



LOCATION:

WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9th Street, Bldg. A, Reno

DATE: May 20, 2019
TIME: 9:00 a.m.

****PLEASE NOTE THE SPECIAL MEETING DATE****

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

I. The Washoe County Commission Chamber 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 Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

III. 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.

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

SPECIAL RECOGNITIONS:

- Recognition of the RTC by Washoe County, Reno and Sparks governments for support, participation and sponsorship of the Transforming Local Government Conference

1. APPROVAL OF AGENDA *(For Possible Action)*

2. PUBLIC INPUT

- 2.1 Public Input - *please read paragraph II near the top of this page*
- 2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the April 19, 2019, meeting *(For Possible Action)*

Engineering

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report *(For Possible Action)*
- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report *(For Possible Action)*

Public Transportation/Operations

- 3.4 Acknowledge receipt of the monthly Public Transportation/Operations Report *(For Possible Action)*

Planning

- 3.5 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 3.6 Approve the FY 2020-2021 Unified Planning Work Program (UPWP) *(For Possible Action)*

Finance & Administration

- 3.7 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 3.8 Approve the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673 (*For Possible Action*)

Procurement and Contracts

- 3.9 Approve a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems, not to exceed \$109,270; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.10 Approve an amendment with Loomis Armored US, LLC to extend the term to June 30, 2024, in an amount not to exceed \$754,586 for the provision of Armored Car Services; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)
- 3.11 Approve Amendment No. 3 to the RTC Vanpool Agreement with Enterprise for their final one-year option; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.12 Authorize the procurement of Engineering Professional Services for the Design of the Lemmon Drive Project (*For Possible Action*)

Requests for Proposals

- 3.13 Approve the draft Request for Proposal (RFP) for the provision of HVAC maintenance and repair services for RTC facilities (*For Possible Action*)

Inter-Agency Agreements

- 3.14 Approve the Interlocal Cooperative Agreement (ICA) with the City of Reno for construction of improvements to be included in various road rehabilitation projects scheduled for construction in 2019; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.15 Approve the Interlocal Cooperative Agreements with the City of Sparks and the Truckee Meadows Water Authority for work that has been incorporated into the plans and specifications for the Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court and El Rancho Drive Project; authorize the RTC Executive Director to execute the agreements (*For Possible Action*)
- 3.16 Approve an amendment to the Interlocal Cooperative Agreement (ICA) for the Signal Timing 5 Project (Year 3) with the City of Reno increasing the RTC's reimbursement to the City to \$93,500, an increase of \$43,500; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.17 Approve Cooperative Agreement No. PR195-19-804 for Fiscal Year 2020 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

~END OF CONSENT AGENDA~

4. PUBLIC HEARINGS

- 4.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**
Discussion and recommendation to approve the RTC FY 2020 Final Budget.
 - 1. Staff presentation
 - 2. Public input
 - 3. Approve RTC FY 2020 Final Budget (*For Possible Action*)

5. DIRECTOR REPORTS

- 5.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 5.2 **FEDERAL REPORT** - *no action required*
- 5.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

6. ENGINEERING

- 6.1 Approve an Agreement for Construction Work between the RTC and Sierra Nevada Construction, Inc. (SNC) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project for a Guaranteed Maximum Price of \$47,693,185; authorize the RTC Executive Director to execute the agreement contingent upon RTC's receipt of a Letter of No Prejudice from the Federal Transit Administration (FTA) and the ability to issue Notice to Proceed #1 by May 31, 2019 (*For Possible Action*)
- 6.2 Approve a Professional Services Agreement (PSA) with Atkins North America, Inc. to provide resident engineer and construction support services for the Virginia Street Bus RAPID Transit Extension Project in an amount not-to-exceed \$5,358,471; authorize the RTC Executive Director to execute the agreement contingent upon receipt of a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA) (*For Possible Action*)
- 6.3 Acknowledge receipt of a presentation on the Regional Road Impact Fee Program and authorize staff to present the 6th Edition of the Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and Capital Improvements Plan (CIP) to the Planning Commission and Elected Board of each participating local government for adoption (*For Possible Action*)
- 6.4 Receive a report on a proposed automated pavement data collection pilot project - *No Action Required*
- 6.5 Receive a report on the Arlington Avenue Bridges Project- *No Action Required*

7. GENERAL ADMINISTRATION (*For Possible Action*)

- 7.1 Acknowledge receipt of the RTC 2018 Annual Report (*For Possible Action*)
- 7.2 Rate the Regional Transportation Commission (RTC/agency) performance for Fiscal Year (FY) 2019 (July 1, 2018 to June 30, 2019) (*For Possible Action*)
- 7.3 **Legal Issues** - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened. (*For Possible Action*)

8. PUBLIC INPUT - *please read paragraph II near the top of this page*

9. MEMBER ITEMS

10. ADJOURNMENT(*For Possible Action*)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM:

A handwritten signature in blue ink, appearing to be "L. Gibson", is written over a horizontal line. The signature is fluid and cursive.

Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the "comment" card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.

LGG/dt



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 2.2

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning

David F. Jickling
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: May 2019 Advisory Committees Summary Report

RECOMMENDATION

Accept the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

SUMMARY

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) and is comprised of 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) that 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 agenda and minutes of each advisory committee are provided to the RTC Board.

This staff report summarizes comments along with any action taken by the RTC advisory committees.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

The following describes key actions and comments received from the RTC advisory committees.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on May 1, 2019, and recommended approval of the draft FY 2020 RTC Budget. The CMAC also recommended approval of the 6th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and Capital Improvement Plan (CIP). In addition, the CMAC received a report on the RTC Transportation Alternatives (TA) Set-Aside Program Call for Projects.

Technical Advisory Committee (TAC)

The TAC met on May 1, 2019, and recommended approval of the draft FY 2020 RTC Budget. The CMAC also recommended approval of the 6th Edition RRIF GAM and CIP. In addition, the CMAC received a report on the RTC TA Set-Aside Program Call for Projects.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in April or May to date.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

April 19, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Ron Smith, Sparks City Council Member**

**Lee G. Gibson, RTC Executive Director
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT**

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chairman Lucey. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

PROCLAMATIONS:

- PROCLAMATION READ INTO THE RECORD BY CHAIRMAN LUCEY, RECOGNIZING MAY 2019 AS: NATIONAL BIKE MONTH; BICYCLE SAFETY MONTH IN WASHOE COUNTY, NEVADA; AND WASHOE COUNTY BIKE MONTH

The proclamation was accepted by Mr. John McCann, President of the Truckee Meadows Bicycle Alliance.

RECOGNITIONS:

- RECOGNITION OF THE 2019 ST. PATRICK'S DAY FREE RIDE SPONSORS

Mr. Michael Moreno, RTC Public Affairs Manager, presented certificates and spoke in recognition of sponsors: Atkins, CA Group, Cumulus Media Reno, HDR, KOLO 8 TV, NCE, SNC, and Lamar Advertising, for their generous support of the St. Patrick's Day Free Ride service.

Item 1 APPROVAL OF AGENDA

Chairman Lucey requested that Item 7.2 be moved up to immediately follow Item 2.2.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion unanimously carried, Chairman Lucey ordered that the agenda for this meeting be approved with the aforementioned change.

Item 2.1 PUBLIC INPUT

Chairman Lucey 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. Ryan McKinney, local resident, requested an update on the Microtransit Program at a future meeting. He also suggested that a light should be installed at the intersection of Pyramid and Holman because there is a crosswalk there that is frequently used.

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

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion unanimously carried, Chairman Lucey ordered that receipt of the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees be acknowledged..

Item 7.2 RECEIVE A REPORT ON THE VISION ZERO TASK FORCE OF THE TRUCKEE MEADOWS - NO ACTION REQUIRED

Ms. Rebecca Kapuler, RTC Planner, addressed the Board to give a presentation update on the Vision Zero Program. Vision Zero cities have data showing a decrease in fatalities and injuries, and an increase in livability, mobility, physical activity, and economic revitalization. A regional task force began in our area October 2017 to look at data, make action plans and try to refocus and redirect how business has been done in the past with a goal of making our community a safer place for all. There are currently four focus areas the team has been collecting data at: Midtown, West 4th St, the University, and Downtown Sparks. They are also providing backpacks with reflective striping on them to make people using them easier to see at night and, hopefully, preventing vehicle/pedestrian accidents.

Mr. Michael Moreno, RTC Public Affairs Manager, added that the RTC has also continued their “Don’t Kill a Dream” campaign to compliment the Vision Zero Program.

Vice Chair Jardon asked if there is a plan for educational outreach at the shelter sites.

Ms. Kapuler confirmed, adding that the RTC partners and ambassadors who are handing out the backpacks are also educating recipients on the proper use of the backpacks and the safety benefits they could provide.

No action was taken on this item.

(Presentation available by contacting dthompson@rtcwashoe.com)

Item 3.1 thru 3.13 CONSENT ITEMS

Commissioner Delgado requested a brief discussion on Item 3.9 prior to the motion.

The Commissioner then asked what specific improvements are planned for North McCarran and Sutro.

Mr. Brian Stewart, RTC Director of Engineering, responded that this amendment adds additional services to the maintenance and preservation program (pavement preservation).

Commissioner Delgado said he is looking more for design changes for safety improvements, mostly because that intersection is fairly close to Hug High School.

Mr. Stewart said a better alignment configuration of the roadway is being planned for safety improvements in the turn lanes, but mostly it is for pavement improvements.

Commissioner Delgado thanked him and there was no further discussion on any consent item.

Minutes

3.1 Approve the minutes of the March 15, 2019, meeting (*For Possible Action*)

Engineering

3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)

3.3 Approve a qualified list of consultants to provide engineering design and construction management services for the Intelligent Transportation Systems (ITS) Program (*For Possible Action*)

3.4 Approve a qualified list of consultants to provide engineering design and construction management services for the Traffic Engineering Program (*For Possible Action*)

Public Transportation/Operations

3.5 Acknowledge receipt of the monthly Public Transportation/Operations Report (*For Possible Action*)

Planning

3.6 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)

Administration

3.7 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)

3.8 Acknowledge receipt of the report regarding indexed fuel taxes in Washoe County as required by NRS 373.065 (*For Possible Action*)

Procurement and Contracts

- 3.9 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and CA Group, Inc. in the amount of \$23,260 for a new total not to exceed amount of \$263,895, for additional preliminary and final design services related to the Sutro Street/McCarran Boulevard Intersection and Sutro Street from Kuenzli Street to 4th Street of the Reno Consolidated 19-01 Project; authorize the RTC Executive Director to execute the Amendment (*For Possible Action*)**
- 3.10 Approve the letter agreements with Reno-Sparks Cab Company, Whittlesea Checker Taxi and Yellow Cab for the Washoe Senior Ride program of discounted taxi fares; authorize the RTC Executive Director to execute the letter agreements (*For Possible Action*)**
- 3.11 Approve Amendment No. 2 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC, formerly Traffic Works, LLC, in the amount of \$38,080 for a new not to exceed amount of \$806,080, for additional final design services and engineering services during construction related to Package 3B of the North Valleys Improvement Project; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)**
- 3.12 Approve a lease agreement with the Truckee Meadows Regional Planning Agency (TMRPA) for office space at 1105 Terminal Way; authorize the RTC Executive Director to execute the lease (*For Possible Action*)**

Inter-agency Agreements

- 3.13 Approve a Cooperative Agreement with NDOT for installing Phase 1 of the Spaghetti Bowl Project otherwise known as the Spaghetti Bowl Xpress (SBX) in the amount of \$10,000,000 per year for three (3) fiscal years; authorize the RTC Chairman to execute the agreement (*For Possible Action*)**

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.13 be approved.

Item 4.1 thru 4.3 DIRECTOR REPORTS

Item 4.1 RTC Executive Director Report

E.D. Gibson spoke briefly on the following topics, some of which were upcoming at the time of this meeting:

1. Status of Assembly Bill 270 which authorizes a regional transportation commission to dispose of certain property: The bill is being reprinted with the RTC microtransit amendment and will then be voted on by the full Assembly. Assemblywoman Sarah Peters is the sponsor.
2. On Wednesday, April 10th, the FTA announced an allocation of \$40.4 million for the Virginia Street Project. This is a significant milestone on the path to receive a Capital Investment Grant agreement, anticipated in late July.

Staff toured the project with Senator Cortez Masto, highlighting the improvements that will be built, the project schedule and the RTC business support program. Senator Cortez Masto expressed her support of the project and the event was covered by local media.

3. Federal Discretionary Grants (attachments were provided at the dais).
4. The U.S. Department of Transportation released the Notice of Funding Opportunity for the Fiscal Year 2019 Better Utilizing Investments to Leverage Development, otherwise known as the BUILD Grant.

Staff would like to submit an application for the Pyramid Highway Phase 1 Widening and will keep the Board informed of the progress regarding this opportunity.

5. In celebration of Earth Day, all RTC Transit Services will be free to everyone on Monday, April 22nd.

The RTC will also be participating in the Truckee Meadows Earth Day Event at Mayberry Park on Sunday, April 28th, to promote the RTC Smart Trips Program.

6. On Wednesday, April 24th, the RTC is hosting a community meeting for the Sun Valley Transportation Improvement Project. The meeting will be held at the Sun Valley Neighborhood Center on W. 6th Avenue in Sun Valley. The meeting was livestreamed on Facebook.
7. The RTC RIDE service change will occur on May 4th. There will be slight modifications to the weekend route schedules, similar to what was done last fall for the weekday schedules.
8. Staff has started looking into opportunities to improve pedestrian conditions on Wedekind Road. (an attachment was provided at the dais)
9. Lastly, E.D. Gibson reminded everyone that the RTC May Board meeting will be held on May 20th, in the Washoe County Chambers at 9am. The change of date is required to comply with a state law regarding the approval of our budget.

Commissioner Hartung asked why the Pyramid Hwy. Phase I widening project is only going to Golden View; or will it continue east to Sparks Blvd.

E.D. Gibson responded that at this time the project is planned for Golden View because that is the terminus the environmental document covers. However, once in final design, there may be slight changes. There is an opportunity to use BUILD funds for this project.

Mr. Doug Maloy, Engineering Manager, added that with the SouthEast Connector in place, the lane requirements of any additional widening to that point are bypassed by the off-ramp and interchange at Sparks Blvd. in a future phase.

Commissioner Hartung then asked if the improvements planned for Wedekind are widening or pedestrian improvements.

E.D. Gibson replied that at this time, the focus is on pedestrian and bus stop improvements to help protect pedestrians.

Item 4.2 RTC Federal Report

A written update is available in the staff report materials for this item, but E.D. Gibson also highlighted that the University of NV, Reno, the City of Reno and Easy Mile have submitted a grant application to the USDOT for Fiscal Year 2018 Automated Driving demonstration grant program funds. 73 applications were received for up to \$60 million.

Ray Tellis has been appointed the new Regional Administrator for FTA in Region IX. He comes from the Los Angeles office where he oversaw several billion dollars' worth of transit and subway improvements so understands the importance of getting projects done and moving them quickly. He was very supportive of the Virginia Street project.

Item 4.3 NDOT Director Report

Kristina Swallow, Director of NDOT, started off saying that she is excited about Earth Day and plans to ride the bus there, and is also looking forward to bike month.

She anxiously anticipates the implementation of the One Nevada Plan and using it to become a more outcome based, data driven program.

Director Swallow then mentioned that the snowpack in the Sierras was 200% above normal, which challenges NDOT to meet the needs of the regional roads. The snow blowers are very old (17 - 47 years old) and as a result, as much as half of the fleet was down. The good news is that six new blowers have been authorized for purchase and should arrive sometime during next winter.

The design-build proposals for the Spaghetti Bowl Express are due in May; selection will be made in June and the selected proposal will go to the Transportation Board in August for their approval. Construction is planned for early next year and should be complete in 2022. The east to south ramp will be widened to two lanes; I-580 will be widened to six lanes; the 2nd St, Glendale and Mill St interchanges will be modified to increase the weaving distance which will help with congestion and safety. They are also looking into constructing a portion of the Truckee Meadows multi-use path. Currently, NDOT staff is waiting on the final EIS and a Record of Decision which should come in this summer.

The second project mentioned is the I-80 east expansion out to USA Parkway. The hope is to add one lane in each direction which is the fastest improvement possible. The Transportation Board has also challenged NDOT staff to look into other options for getting people out to the USA Parkway area.

Lastly, Dir. Swallow announce that NDOT Deputy Director Bill Hoffman had retired.

Vice Chair Jardon thanked Director Swallow for NDOT's commitment and support of the Downtown Improvement District program, along with the RTC's support. She also thanked Ms. Swallow for her participation in a public meeting pertaining to North McCarran on the speeding problems and the pedestrian/bicycle issues that have recently occurred.

Commissioner Hartung asked if the Wells on-ramp will remain as is after the Spaghetti Bowl project is completed.

Dir. Swallow invited Dale Keller to the podium for a response.

Mr. Keller addressed the Board and said that the on-ramp is being kept where it is but there will be some ramp weaving to better accommodate the traffic problems occurring today. During the Xpress project, there will be striping added to better control traffic.

Commissioner Hartung then asked if dedicated lanes have been considered for traffic control.

Mr. Keller responded that it has been looked into, but the Spaghetti Bowl Xpress project should help to control those issues.

Commissioner Hartung then asked what the status is of the acceleration lane coming off the haul road on Pyramid Way.

Sondra Rosenberg, NDOT Assistant Director for Planning, addressed the Board and said that the project is currently advertised and should be a pretty quick project.

Chairman Lucey thanked Director Swallow for meeting with he and his staff to discuss matters of mutual interest. He then mentioned the illegal U-turns being made on Mt. Rose Highway to avoid stoplights. He would like to have some of the speeding issues looked into along with having center concrete dividers added in certain areas. He then brought up exit 61 on northbound I-580 and the problems that occur on the freeway when that exit backs up. Currently, there is only a stop-sign at the end of the exit. Next, the Chairman said he would like quarterly meetings to be held with NDOT and all of the regional entities to get on the same page with regard to roads and transit.

Lastly, the Chairman would like to chat about the state owned roads within the region that are being maintained by the county or another local entity.

Item 5.1 PUBLIC TRANSPORTATION AND OPERATIONS

5.1 Acknowledge receipt of the draft Smart Trips 2 Work program (*For Possible Action*)

Mr. Scott Miklos, RTC Trip Reduction Analyst, addressed the Board to provide an overview of the Smart Trips 2 Work program as was required by the City of Reno. He explained how the program works overall and how it benefits both employers and employees.

Vice Chair Jardon said she was recently out near Tesla and was surprised at how many RTC Smart Trip vans were out there.

Mr. Miklos said that as of the last count (before this meeting), there were 94 vans for all of the Tri Center. The vans hold between seven and twelve passengers, so approximately 600-700 per day. My Ride to Work carries another 1,400-1,500 passengers, so a total of about 2,000 cars per day are taken off the road between these two programs. He added that Tesla volunteers to participate in the Smart Trips 2 Work program which is helpful in recruiting and retaining employees.

Chairman Lucey then opened the topic to public comment.

Ms. Charlene Albee, representing Washoe County Health - Air Quality Mgmt. Division, expressed their appreciation of RTC's work and the enhancement of the Safe Trips 2 Work program. The most recent submission of air quality readings showed that three of the monitors now exceed the Ozone Ambient Air Quality Standard. This is the first step in the County not obtaining that health-based standard. Ms. Albee then explained that any way we can get more cars off the road will help to meet the standard.

There being no one else wishing to speak, the Chairman closed public comment.

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

Items 6.1 THRU 6.7 ENGINEERING

6.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a presentation update on the project. He explained that the side-streets in the project will be completed prior to Virginia Street itself, except from Plumb Lane to Mt. Rose Street where there are no side streets. Work on this portion of the project is anticipated to conclude in approximately November 2019. At that time, the Virginia Street portion of the project will begin and should conclude at the end of 2020.

In the middle of 2020, work will begin on the North Virginia St. portion of the project near UNR. The two biggest components of that part of the project are between 8th and 9th Streets and the roundabout near Lawler Event Center.

Mr. Wilbrecht then spoke about right-of-way on the project, the ongoing public meetings and workshops, and he showed some of the design concepts for the transit shelters. Upon conclusion, Mr. Wilbrecht offered to answer questions.

Vice Chair Jardon thanked everyone for their commitment to the project and making it unique to the Virginia Street history.

Chairman Lucey thanked the RTC and staff for going above and beyond what many other transit agencies would do with regard to public input and communication.

On motion of Mayor Smith, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that receipt of the progress report be acknowledged.

(This presentation may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

6.2 Acknowledge receipt of the Oddie/Wells Multi-modal Improvements Project update report (*For Possible Action*)

Ms. Maria Fernandez, RTC Project Manager, addressed the Board to give a presentation update and then answered questions regarding the recommendation to acknowledge receipt of the update, as set forth in the briefing materials for this agenda item.

Commissioner Hartung asked if sound walls will be installed in certain areas.

Ms. Paz Fernandez explained that a noise assessment will be done to see if sound walls will be needed; however, there will be some sort of screen or fencing to install where sound walls are not required.

Commissioner Delgado asked if Ms. Paz Fernandez is asking for consideration of the two options for the area from 9th St. to Sutro.

Ms. Paz Fernandez responded that the two options have been submitted to the City of Reno staff for review. She added that maintenance is a big issue as well, so if the City is not able to maintain the final design, then other options should be considered.

Commissioner Delgado would prefer that the entire project be designed in the same manner so that it doesn't look like any specific area is given more consideration than another. He also asked why the project stops at 9th St. and doesn't go all the way to the freeway.

Ms. Paz Fernandez responded that right-of-way becomes an issue past 9th St. which is outside of the budgeted funding for the project. The right-of way is also owned by UNR Agriculture so it is restricted for farming use only. Even if it were possible, right-of-way would also greatly delay the project.

Commissioner Delgado would like to keep this conversation going with the City, RTC and UNR in order to have a complete project. Next, he asked about the deteriorating bridge and wants to make sure the area is appealing once the project is completed.

Mayor Smith asked if there are any other raised bicycle tracks in the region.

Ms. Paz Fernandez said there are some in Southern Nevada but none in our region.

Mayor Smith commented that specialized equipment must be purchased for ongoing maintenance on a raised track as well.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that Consent receipt of the project update be acknowledged.

(This presentation may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

6.3 Acknowledge receipt of the Lemmon Drive Project Update (*For Possible Action*)

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board to provide a presentation update on the current status of the Lemmon Drive project and then answered questions regarding the recommendation to acknowledge receipt of the update, as set forth in the briefing materials for this agenda item.

Commissioner Hartung asked for clarification as to whether this is one project that is split into two segments.

Mr. Stewart confirmed and said that he has also been working with NDOT because the portion near US-395 has to be coordinated with their widening project.

Commissioner Hartung also asked how the project limits can be changed.

E.D. Gibson said staff will work with the consultant to determine the logical termini and if the termini changes, the RTP will be amended and the project will move forward.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the project update be acknowledged.

(This presentation may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

Chairman Lucey suggested that the next four items, 6.4 thru 6.7, be voted on in a block motion.

Commissioner Hartung agreed and made a motion to block vote 6.4 thru 6.7, the motion was seconded by Chairman Lucey. (E.D. Gibson then read each of the items into the record)

Mayor Smith asked Chief Legal Counsel Dale Ferguson if a block vote is okay. Mr. Ferguson confirmed.

Chairman Lucey then opened the item to public comment.

Mr. Lars Perry, representing Paul and Carol, LLC, addressed the Board and said he currently has a meeting scheduled to come to a resolution as soon as possible. They also have a question on the methodology of how the appraisal amount was comprised. Their intent is not to delay the project. He asked that Item 6.5 not be included in the motion.

Mr. Bernie Carter, owner of 1215 South Virginia, to say that he had met with the RTC several times on-site and his understanding was that RTC would not request a permanent easement for their site. The property owners were in agreement with a temporary easement. He added that the challenge is to keep the business open so they would like a stipulation included in the right-of-way agreement saying that if the business is not kept open, there would be a penalty of \$10,000 per day. He then requested that this property be pulled from the block vote.

There being no one else wishing to speak, the Chairman closed public comment.

- 6.4 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement located on APN 014-125-06, and a permanent easement and a temporary construction easement located on APN 014-125-07 from 1215 South Virginia LLC, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)**
- 6.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a temporary construction easement on APN 014-066-01 from Paul & Carol Oelsner, LLC, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)**
- 6.6 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire two permanent easements and a temporary construction easement on APN 011-272-20 from Sampuran Hotels, Inc., necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)**
- 6.7 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire two temporary construction easements located on APN 011-183-13 and a permanent easement and a temporary construction easement located on APN 011-183-15 from Redbird Reno Liberty DE LLC and 50 West Liberty DE LLC necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)**

Under discussion, Commissioner Humke asked if negotiations will continue even if the resolution of condemnation is approved.

Mr. Ferguson confirmed and said that quite often, agreement is found after the resolution has been approved.

Vice Chair Jardon asked how many parcels total are needed for this project and did anyone else ask for a similar damages clause.

Mr. Ferguson stated that there are 129 parcels needed and no one else has requested a damages clause that he is aware of.

A vote of the block vote motion was taken and passed unanimously.

On motion of Commissioner Delgado, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that Items 6.4 through 6.7 be approved.

****Commissioner Delgado departed the meeting at 11:02 a.m.****

Items 7.1 THRU 7.3 PLANNING

7.1 Acknowledge receipt of report on the draft FY 2020-2021 Unified Planning Work Program (UPWP) (*For Possible Action*)

Ms. Amy Cummings, RTC Deputy Executive Director, gave a presentation on the draft UPWP and explained that it includes several projects being carried over from the previous year along with new projects that have been added. The final UPWP will be brought to the Board for approval in May.

Commissioner Hartung asked if the Eagle Canyon extension will be going through Hungry Valley through to Lemmon Valley and out to the Tri Center.

Ms. Cummings responded that this segment is only from Lemmon to Pyramid along with improvements to the existing Eagle Canyon.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously by those present, Chairman Lucey ordered that receipt of the draft FY 2020-2021 Unified Planning Work Program be acknowledged.

(This presentation may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

7.2 Receive a report on the Vision Zero Task Force of the Truckee Meadows - *No Action Required*

This item was taken just before the consent items as requested under approval of the agenda, Item 1.

7.3 Approve a resolution supporting the Reno Spaghetti Bowl Project (*For Possible Action*)

Ms. Amy Cummings, RTC Deputy Executive Director, explained that this resolution is simply to confirm the RTC's commitment to the full project. Similar resolutions are being requested from all stakeholders in the project.

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried unanimously by those present, Chairman Lucey ordered that the resolution supporting the Reno Spaghetti Bowl Project be approved.

Items 8.1 THRU 8.2 PLANNING

8.1 Acknowledge receipt the FY 2020 RTC Tentative Budget and Goals (*For Possible Action*)

Ms. Stephanie Haddock, RTC Director of Finance and CFO, addressed the Board and gave a presentation on the draft budget for FY 2020, as set forth in the briefing materials for this agenda item.. The final budget will be brought back on May 20th for Board approval.

She discussed the following topics, expenditures and fund balances:

- Tentative Agency Goals
- Current Local Economy
- RTC Revenues (Grant Funding, Sales Tax, Fuel Tax)
- Annual Producer Price Index
- Taxable Gallons Sales Trends
- RTC Expenditures (Public Transportation, Street & Highway)
- Capital Budget

E.D. Gibson added that ADA improvement funding has been included in this budget per Board request and funding for safety initiatives has also been included.

Vice Chair Jardon asked if there is an allocation of regions that the pavement preservation and road rehab funding will applied to.

Mr. Brian Stewart, RTC Director of Engineering, said he did not have that map with him at the meeting but because of the extreme weather last year, there is some project carry-over from 2018 for pavement preservation. He then explained how projects are chosen and offered to bring further information.

Commissioner Hartung had some questions pertaining to the Regional Road Impact Fee program and CCFEAs.

Ms. Haddock explained that she got her numbers from Julie Masterpool who provided an estimated amount. She then agreed to discuss the program further with the commissioner in a separate meeting.

Chairman Lucey asked how CMAQ funding portions are allocated by NDOT. He would like to see an increase to this region's allocation if at all possible as our region is growing very quickly.

On motion of Commissioner Humke, seconded by Mayor Smith, which motion carried unanimously by those present, Chairman Lucey ordered that receipt of the FY 2020 RTC Tentative Budget and Goals be acknowledged.

(This presentation may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

8.2 Legal Issues - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

Legal Counsel Dale Ferguson said he had no items for discussion.

Item 9 PUBLIC INPUT

Chairman Lucey 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.

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

Item 10 MEMBER ITEMS

There were no member items.

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:32 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project began on June 7, 2018 and is now complete. Phase 2B is currently under design and NDOT permit review with advertisement scheduled for summer 2019.

North Valleys Improvements

Package 3 is currently in final design stages. Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. The advertisement was issued on April 11, 2019 with construction taking place in summer 2019.

Package 3B is currently at 90% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This Project also includes improvements to two bus stop pads located within the Project area, and associated access and drainage improvements. Construction of this package is tentatively scheduled for late summer of 2019.

Regional Road Impact Fees (RRIF) funds and Fuel Tax funds have been allocated as part of the 2019 Program of Projects for this project. RRIF funds have been allocated as part of the 2020 Program of Projects for this project.

Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite and taken over maintenance responsibilities. RTC is working with NDOT and the City of Sparks to resolve irrigation system issues. Landscape establishment has been extended to July 31, 2019.

Traffic Engineering (TE) Spot 7 Project

The TE Spot 7 project construction is ongoing with the scheduled completion anticipated in March 2019. However, the remaining paving and striping operations will not resume until suitable temperatures are reached.

The TE Spot 7 project included a new traffic signal at the intersection of Prater Way and Lillard Drive and continues improvements to regional intersections focusing on enhancements to traffic signal operations: including replacement of malfunctioning video detection cameras with in-ground loop detectors and battery backup systems to keep traffic signals operating during power outages. The traffic signal at Prater Way and Lillard Drive is complete.

The scope of the TE Spot 7 project also includes:

Remove Pedestrian Scramble

Victorian at 11th & 14th

Battery backup systems

Sparks Blvd. at Springland/O'Callahan

New signal cabinet, detection loops and battery backup system

Prater at Howard (new cabinet and remove split phase)

Prater at Pullman

Prater at Vista

Vista at Whitewood

Virginia at 9th

South Meadows at I-580 southbound off ramp (add cabinet to west intersection)

Mill at Wells (add loops north and south legs)

Replace old video detection system

Pyramid at Golden View

Mt Rose at Wedge

South Meadows at Double R

Longley at Maestro

Longley at Patriot

Virginia at Grove

Install Flashing Yellow Arrow (FYA)

Mill at I580 SB on- ramp westbound to southbound left turn

Mill at I580 NB on- ramp westbound to northbound left turn

Traffic Signal Coordination 5 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2018, 92 intersections were re-timed. For 2019, nine corridors, roughly 230 intersections will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

Process for signal retiming

1. Collect traffic & signal data
2. Input timings into model and evaluate existing signal timing & develop new timing.
3. Implement timing in the field
4. Fine-tune timing
5. Conduct before-after studies

Completed Corridors (196 signals as of May 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4th Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7th Ave

Progress as of Mid-April 2019

- Prater Way – Evans Ave to 15th St – TSP implementation completed for Prater Way.
- Sun Valley Blvd (6 Signals) – New timing completed.

- South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing under development.
- Sutro St (9 Signals) – Data collection initiated
- S. Virginia St (19 Signals) – Data Collection initiated

Traffic Engineering (TE) Spot 8 – Package 1 Project

Currently under design with 90% plans. Advertisement for construction is scheduled for June 2019.

The scope of this project includes:

Flashing Yellow Arrow – East/West

Keystone Avenue at 7th Street
East Lincoln Way at Marina Gateway Drive
Mill Street at Kirman Avenue

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

Mae Anne Avenue at Coit Plaza
Oddie Boulevard at I-80 Ramps (both sides)
Wells Avenue at I-80 Ramps (both sides)
Wells Avenue at 6th Street

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project is out for advertisement. The bid opening is scheduled for May 29, 2019.

CORRIDOR IMPROVEMENT PROJECTS

4th Street/Prater Way Bus Rapid Transit (BRT) Project (Evans Avenue to Pyramid Way)

Construction is complete. Traffic Signal Prioritization (TSP) for the buses is now working and under evaluation.

Virginia Street RAPID Extension

A detailed monthly progress report will be given on this project for May. Additional information can be viewed at: <http://virginiastreetproject.com/>

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. The existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about 2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. This project was included in the fiscal year (FY)

2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

Thirty percent design plans have been reviewed and work continues on the environmental documentation that is required for the project.

Pyramid Highway and US 395 Connection

Signature of the ROD by FHWA was received on December 7, 2018. In accordance with the EIS and the RTC's RTP, design and construction of the project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs.

Oddie Boulevard/Wells Avenue Improvement Project (Preliminary Design Phase)

Thirty percent (30%) design plan comments from the cities of Reno and Sparks have been received. Meetings with city staff have been held to discuss the proposed "raised cycle track" maintenance challenges. City of Reno staff will present bike box, raised cycle track, lightning, fencing, and landscape alternatives at the May 22, 2019, Reno City Council Meeting.

Sun Valley Boulevard Corridor Improvement Project (Preliminary Design Phase)

Preliminary design work is underway with a 30% design scheduled at the end of June 2019 and 60% design by the end of January 2020. A Public Meeting was held on April 24, 2019 at the Sun Valley Neighborhood Center. Discovery of inadequate drainage systems to handle existing storm water flow is presenting project challenges. Addressing existing drainage systems fall outside the scope of project. Maintenance of the proposed new facilities may also present challenges to Washoe County, NDOT, and Sun Valley General Improvement District (GID).

BICYCLE AND PEDESTRIAN IMPROVMENTS (2018)

Keystone Avenue at California Avenue

The final design builds upon Alternative F as identified in the Keystone Avenue Corridor Study. Anticipated improvements include the re-alignment of the Keystone and California intersection, lane reconfigurations, pavement section reconstruction, sidewalk, curb and gutter, new PROWAG compliant pedestrian sidewalks and ramps and other incidentals necessary for the final design of this facility. The design is complete and the project is out for Bid. Construction is now expected to begin in June and occur primarily during Reno High School's (RHS) summer break.

Mill Street (I-580 to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from I-580 to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016 and the Mill/Terminal corridor study completed in March 2013. Although this roadway segment has had some existing complete street treatments, more improvements are needed to conform to the RTC masterplan. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops will be addressed. Preliminary design continues with 50% plan review completed and 90% plans under development. ROW impacts are minor, but

numerous. Identifying and addressing those issues will be a major focus over the coming months. Construction is not anticipated to begin until early 2020.

PAVEMENT PRESERVATION PROJECTS

2018 Preventive Maintenance (Various Locations)

The 2018 Preventive Maintenance Program was suspended last fall and construction will resume in late May.

2019 Preventive Maintenance (Various Locations)

Bids were received in March and the project has been awarded to the low bidder, Sierra Nevada Construction, Inc. Construction is anticipated to begin in May.

Clean Water Way

The limits of this project are from East McCarran Boulevard to second gated entrance to the Truckee Meadows Water Reclamation Facility (TMWRF). The Professional Services Agreement was awarded to Eastern Sierra Engineering, P.C. on April 12, 2018. The project includes reconstruction of the existing roadway, correction of any localized drainage deficiencies, and other features necessary for the rehabilitation of Clean Water Way. The project recently advertised for bids and was awarded to Sierra Nevada Construction Inc. (SNC). Work will begin as soon as the environmental conditions are favorable enough to install the improvements.

Reno Consolidated 19-01- Sutro Street, 1st Street, Lake Street, and State Street Project

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. The project will advertise for bids in late June/early July with construction beginning in August of this year.

Reno Consolidated 19-02 – North Hills Boulevard and Hunter Lake Drive Project

The Professional Services Agreement was awarded to Wood Rodgers, Inc. on October 1, 2018. The project includes rehabilitation/reconstruction of the following street segments: North Hills Boulevard from Golden Valley Road to Lemmon Drive (including Buck Drive intersection) and the intersection of Hunter Lake Drive at Foster Drive. Ninety percent (90%) plans were submitted to City of Reno on April 18, 2019. We are working with the City to address comments and move forward with 100% plans.

Reno Consolidated 19-03 – Sierra Highlands Drive, Colbert Drive, Hammill Lane, Ralston Street, and Ohm Place Project

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. ESE is in the 90%

design stages of the project. The project is scheduled to advertise at the end of May 2019 with construction scheduled to start the middle of July 2019.

Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court, and El Rancho Sidewalk Project

The Professional Services Agreement was awarded to CFA, Inc. on October 1, 2018. This project is scheduled to advertise in mid-May 2019. The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. It is anticipated that construction will begin in July.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Virginia Street BRT Extension	Montrose Properties Nevada, LLC	\$6,308.00	\$0
Virginia Street BRT Extension	Montrose Properties Nevada, LLC	\$5,020.00	\$0
Virginia Street BRT Extension	Donner Inn LP	\$7,241.00	\$0
Virginia Street BRT Extension	TMMR 1-DE SPE, LLC	\$17,675.00	\$0
Virginia Street BRT Extension	TMMR 1-DE SPE, LLC	\$11,990.00	\$0
Virginia Street BRT Extension	TMMR 1-DE SPE, LLC	\$20,245.00	\$0
Virginia Street BRT Extension	TMMR 1-DE SPE, LLC	\$11,430.00	\$0
Virginia Street BRT Extension	660TS, LLC	\$1,890.00	\$0
California & Keystone Avenues Interchange Enhancements	7-ELEVEN, INC.	\$20,720.00	\$2,800.00

CONTRACTS UNDER \$50,000

None

ENGINEERING ON-CALL WORK ASSIGNMENTS

Attachment A summarizes the work assignments on the engineering pre-qualified on-call lists. Engineering Department consultant assignments are reported after Board approval of the professional services agreement with each firm.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

On Call Consultant Summary

Engineering, Construction Management & Quality Assurance			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Independent Cost Estimating (ICE)			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Traffic Engineering			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Engineering Services - Categories
List is valid through June 30, 2019

Engineering, Construction Management & Quality Assurance	Independent Cost Estimating (ICE)
Atkins North America, Inc. CA Group, Inc. CFA, Inc. CH2M Hill, Inc. Eastern Sierra Engineering HDR Engineering, Inc. Jacobs Engineering Group, Inc. Louis Berger Group, Inc. Lumos & Associates, Inc. Nichols Consulting Engineers Parsons Transportation Poggemeyer Design Group, Inc. Stantec Consulting Services Inc. Wood Rodgers, Inc.	CA Group CH2M Hill HDR Engineering, Inc. Stanley Consultants Inc.

Traffic Engineering Services - Categories
List valid through September 28, 2018

Traffic Engineering	I.T.S.	Traffic Surveys & Data
Aecom	Aecom	CA Group
CA Group	Atkins	HDR Engineering, Inc.
Cardno	HDR Engineering, Inc.	Jacobs
CH2M Hill	Iteris	LSC Transportation Consultants, Inc.
HDR Engineering, Inc.	Jacobs	Parsons Brinkerhoff
Iteris	Kimley-Horn & Associates	Solaegui
Jacobs	Parsons Brinkerhoff	STE Sierra Transportation Engineers, Inc.
Kimley-Horn & Associates	Stantec	TRA Traffic Research and Analysis, Inc.
Parsons Brinkerhoff	Traffic Works	Traffic Works
SHG Slater Hanafin Group		
Solaegui Engineers, LTD		
Stantec		
Traffic Works		



REGIONAL TRANSPORTATION COMMISSION

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May 20, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

**SUBJECT: Virginia Street Bus Rapid Transit Extension Monthly Progress Update -
Plumb to Liberty & Maple to 15th**

RECOMMENDATION

Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report.

SUMMARY

Roadway Design:

The 100 percent design plans for the project are complete. Architectural elements discussed with the RTC Board during the April meeting are being incorporated into the final design.

The RTC, Construction Manager at Risk (CMAR), consultants, and independent cost estimator have continued to work during this reporting period on negotiations of the guaranteed maximum price for construction of the project. A contract has been developed as a separate agenda item.

Early Work Utility Project:

Construction activities associated with the utility relocations within the South Virginia-Midtown segment of the project are complete.

The project team is in the process of closing out this stage of the project.

Roadway Reconstruction and BRT Project:

With the receipt of a Letter of No Prejudice from the FTA, roadway reconstruction in the South Virginia-Midtown segment of the project is planned to start in June 2019, pending the approval of the CMAR construction agreement. Work in the North Virginia-UNR segment of the project is anticipated to begin mid-2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

Outreach Activities:

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

In April, the project team continued bi-weekly Virginia Street Project meetings on Thursdays at 9 a.m. at The Saint in Midtown Reno to provide a discussion forum for stakeholders. By partnering with the City of Reno, Sierra Nevada Construction (SNC), local business owners, and community members, these meetings have been an opportunity to discuss how the project is progressing and listen to our stakeholders. Based on feedback from our stakeholders, the meetings will be moving to a biweekly schedule.

The RTC has also continued the weekly project-update videos that started in March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The RTC created and distributed a communications preference survey in March and will continue through April. To date, over 40 people have participated in the survey.

The RTC has continued community outreach and is working with City of Reno staff, and its newly formed Design Review Committee, to proceed with the final design finishes, including seating and bike racks. The Design Review Committee meets on the second Thursday of each month at The Saint, immediately following RTC's outreach meetings.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

The project team continues to meet with stakeholders throughout the Midtown corridor, including one-on-one meetings with individual business owners and small groups to provide information about the project, scheduled utility outages, and traffic control.

As part of the Virginia Street project outreach plan, the project team is partnering with participating Midtown businesses who enroll in the Business Patronage Program to help promote, advertise, and market to customers during construction. This includes special events specifically created to encourage the public to visit Midtown. All Midtown businesses are encouraged to enroll. To date, there are 238 businesses enrolled in the program.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

Project information continues to be communicated weekly through the Project Stakeholder Update, which is electronically distributed to subscribers.

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|------------------|---|
| March 15, 2019 | Approval Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |
| March 18, 2016 | Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative. |
| August 21, 2015 | Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project. |

- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: David F. Jickling
Director of Public Transportation and Operations


Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS

Earth Day – RTC staff participated in a number of Earth Day events this year beginning with a celebration at TMCC on April 18th. Staff shared information about the Smart Trips program with participants and unveiled the UPass demonstration program scheduled to begin July 1st bringing free fares to students and staff at TMCC and UNR.



On Monday, April 22, staff participated in the University of Nevada, Reno’s, Earth Day celebration on campus. This event occurred on the actual Earth Day and coincided with free transit provided all day by the RTC. The UNR event featured one of our electric buses and staff provided information on the UPass demonstration program,

Smart Trips, bicycling and walking options as well the upcoming fixed-route service change.

The final Earth Day event took place on Saturday, April 27, at Mayberry Park. This event was designed to be low impact with zero waste. RTC hosted a very simply display about Smart Trips and vanpool options, answering questions throughout the day from participants.

UNR Guest Lecturers – On April 18th, public transportation staff gave a presentation to approximately 50 students enrolled in CEE 362 - Transportation Engineering. The presentation focused on public transportation in Washoe County and RTC's electric bus program. Staff discussed the fixed-route service (RTC RIDE), our paratransit demand response service (RTC ACCESS), funding, and ridership demographics; electric buses and infrastructure; transit signal priority, and a potential project on autonomous bus and car integration with Lidar intersections. Overall, the presentation helped the students understand the aspects of public transportation, electric buses and infrastructure, and special projects in the pipeline. Students posed great questions, and had great interactions with staff.



Electric Bus and Infrastructure Tour – On April 23rd, RTC gave a tour of our electric buses and infrastructure to Utah Transit Authority (UTA) officials from Salt Lake City. Staff shared RTC's maintenance and operational experiences related to our fleet of 21 Proterra electric buses. UTA shared their experience operating and maintaining New Flyer electric buses.

UTA is formulating strategies for their bus replacement and is considering having a combination of buses with different propulsion systems for its fleet (diesel, CNG, and electric). This tour helped UTA gain a better understanding of the Proterra electric bus and charging infrastructure.

TRANSIT DEMAND MANAGEMENT (TDM) UPDATE

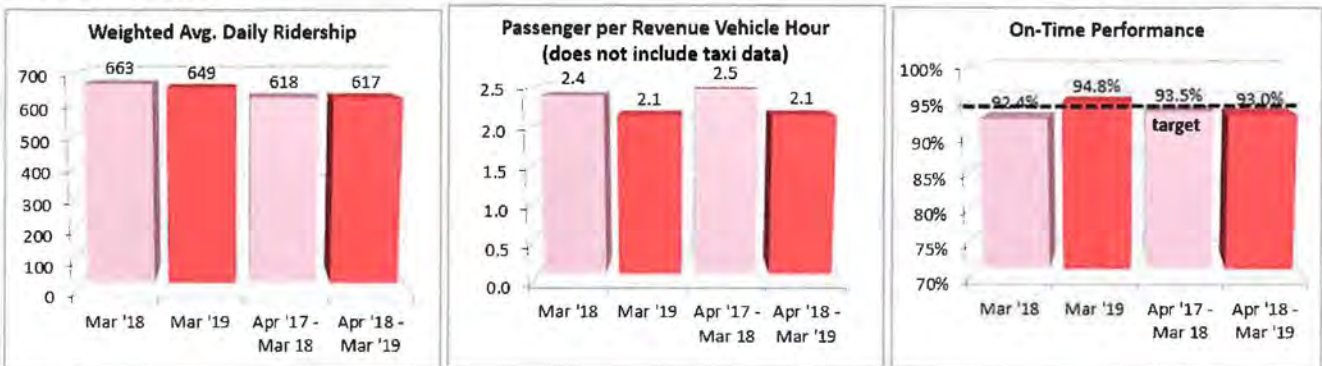
- **Vanpools increased** from 164 to 171 with about 100 vans serving the Tahoe Reno Industrial Center (TRI).
- **Updated Smart Trips website.** TripSpark, a national ridesharing website developer, is working on developing a Smart Trips App for both Google and Apple smart phones. We have secured the developing rights for both Google and Apple so we can proceed. The apps should be available by the end of May.

MARCH 2019 TRANSIT PERFORMANCE

RTC RIDE



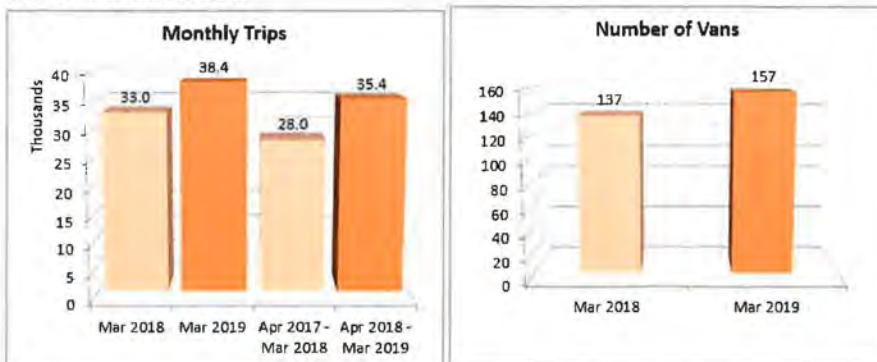
RTC ACCESS



TART



RTC VANPOOL



RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2019	Percent Change	Mar 2018	Apr 2018 - Mar 2019	Percent Change	Apr 2017 - Mar 2018
Monthly Ridership	583,353	-4.4%	610,170	7,122,813	-3.9%	7,408,612
Weighted Avg. Daily Ridership	19,121	-2.8%	19,667	19,696	-3.7%	20,453
Revenue Vehicle Hours (RVH)	22,474	8.1%	20,787	251,875	0.8%	249,909
Passengers Per RVH	26.0	-11.6%	29.4	28.3	-4.6%	29.6
Revenue Vehicle Miles (RVM)	244,798	2.5%	238,765	2,815,165	-1.0%	2,844,728
Complaints Per 25,000 Trips	2.70	-35.4%	4.18	4.40	15.8%	3.80
Accidents per 100,000 Miles	1.63	-61.0%	4.19	4.01	26.9%	3.16
On-Time Performance ²	92.7%	1.4%	91.4%	89.3%	-1.1%	90.3%

Performance Indicator	Feb 2019	Percent Change	Feb 2018	Mar 2018 - Feb 2019	Percent Change	Mar 2017 - Feb 2018
Revenue	\$404,851	-6.9%	\$434,775	\$5,317,683	-6.5%	\$5,689,664
Farebox Recovery Ratio	17.8%	-20.0%	22.3%	19.9%	-9.0%	21.9%
Subsidy per Passenger	\$3.65	35.0%	\$2.70	\$2.99	9.6%	\$2.73

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR and SIERRA SPIRIT

² Percent of trips zero min. early and five minutes or less late

RTC ACCESS Performance Statistics

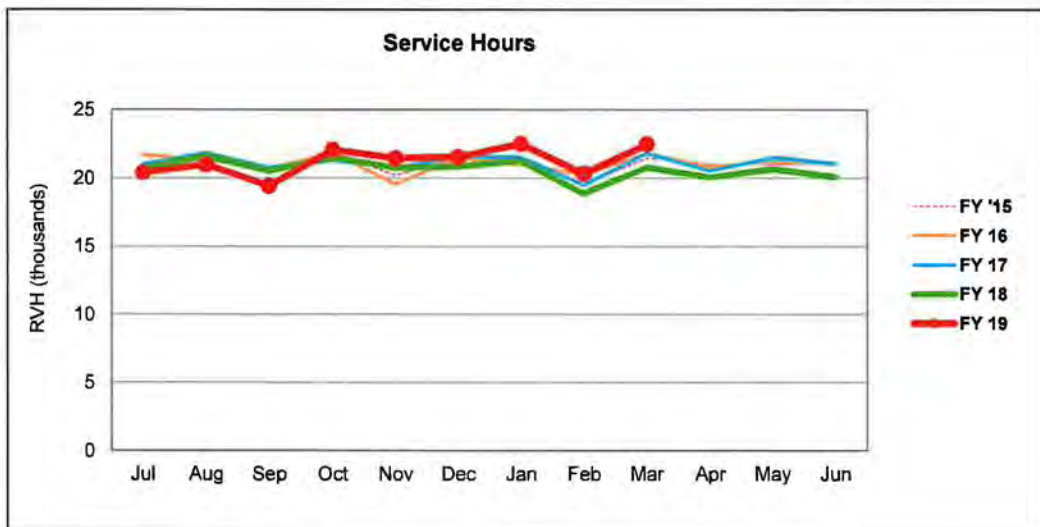
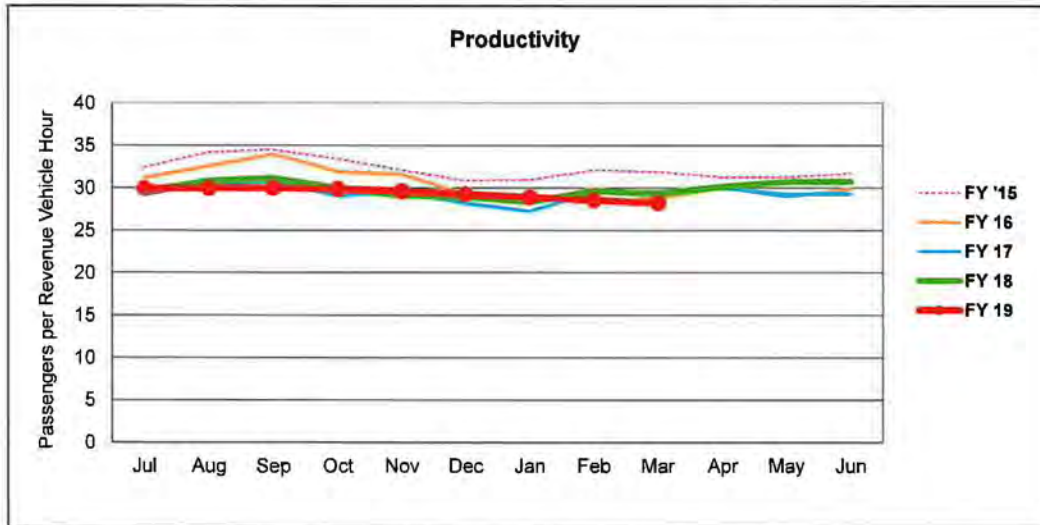
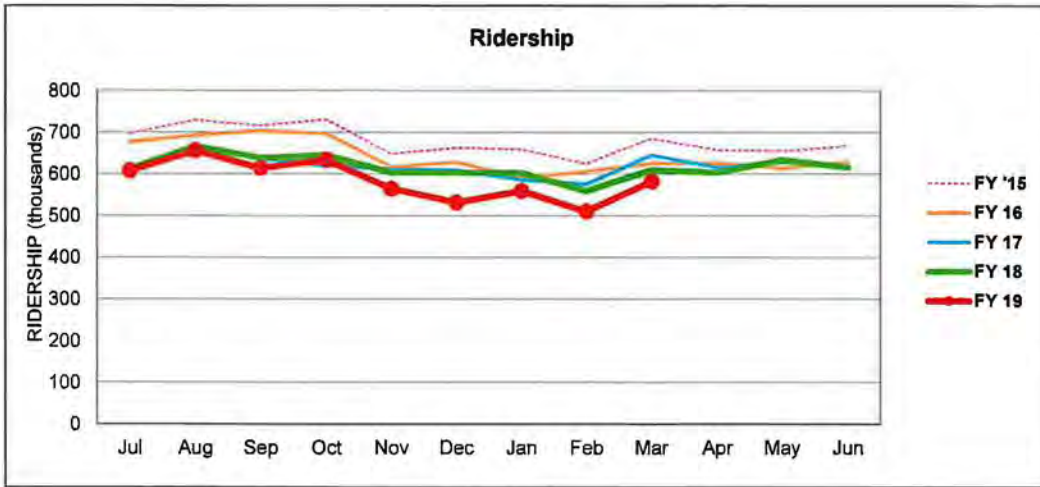
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar '19	Percent Change	Mar '18	Apr '18 - Mar '19	Percent Change	Apr '17 - Mar 18
Monthly Ridership	19,406	-13.2%	22,348	233,345	-6.3%	249,054
Weighted Avg. Daily Ridership	649	-2.1%	663	617	-0.2%	618
Revenue Vehicle Hours	9,111	4.6%	8,711	102,598	15.6%	88,745
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.13	-11.0%	2.39	2.14	-13.6%	2.47
Revenue Vehicle Miles (RVM)	150,039	16.2%	129,136	1,634,597	10.8%	1,474,731
Complaints per 1,000 Rides	0.31	-30.9%	0.45	0.67	-7.5%	0.72
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	-100.0%	2	5	-92.4%	66
Accidents per 100,000 Miles	0.67	0.0%	0.00	0.66	-3.7%	0.68
On-Time Performance (does not include taxi data)	94.8%	2.6%	92.4%	93.0%	-0.5%	93.5%
Taxi On-Time Performance	0.0%	-100.0%	92.4%	76.3%	-20.7%	96.2%
Performance Indicator	Dec '18	Percent Change	Dec '17	July '18 - Dec '18	Percent Change	July '17 - Dec '17
Revenue*	\$173,122	3.0%	\$168,039	\$1,021,720	3.8%	\$984,775
Farebox Recovery Ratio*	26.91%	18.97%	22.62%	24.14%	11.81%	21.59%
Subsidy per Passenger*	\$17.49	-8.6%	\$19.14	\$19.18	-8.4%	\$20.93

*December 2018 data is the latest available.

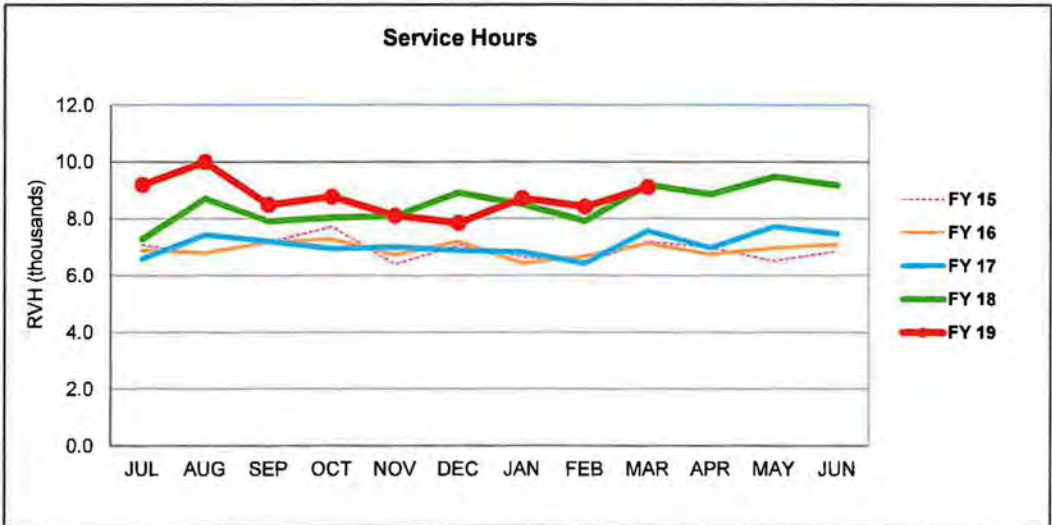
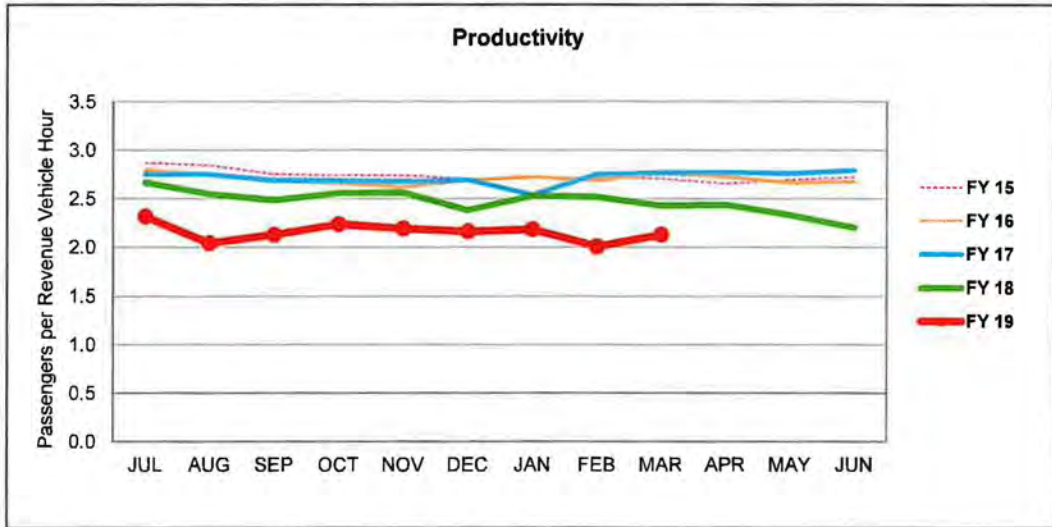
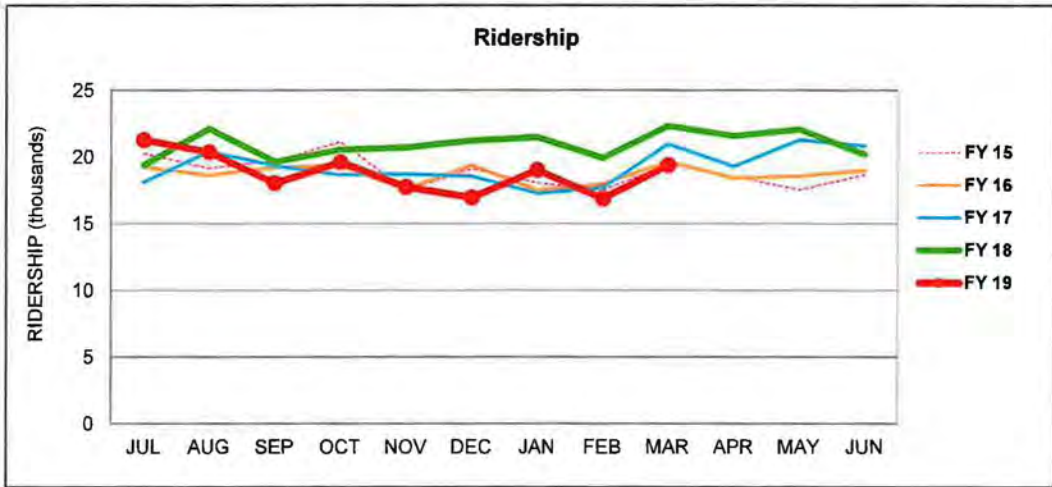
TART Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2019	Percent Change	Mar 2018	Apr 2018 - Mar 2019	Percent Change	Apr 2017 - Mar 2018
Monthly Ridership	4,510	16.6%	3,869	45,865	20.2%	38,156
Weighted Avg. Daily Ridership	146.1	17.3%	124.5	127.2	21.3%	104.9
Revenue Vehicle Hours (RVH)	361	-1.1%	365	4,345	4.0%	4,177
Passengers per RVH	12.5	17.9%	10.6	10.6	15.6%	9.1
Revenue Vehicle Miles (RVM)	7,869	-1.1%	7,956	93,051	2.2%	91,075
Revenue	\$4,779	9.6%	\$4,359	\$48,537	12.5%	\$43,157
Farebox Recovery Ratio	11.1%	6.6%	10.4%	9.4%	0.1%	9.4%
Subsidy per Passenger	\$8.51	-12.4%	\$9.71	\$10.16	-6.5%	\$10.87

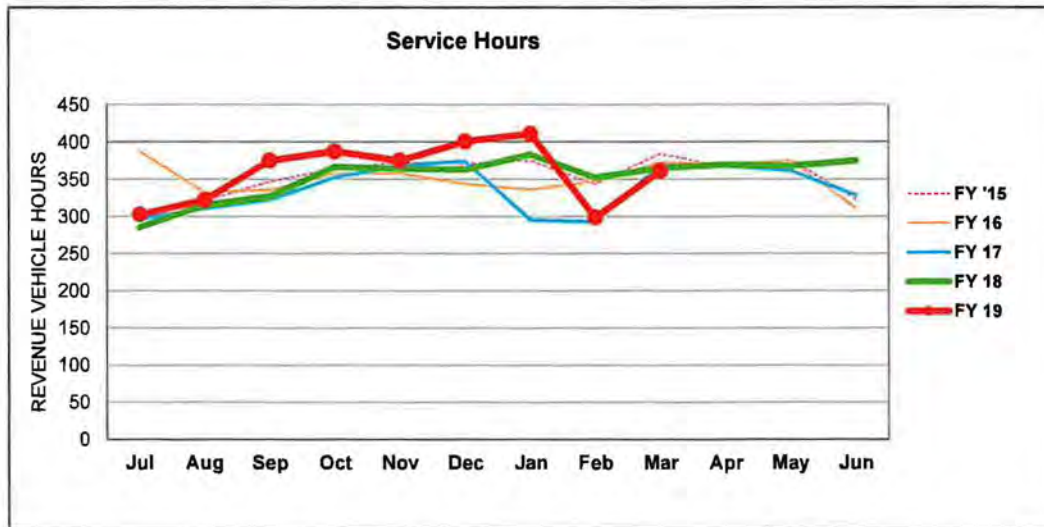
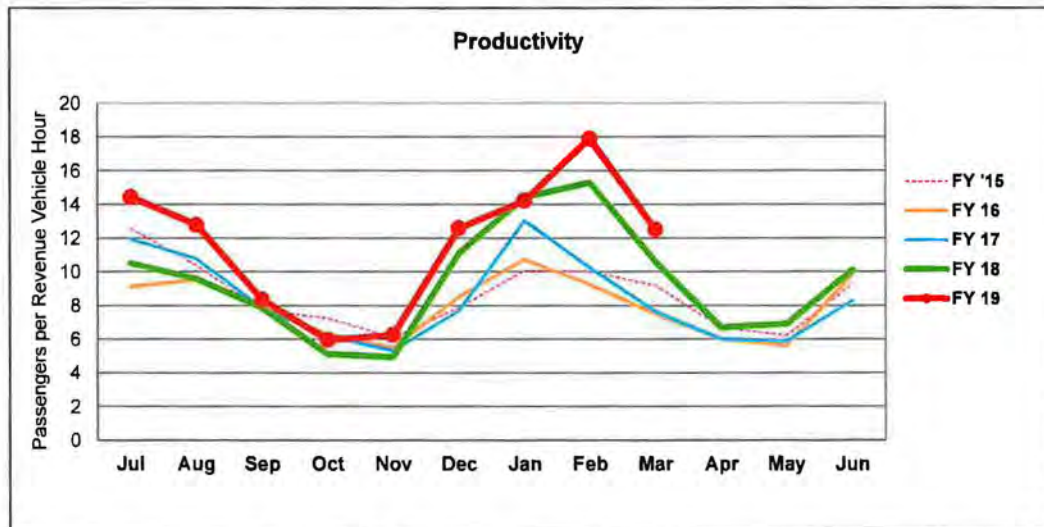
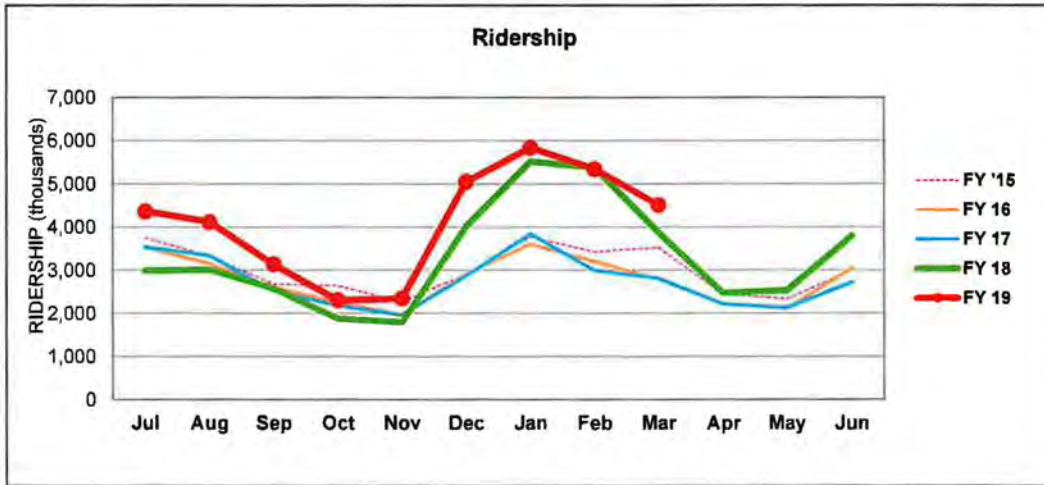
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada.

May 20, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning/Deputy
Executive Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

Staff continue to support community outreach efforts and provide technical support for the Small Starts process for this project. The Virginia Street project team continues extensive outreach activities with Midtown businesses and other stakeholders, identified under community outreach activities.

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. The first public meeting for the project was held on March 26th at Damonte Ranch High School. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

University Area Multimodal Transportation Study

This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it will include an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District. A Technical Advisory Committee meeting and series of walking audits were held for this project.

ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team is in the process of reviewing and commenting on the draft report. Staff will be asking these different stakeholders to provide input and comment on the draft plan prior to it being finalized. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. This project is on schedule.

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

The Request for Proposals (RFP) for this study was issued on March 19. Proposals are due on April 25. It is anticipated that a contract will be awarded at the June 21 Board meeting.

Bicycle and Pedestrian Planning

RTC is collaborating with other partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:

- Bicycle and Pedestrian Count Program – RTC has conducted bi-annual bicycle, pedestrian and wheelchair counts at 40 locations throughout the region.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). TMBA will be hosting Bike Month during the month of May and RTC is working with the advocacy coalition to help promote bicycling to work during the month.
- May 13th RTC partnered with Reno Bicycle Project to host a free bicycle repair clinic at the RTC 4TH STREET STATION from 4-6pm. The purpose of this was to promote the free repair station at both transit stations and help people get their bikes ready for Bike Month.
- During the month of May 40 intersections have been enhanced with green bike lanes. The funding for this project was through a collaborative TA Set-Aside grant between RTC, City of Reno, City of Sparks, and Washoe County. The purpose of the green bike lanes is to enhance potential conflict areas between bicyclists and vehicles, ultimately making the roadway safer.

Vision Zero

- The Vision Zero Task Force provided an update to the RTC Board in April.
- The Task Force is working on completing an action plan and identifying clear and measureable goals that will help our region reach zero pedestrian fatalities.
- Between January 1, 2019, and April 30, 2019, there have been 7 pedestrian fatalities in Washoe County. Last year during the same timeframe there were 3.
- The next Vision Zero Task Force Meeting is scheduled for April 11, 2019, at the RTC administration office.

Sustainability Planning

RTC has created a Green Team of agency staff to advance initiatives outlined in the RTC Sustainability Plan. The RTC received a certificate of recognition for its commitment to Environmental Compliance and Corporate Social Responsibility through the American Consumer Council's Green C Self-Certification Program. Achieving a Green Business Certification was identified as a short-term goal in the Sustainability Plan. The Sustainable Purchasing Policy has

been implemented and staff are actively purchase more sustainable items. The Green Team worked with IT to install a paper-tracking software which has helped in identifying the total amount of paper printed throughout the agency. This will assist the RTC in tracking the impact of paper reduction strategies in an effort to reduce paper usage by ten percent. RTC is also participating in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

RTC Affordable Housing Study

RTC held a Technical Advisory Committee meeting to start this study and also sought preliminary input from the HOME Consortium. The project team is currently developing an inventory of potential candidate sites for affordable housing near transit routes and conducting additional stakeholder meetings. A Technical Advisory Committee meeting is scheduled for May 14.

Development Review

RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering, and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the March Board meeting:

- Washoe County – 1
- City of Reno – 3
- City of Sparks – 1

This does not include proposals that were reviewed on which staff did not have any comments.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from April 17 to May 17:

April 17	Reno Sparks Chamber Business Roundtable with Senator Rosen
April 17	Mentoring UNR Engineering Capstone Class - Oddie Pedestrian Bridge Group Education Outreach
April 18	Senator Cortez Masto tours Midtown following FTA allocation announcement
April 22	Earth Day Free Transit Event
April 23	Reno Access Advisory Board Meeting - Mill Street Complete Streets Improvement Presentation
April 23	Reno Access Advisory Board Meeting - Oddie Wells Project Presentation
April 24	Sun Valley Transportation Improvement Project Community Meeting
April 25	Virginia Street Project Weekly Community Meeting
April 27	Kids on Big Rigs Event - electric bus display
April 29	Mentoring UNR Engineering Capstone Class - Highland Ranch Parkway Signal Group Education Outreach
May 1	Older Americans Month Opening Ceremonies
May 1	RTC Technical Advisory Committee (TAC) Meeting
May 1	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting

May 2	UNR Study Pop-Up Meeting
May 2	UNR Study Walking Audit
May 2	Ward 1 NAB Meeting - California/Keystone Project Outreach
May 3	UNR Study Walking Audit
May 7	Vision Zero Presentation at Nevada Transportation Conference
May 8	Sparks Consolidated 19-01 Project Community Meeting
May 9	Virginia Street Project Weekly Community Meeting
May 13	RTC and Reno Bike Project Bike Fix-It Station at 4TH STREET STATION
May 14	Reno Consolidated 19-01 Project Community Meeting Engineering outreach
May 15	Virginia Street Project Door-to-Door Outreach for businesses and residents
May 16	Virginia Street Project Weekly Community Meeting
May 17	Virginia Street Project Door-to-Door Outreach for businesses and residents

Media Relations & Social Media

The RTC issued five news releases and participated in 17 media interviews on various topics, including the service change, RTC free Earth Day transit, Senator Cortez Masto's Midtown tour, Older Americans Month, the Sun Valley Project community meeting, the Sparks roadway projects meeting, the Keolis contract, and green bike lanes.

Social media was used to promote weekly Virginia Street Project update videos, RTC's free transit on Earth Day, Senator Cortez Masto's Midtown tour after the FTA allocation announcement, the Virginia Street Project communication preferences survey, the Sun Valley Transportation Improvements Meeting, NDOT's North McCarran meeting, Truckee Meadows Earth Day event, a livestream on Facebook of the Sun Valley Transportation Improvements meeting, the South Meadows Study online survey, RTC's service change, NDOT's Keystone On- and off-ramp weekend closures, UNR Study pop-up meeting, Older Americans Month, Bike Month, the Sparks roadway projects and more.

Social media metrics the month of April: 50,786 people reached on Facebook and Twitter.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included the Sun Valley Transportation Improvements Project, the service change, a Virginia Street Project update and RTC's Bike-Fix It Station/Bike Month.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues. RTC is a participant in the weekly Regional Plan Update meetings with the local jurisdictions and other stakeholder agencies.

Nevada Department of Transportation (NDOT)

The RTC continues to have coordination meetings with staff from NDOT. Areas for collaboration include development of local public agency agreements between NDOT and RTC, the upgrade of the regional travel demand model, bicycle and pedestrian improvements, transportation alternatives projects, coordination regarding funding and the State Transportation Improvement Program, One Nevada statewide plan, the I-80 and US 395 widening and improvements to the Spaghetti Bowl, and other ongoing transportation studies.

Statewide Transportation Planning

RTC meets monthly with staff from NDOT, the Federal Highway Administration (FHWA), RTC of Southern Nevada, Tahoe Regional Planning Agency, Tahoe Transportation District and the Carson Area Metropolitan Planning Organization to discuss statewide transportation planning issues. Other topics addressed include statewide data for performance measures analysis, comments on proposed rulemaking, reauthorization of federal transportation legislation and preparation of the statewide plan.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy
Executive Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Unified Planning Work Program for Fiscal Years 2020-2021

RECOMMENDATION

Approve the FY 2020-2021 Unified Planning Work Program (UPWP).

SUMMARY

The Unified Planning Work Program (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 (MPO) 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.

Many of the tasks that are in the current UPWP have been carried forward to the FY 2020-2021 UPWP and will be completed during this timeframe. These projects include the following:

- Affordable Housing Study
- South Meadows Multimodal Transportation Study
- University Area Transportation Study
- Eagle Canyon Extension Alignment Alternatives and PEL Study
- Electric Vehicle Infrastructure and Advanced Mobility Plan

Some new tasks being proposed include:

- An update to the Regional Transportation Plan (RTP)
- An upgrade of the RTC travel demand model
- Electric Rate Structure Study and Transit Charging Infrastructure Plan
- Meadowood Mall Transfer Relocation Study
- RTC RIDE On-Board Rider Survey

FISCAL IMPACT

The fiscal impact of the two-year UPWP is a total of \$2,947,914 (\$2,705,516 federal planning funds/\$242,398 local match, either RTC Fuel Tax or RTC Sales Tax). The UPWP activities are included in the FY 2020 Budget to be presented at this same meeting and ongoing activities will be programmed in the FY 2021 Budget a year from now based upon estimated federal funding.

PREVIOUS ACTIONS BY BOARD

- May 19, 2019 Received Report on the Draft FY 2020 – FY 2021 UPWP
- May 18, 2017 Approved the FY 2018 – FY 2019 UPWP

ADDITIONAL BACKGROUND

Prior to developing the draft UPWP, staff issued a call for projects to generate ideas for inclusion in the proposed program. Staff received input from the Nevada Department of Transportation (NDOT), City of Reno, and City of Sparks. Several of these tasks will be integrated into the development of the RTP update and others will be addressed by staff at RTC in partnership with other agencies, as appropriate. Suggestions included the following:

- Evaluation of major intersections with sweeping right turn lanes which often have limited visibility of pedestrian crossings: RTC will work with staff at NDOT and the jurisdictions to identify the intersections of concern and conduct an analysis of crash data at these locations. This information will guide next steps in addressing conditions on a case by case basis.
- Continued coordination with NDOT and Storey County on I-80 commuter needs: RTC will work with staff at NDOT and Storey County to establish regular and ongoing coordination and communication regarding regional transportation needs.
- Evaluation of existing truck routes in the urban area: Through the 2050 RTP process, RTC will evaluate truck routes and freight movement in the urban area.
- Evaluation of pedestrian safety and access at railroad crossings: NDOT has conducted extensive work on railroad crossing safety throughout Nevada. RTC will coordinate with NDOT to address crossings of concern through Reno, Sparks, and Washoe County. Results will be incorporated into the 2050 RTP.
- Assessment of street lighting needs: RTC will coordinate a regional discussion/analysis of roadway lighting needs and potential standards/best practices.
- Pedestrian improvements in industrial areas: As part of the 2050 RTP process, RTC will work with staff from Reno, Sparks, and Washoe County to identify pedestrian improvements needed in industrial areas.
- Data collection through blue tooth technologies to analyze traffic congestion on Regional Roads: RTC will continue research into data resources that can further help track and monitor congestion levels in real time. RTC currently uses real-time INRIX traffic data to track traffic operations performance measures. While the INRIX data has been purchased for the state by NDOT, other data sources are available to purchase as well.

ADVISORY COMMITTEE(S) RECOMMENDATION

The draft FY 2020-2021 UPWP was recommended for approval on April 3, 2019, by the Technical Advisory Committee and the Citizens Multimodal Advisory Committee.

Attachment

**Regional Transportation Commission
of Washoe County**

UNIFIED PLANNING WORK PROGRAM

FY 2020 – FY 2021: July 1, 2019 to June 30, 2021



May 2019

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 for Metropolitan Planning Program Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Contact Information:
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Your RTC. Our Community.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

**UNIFIED PLANNING WORK PROGRAM
FY 2020 – FY 2021**

TABLE OF CONTENTS

	<u>Page</u>
Table of Contents	
1.0 INTRODUCTION.....	1
2.0 PLANNING EMPHASIS AREAS	1
2.1 Implementing MAP-21.....	2
2.2 Regional Models of Cooperation.....	3
2.3 Ladders of Opportunity.....	4
3.0 ENVIRONMENTAL JUSTICE/TITLE VI.....	5
4.0 TRANSPORTATION PLANNING PRIORITIES FOR FY 2018 – FY 2019	6
4.1 2040 Regional Transportation Plan Guiding Principles & Goals	6
4.2 Public Participation.....	8
4.3 Performance Based Planning.....	8
4.4 Regional Transportation Improvement Program	12
4.5 Air Quality.....	12
5.0 WORK ELEMENTS AND TASK DESCRIPTIONS	13
FINANCIAL SPREADSHEET—TABLE 3.....	28
APPENDIX A—RTC ORGANIZATIONAL CHART.....	29
APPENDIX B – NDOT/RTC ROLES AND RESPONSIBILITIES.....	30

UNIFIED PLANNING WORK PROGRAM FY 2020 – FY 2021

1.0 INTRODUCTION

The Fiscal Years 2020 – 2021 Unified Planning Work Program (UPWP) is developed by the Regional Transportation Commission of Washoe County (RTC). The UPWP describes transportation related planning activities scheduled during the period July 1, 2019 to June 30, 2021 in Washoe County. These activities will be undertaken by the RTC utilizing the annual federal allocations from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as well as state and local funds.

The RTC is designated by the Governor as the Metropolitan Planning Organization (MPO) for Washoe County. As the MPO, the RTC administers the federally required transportation planning process within the metropolitan planning area. The RTC planning process considers all modes of transportation and yields plans and programs consistent with the planned development of the urbanized area. The RTC coordinates transportation planning activities with the three member agencies – City of Reno, City of Sparks and Washoe County as well as other partner agencies including but not limited to the Nevada Department of Transportation (NDOT), the Truckee Meadows Regional Planning Agency (TMRPA), the Washoe County Health District – Air Quality Management Division (WCHD-AQMD), the Reno-Sparks Indian Colony (RSIC) and the Reno-Tahoe Airport Authority (RTAA).

The UPWP has been organized into six major elements with each element subdivided into specific tasks. The six major elements are as follows:

- Administration
- Development review for consistency with the Regional Transportation Plan (RTP)
- Multimodal planning
- Street and highway planning
- Public transportation
- Air quality planning

2.0 PLANNING EMPHASIS AREAS

In 2014, the FHWA and FTA sent a letter to the Executive Directors of MPOs and the heads of the State Departments of Transportation (State DOT) encouraging the agencies to give priority to the following emphasis areas in the updated unified planning work programs and statewide planning and research programs: MAP-21 Implementation, Regional Models of Cooperation, and Ladders of Opportunity. These three priorities were carried forward in the current transportation bill: Fixing America's Surface Transportation (FAST) Act. The planning emphasis areas have been integrated into the RTC planning work program for Fiscal Years 2020 – 2021, as described in this section.

2.1 Implementing MAP-21 and the FAST Act

The metropolitan transportation planning process specified by the FAST Act and the implementing regulations contained in Title 23 Part 450 of the Code of Federal Regulations (CFR) requires the RTC to maintain a cooperative, continuous and comprehensive framework for making transportation investment decisions in the metropolitan area.

The FAST Act carries forward and expands the performance-based transportation planning framework established under MAP-21. This UPWP includes data collection and analysis tasks that will facilitate annual reporting about safety, travel delay, pavement condition, alternative mode share, and other performance metrics. This UPWP includes tasks to continue evaluation of the transportation performance measures and performance targets established in the Regional Transportation Plan (RTP). It anticipates that these performance measures will be refined based on statewide MPO/NDOT coordination in the development of future RTPs. The project prioritization process for the RTP reflects consideration of the adopted performance measures.

Transportation legislation also requires the planning process to consider eight factors in the MPO's development of their regional transportation plans and programs. The eight factors are listed below and the following table outlines the associated UPWP tasks that address and support them.

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient transportation system management and operation
8. Emphasize the preservation of the existing transportation system

Table 1: Planning Factors and UPWP Tasks

Task	Planning Factor									
	1 Vitality	2 Safety	3 Security	4 Access	5 Environment	6 Connectivity	7 Efficiency	8 Preservation	9 Resiliency/ Reliability	10 Travel & Tourism
1.1 Administrative/ Continuing Planning	*	*	*	*	*	*	*	*	*	*
1.2 Unified Planning Work Program	*	*	*	*	*	*	*	*	*	*
1.3 MPO Certification	*	*	*	*	*	*	*	*	*	*
1.4 Statewide Planning	*	*	*	*	*	*	*	*	*	*
1.5 Training	*	*	*	*	*	*	*	*	*	*
2.1 RTC Development Review & Meeting Attendance	*	*			*	*	*		*	*
3.1 Regional Transportation Improvement Program	*	*	*	*	*	*	*	*	*	*
3.4 Regional Transportation Plan (RTP) Activities	*	*	*	*	*	*	*	*	*	*
3.5 Congestion Management Process	*	*				*	*	*	*	*
3.10 Public Participation Plan	*	*	*		*	*	*			
3.11 Community Involvement Planning	*	*	*	*	*	*	*		*	*
3.13 Corridor and Area Planning	*	*	*	*	*	*	*	*	*	*
4.1 Regional Road Impact Fee Activities	*	*		*	*	*	*			
4.2 Geographic Information System (GIS) Mgt.		*	*	*			*	*	*	*
4.3 Traffic Forecasting		*					*	*	*	*
4.18 RTC Traffic Model Upgrade/Conversion to TransCAD	*	*		*		*				*
4.27 TMRPA Shared Services	*				*	*			*	
4.31 Data Collection and Analysis Program	*	*	*		*	*	*		*	*
5.2 Transit Planning	*				*	*		*	*	*
6.1 Air Quality Modeling/Analysis	*				*			*	*	
6.2 CMAQ Planning	*				*	*	*	*	*	
6.3 RTIP/RTP Conformity Analysis					*				*	

* Indicates that task supports planning factor

2.2 Regional Models of Cooperation

Through UPWP tasks such as Regional Transportation Plan Activities and Statewide Planning, RTC ensures a regional approach to transportation planning by promoting cooperation and coordination across transit agency, MPO and state boundaries. The Nevada MPOs and NDOT, in partnership with the FHWA Nevada Division Office and FTA Region 9 Office, have adopted a coordinated approach to transportation planning through the formal Planning Executive Group

and various sub-committees. This coordinated approach allows for information sharing about data, needs assessments, funding projections, financial reporting, planning initiatives, project delivery and other issues. RTC participates in multi-jurisdictional and multi-state investment studies coordinated by NDOT, including the Reno-Sparks Freeway Traffic and Spaghetti Bowl Studies, I-11 and Intermountain West Corridor Study, and the One Nevada (Long Range) Transportation Plan. Through the Trans-Sierra Coalition, RTC collaborates with the Carson Area MPO, Tahoe Area MPO, Tahoe Transportation District, NDOT, CalTrans, and other jurisdictions in these planning areas regarding common transportation needs.

As an organization that integrates the functions of MPO, transit service provider, and regional road builder, RTC seamlessly integrates planning for multimodal transportation needs.

2.3 Ladders of Opportunity

RTC strives to provide access to essential services to all residents of Washoe County. Through the UPWP Geographic Information Systems (GIS) task, RTC is able to continue analysis of transportation service and access to employment, health care, schools/education, and recreation. Through the Community Involvement Planning UPWP task, RTC is able to develop and evaluate new approaches and techniques to expanding public participation, particularly in transportation disadvantaged communities.

The Regional Transportation Plan (RTP) Activities UPWP task is being used to continue updating the *ADA Transition Plan*, as well to complete the *Electric Vehicle Infrastructure and Advanced Mobility Plan*, which will examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County. Through development of the *Electric Vehicle Infrastructure and Advanced Mobility Plan*, staff will consult with officials in the travel and tourism profession, among others, to explore the relationship between shared mobility and tourism.

Another document to be completed through the RTP Activities task will include an update to the Coordinated Human Services Transportation Plan, which identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting these needs, and prioritizes transportation services for funding and implementation. This document will be developed in conjunction with the update to the RTP.

Under the UPWP Transit Planning task, staff will complete the Affordable Housing Study, which identifies potential opportunities to establish housing in locations that would support transit service and provide future residents with enhanced mobility options.

3.0 ENVIRONMENTAL JUSTICE/TITLE VI

Achieving equity and environmental justice in provision of transportation projects and services is an important goal of the RTP. The RTC strives to serve the transportation needs of all residents in the planning area without discrimination based on age, income, race, language, ethnicity, or ability. RTC complies with the federal policies and requirements listed below:

- Title VI of the Civil Rights Act of 1964: No person in the U.S. shall, on the basis of race, color, or national origin, be excluded from participation in, denied benefits of, or subjected to discrimination under any program receiving federal funding. RTC is required to take steps to ensure that no discrimination on the basis of race occurs. Title VI requires reporting about how transit services are implemented and what measures the RTC is taking to provide equal access to public transportation.
- Americans with Disabilities Act (ADA) of 1990: Requires that disabled persons have equal access to transportation facilities. This includes wheelchair accessible accommodations in the transit system.
- Executive Order on Environmental Justice: Executive Order 12898 requires the identification and assessment of disproportionately high and adverse impacts on minority and low-income populations.

Transportation projects and services are implemented in conformance with the RTC Title VI Policy. RTC submits a Title VI Report to the Federal Transit Administration every three years, with the most recent developed in 2017. As identified in the report, the following measures are in place to comply with Title VI requirements:

- Minority, low-income, and Limited English Proficiency (LEP) persons are able to provide meaningful input into the planning process through participating in public meetings held in locations near transit routes and where translators and materials are provided in Spanish and English.
- RTC has a complaint procedure in place to investigate and track Title VI concerns.
- RTC submits an annual Title VI Certification and Assurance report to the US Department of Transportation.

RTC Title VI Policy

The RTC is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended.

No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that the RTC furnishes on the basis of race, color, or national origin. Frequency of service, age and quality of RTC vehicles assigned to routes, quality of RTC stations serving Washoe County, and location of routes will not be determined on the basis of race, color or national origin.

The 2040 RTP includes a chapter to specifically address promoting equity and environmental justice in regional transportation. The chapter includes an analysis of impacts of RTC projects and services on low income and minority population.

As part of the planning process for all applicable tasks, socioeconomic and environmental data are analyzed. Environmental justice applies to all transportation services and is part of the overall planning process. As the Metropolitan Planning Organization (MPO), the RTC complies with Title VI and addresses environmental justice by:

- Enhancing the analytical capabilities to ensure that the RTP and the RTIP comply with Title VI.
- Identifying residential, employment and transportation patterns of low-income and minority populations so that their needs can be identified and addressed and the benefits and burdens of transportation investment can be fairly distributed.
- Evaluating and, where necessary, improving the public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decision making.

4.0 TRANSPORTATION PLANNING PRIORITIES FOR FY 2020 – FY 2021

This section describes the priorities of the RTC planning program for the next two years.

4.1 2040 Regional Transportation Plan Guiding Principles & Goals

The RTC Board approved the resolution adopting the 2040 Regional Transportation Plan (RTP) on May 18, 2017 and received conformity determination from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Environmental Protection Agency (EPA) on June 12, 2017. The RTP reflects over eighteen months of community outreach and agency coordination and provides a balanced approach to improving safety, livability and regional connectivity. The plan represents the region's transportation vision and quality of life investments for a safe and healthy community, economic development and diversification, sustainability, and increased travel choices.

The RTP was developed through a people-based approach with input from community residents and stakeholder agencies. The general public participated through community planning workshops, transportation issue-specific open houses, presentations to local jurisdictions, and the RTP website and online survey. Additionally, the agency's efforts were supplemented with a variety of multimedia outreach initiatives.

The 2040 RTP establishes the guiding principles and goals for regional transportation planning in Washoe County, as described below. These priorities are implemented through the planning projects in this UPWP.

2040 RTP Guiding Principles & Goals

The four guiding principles include promoting:

- Safe and healthy communities
- Economic development and diversification
- Sustainability, and
- Increased travel choices

The nine goals include:

- Improve safety
- Integrate land use and economic development
- Promote healthy communities & sustainability
- Manage existing systems efficiently
- Integrate all types of transportation
- Focus on regional connectivity
- Promote equity and environmental justice
- Improve freight & goods movement, and
- Invest strategically

The UPWP links the long range guiding principles of the 2040 RTP to performance based planning and project delivery. As an example, the annual reporting of performance targets in the RTP will be conducted through the data collection and analysis program in the UPWP. The community involvement planning task will allow RTC to continue the collaborative partnerships with other agencies, organizations, and members of the general public that were established or strengthened through the RTP development process. The corridor studies included in the UPWP will facilitate analysis of safety and multimodal transportation issues that are at the core of the guiding principles to provide safe and healthy communities and increase travel choices. The corridor studies bring an approach that links planning and environmental analysis early in project development.

Through the FY 2020 – FY 2021 UPWP, the RTC will conduct several planning initiatives that support the RTP. In addition to the *ADA Transition Plan* and *Advanced Mobility Plan* mentioned previously, staff will utilize the RTC travel demand model to reflect the preferred growth alternative identified in the 2019 update of the Truckee Meadows Regional Planning Agency's (TMRPA) Regional Plan. This process will help determine the need for potential transportation improvement projects to allow for better preparedness in support of future land use trends in the region. An emphasis on regional safety will also be a significant component of the RTP, while RTC staff continues to partner with groups such as Vision Zero Truckee Meadows.

4.2 Public Participation

Public and agency coordination is the cornerstone of the transportation planning process. The Public Participation Plan was updated in FY 2017 and the RTC will continue to monitor its implementation.

The public participation plan ensures that citizens are given the opportunity to be part of the planning efforts that will shape their communities in the future. The plan is a proactive public participation process for the RTC that provides complete information, timely public notice, full public access to key decisions, and it supports early and continuing involvement of the public in developing regional plans and programs. The purpose of the public participation plan is to increase citizen awareness and participation while widening the range of voices and views in the planning process. The plan explains how RTC operates, establishes core values for public participation and outlines strategies for increasing public information and involvement in the planning process. RTC uses a wide range of public participation approaches, including community planning workshops, roundtable discussions, open house meetings, websites, social media, and print and broadcast media.

4.3 Performance Based Planning

The 2040 RTP identified performance measures that are consistent with the national priorities included in MAP-21. The performance measures are being tracked and analyzed in an annual report produced by RTC, as well as being reported to NDOT for their use in carrying out the requirements of the National Performance Management program. The information from this analysis will be used in future updates to the RTP as projects are evaluated. Performance measures are linked to the congestion management process (CMP), which considers safety, alternative mode priorities, operations, and travel delay in project selection and prioritization. The performance management program and CMP will be used to analyze any potential changes that could be made to the capacity program through the RTP process.

As national and state performance targets are developed or refined, RTC will update the regional performance targets as necessary. RTC is actively participating with NDOT and other Nevada MPOs as targets for the performance measures are being established or updated. The 2040 RTP performance measures are provided below in Table 2.

Table 2: Goals and Performance Measures

SAFETY				
RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Improve Safety	Preventable transit crashes per 100,000 miles of service	0	RTC RIDE 1.36 per 100,000 miles RTC ACCESS 0.66 per 100,000 miles	Working towards goal
	Number of fatal crashes (5-year average)	8% annual reduction from previous year trend line (37 for year 2017)	37	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Number of fatal crashes per 100 million VMT (5-year average)	1.01 for year 2017 based on fatal crashes target	1.00	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes (5-year average)	Maintain existing decreasing trend (172 for year 2017)	161	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes per 100 million VMT (5-year average)	4.80 base on serious injury crashes target based on serious injury crashes target	3.59	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized fatalities (5-year average)	8% annual reduction from previous year trend line (13 for year 2017)	13	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized serious injuries (5-year average)	Maintain existing decreasing trend (33 in 2017)	32	Met 2017 goal and working towards aspirational goal of Zero Fatalities
	Miles of bicycle lanes added & percent of Bicycle Pedestrian Master Plan completed	3-7% of plan implemented per year	3.88 miles of bike lanes added	Working towards goal
	Miles of sidewalks added of enhanced & percent of ADA Transition Plan completed	3-7% of plan implemented per year	<ul style="list-style-type: none"> • 3.7 miles of sidewalks added • 22 crosswalks replaced • 14 new crosswalks installed • 7 crosswalk warning devices installed • Crosswalk lighting installed at one location • 90 pedestrian ramps installed 	Working towards goal Construction is underway for more than seven miles of sidewalk/paths for 4th/Prater and SouthEast Connector. Will report in FY 2018.

INFRASTRUCTURE CONDITION/TRANSIT STATE OF GOOD REPAIR					
RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status	
Manage Existing Systems Efficiently	Pavement condition index for Regional Roads	80	83.3	Exceeded goal	
	Preventive maintenance of transit rolling stock and facilities	100% of transit preventive maintenance performed on time	100% of preventive maintenance performed on time for RTC RIDE and RTC ACCESS	Met goal	
	Maintain industry standard vehicle life cycle	Varies per vehicle	Vehicle life cycle: Access paratransit vehicles = seven years RIDE fixed route vehicles = 12 years.	Met goal	
	CONGESTION REDUCTION				
	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status	
	Percentage of person-miles traveled that are reliable on the Interstate System	Targets to be determined	92.4% of the system has a Level of Travel Time Reliability (LOTTR) less than 1.50	Establishing Baseline Data	
	Percentage of person-miles traveled that are reliable on the Non-Interstate National Highway System (NHS)	Targets to be determined	71.8% of the system has a Level of Travel Time Reliability (LOTTR) less than 1.50	Establishing Baseline Data	
	Transit passengers per service hour	30 (ongoing)	29.4	Working towards goal	
Vehicle Miles Traveled (VMT) per person	Max of 27 VMT per person, per day	22.96	Met goal		

FREIGHT MOVEMENT & ECONOMIC VITALITY				
RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Improve Freight & Goods Movement	Truck Travel Time Reliability (TTTR) Index	Targets to be determined	TTTR Index = 1.42	Working towards goal
SYSTEM RELIABILITY				
RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Manage Existing Systems Efficiently	Transit on-time performance	90% transit on-time performance	91.1%	Exceeded goal

ENVIRONMENTAL SUSTAINABILITY				
RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Integrate All Types of Transportation	Alternative mode share by corridor	40% on E 4th Street/Prater Way, 40% on Virginia Street by 2040	35% alternative mode share on 4th Street/Prater Way 26.2% mode share on Virginia St	Working towards goal
Integrate Land Use & Economic Development	Alternative mode share in the transit service area	15% by 2040	12.21%	Working towards goal
Promote Healthy Communities & Sustainability	Fleet mix — alternative fueling technologies	100% electric or CNG fleet by 2040	The RTC ACCESS fleet mix is 100% CNG The RTC fleet mix breaks down as follows: • Diesel — 49 • Electric Diesel Hybrid — 16 • Electric — 4	Working towards goal 17 electric buses to begin service in 2018
	Auto emissions	The current status of the various pollutants in Washoe County is listed below: CO (8-hr): Attainment/Maintenance for Hydrographic Area #87. Attainment/Unclassifiable for the rest of Washoe County PM10 (24-hr): Attainment/Maintenance for Hydrographic Area #87. Attainment/Unclassifiable for the rest of Washoe County. Support the goals identified in the Washoe County Health District, Air Quality Management Division's Ozone Advance Path Forward. Regional emissions analyses were performed for each pollutant to document conformity with the CAAA as part of the RTP. The Regional Transportation Commission, in collaboration with the local agencies, has also been implementing programs that reduce motor vehicle emissions in the region.	CO: 65,697 lbs./day in Hydrographic Area #87. PM10: 4,201lbs./day in Hydrographic Area #87.	Met Goal

4.4 Regional Transportation Improvement Program

The short-range planning document, the Regional Transportation Improvement Program (RTIP), represents the first five years of the 2040 RTP. The document is developed in draft form by RTC staff based upon joint work by RTC staff and staff representatives of the local government agencies. RTC's advisory committees then review the document and the RTC Board adopts it through a public hearing process following a 21-day public comment period. The RTC and NDOT work together to develop, analyze, and coordinate projects included in the RTIP and Statewide Transportation Improvement Program (STIP). RTC continues to collaborate with NDOT and other Nevada MPOs to streamline the RTIP/STIP documentation process through the electronic STIP (eSTIP) at <https://estip.nevadadot.com/default.asp>.

A federal fiscal year (FFY) 2020-2024 RTIP is anticipated to be adopted in August 2019. The programs/projects included in the RTIP will be monitored and maintained throughout this fiscal year.

4.5 Air Quality

One of the deliverables anticipated to come out of the RTP Activities task is an update to the Plan (2045 RTP). As part of this process, staff will work with regional partners through the interagency consultation process to ensure that the 2045 RTP conforms to all applicable State Implementation Plans (SIPs) and the Clean Air Act (CAA). Should the need arise to amend the current 2040 RTP, staff will work with the interagency consultation group to ensure conformity on any proposed amendments as well.

The RTC also partners with the Washoe County Health District in community outreach and education programs to promote public health through active transportation, including Nevada Moves Day, the annual Washoe County Healthy Community Forum, and Bike to Work, School and Fun Month.

5.0 WORK ELEMENTS AND TASK DESCRIPTIONS

This section describes the six major elements and the tasks within those elements. Except as otherwise noted the RTC is the administrator of each of the tasks.

WORK ELEMENT: 1.0 ADMINISTRATION

PREVIOUS AND ONGOING WORK

The tasks in this work element cover activities related to the overall administration of RTC's transportation planning program. All tasks are annual or ongoing activities undertaken to maintain compliance with federal/state regulations, organize and manage Planning Department activities and improve staff skills.

This element also funds the reproduction and distribution of the many required planning documents including the RTIP, RTP, UPWP, Public Participation Plan, and other documents mandated by the FAST Act. In addition, this work element funds the continuing, comprehensive, and cooperative planning and public involvement process required by the FAST Act, including publication of public notices and providing support to the RTC advisory committees.

In the FY 2018 – FY 2019 timeframe, major accomplishments in this element included:

1. Completion of the FY 2018 and FY 2019 budget objectives and task schedule
2. Completion of the FY 2018 – FY 2019 UPWP
3. Ongoing production of agendas, agenda materials and organizing meetings of the RTC advisory committees
4. Training and conference attendance that have enhanced staff's knowledge of new Geographic Information System (GIS) applications, travel demand forecasting, microsimulation programs, safety analysis, and multimodal transportation planning
5. Continued participation in the Transportation Planning Advisory Committee (TPAC) and statewide planning efforts

RTC continues to work in coordination with local governments and state and federal transportation agencies to implement and accomplish planning programs. This occurs through the monthly meeting and review of the Technical Advisory Committee (TAC); monthly Planning Executive Group (PEG) and sub-group meetings with NDOT, FHWA, and the other Nevada MPOs; RTC staff participation with the TPAC; the Truckee Meadows Regional Planning Agency (TMRPA); technical advisory groups for specific projects and studies; and many other committees and groups.

TASKS

1.1 Administration/Continuing Planning

Task Elements

Perform general administrative functions concerning the transportation planning program including preparation of administrative reports, analyses, budgets, goals and objectives,

correspondence, documents, memos, etc. Also includes the time and materials used for the advertising, preparation and conducting of the public involvement activities including all RTC advisory committees and their subcommittees, the RTP Agency Working Group and any special committees convened to address regional transportation issues and other public meeting/involvement activities. Provide dues, subscriptions and professional memberships to organizations as appropriate.

Expected Products

- Monthly agendas for advisory committees and general administrative functions
- Miscellaneous reports, analyses, correspondence and memoranda

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$571,064
	Local	<u>\$30,056</u>
	TOTAL	\$601,120

1.2 Unified Planning Work Program

Task Elements

Prepare and process the quarterly reports for the FY 2020 – FY 2021 Unified Planning Work Program (UPWP) as well as year-end reports. Prepare and submit any necessary amendments to the UPWP. Prepare and adopt the FY 2022 – FY 2023 UPWP in cooperation with local, state and federal agencies.

Expected Products

- FY 2020 – FY 2021 UPWP quarterly and annual reports
- Amendments to the FY 2020 – FY 2021 UPWP as necessary
- An adopted FY 2022 – FY 2023 UPWP

Completion Date: June 2021 as well as ongoing task

Funding:	Federal PL Funds	\$10,707
	Local	<u>\$564</u>
	TOTAL	\$11,271

1.3 MPO Certification

Task Elements

This task includes preparing and maintaining documentation of all planning activities carried out by RTC for MPO certification by the Secretary of the U.S. Department of Transportation (USDOT) pursuant to MAP-21 and FAST Act requirements.

Expected Products

Support for MPO certification

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$14,277
	Local	<u>\$751</u>
	TOTAL	\$15,028

1.4 Statewide Planning

Task Elements

Participate in the statewide transportation planning process including attendance and participation in the TPAC and other project advisory committees, coordination on planning studies and data sharing efforts, involvement in the project selection process, input on safety improvements and other applicable activities.

Expected Products

Coordinated state planning process and documents

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$35,692
	Local	<u>\$1,879</u>
	TOTAL	\$37,571

1.5 Training

Task Elements

Facilitate and attend training courses and webinars related to multimodal transportation planning and safety as appropriate, including training on specific planning tools and programs such as TransCAD, VISSIM, GIS, etc. Maintain in-house library of transportation planning publications and other materials for use by RTC and local agency staff.

Expected Products

- Increased staff skill and knowledge levels
- Organized, up-to-date and functional library

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$64,245
	Local	<u>\$3,381</u>
	TOTAL	\$67,626

WORK ELEMENT: 2.0 DEVELOPMENT REVIEW

PREVIOUS AND ONGOING WORK

The Cities of Reno and Sparks and Washoe County solicit comments from RTC on all major residential, commercial, industrial and other proposed developments, particularly those of regional significance. RTC provides comments on the anticipated traffic impacts associated with the development and the need to provide right-of-way and improvements to serve all modes of travel per the RTIP and RTP. The information generated by this review process serves as an important input to the transportation planning process.

One of the most important products of the development review task is the identification of development impacts to long-range transportation improvements contained in the RTP. In particular, the development review process has identified right-of-way needs and allowed for corridor protection through building setbacks, project redesign and advance right-of-way acquisition, when appropriate. This process also allows RTC to identify and request accommodations for transit services and provide information on trip reduction opportunities where applicable.

TASKS

2.1 RTC Development Review and Meeting Attendance

Task Elements

Perform reviews of proposed developments to determine transportation impacts, recommend mitigation measures and comment to public agencies in a timely fashion. Represent RTC as the MPO at development-related meetings and provide supporting information to local commissions, boards, planning staffs and consultants regarding RTC comments.

Maintain a development review database containing information on project location, land-use, trip generation and RTC comments. Document the consistency of the population and employment impacts of approved projects in future year forecasts.

Expected Products

- Letters to the local jurisdictions containing RTC comments on proposed developments as necessary
- Current and continuously updated and accurate database for approved development

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$28,553
	Local	\$1,503
	TOTAL	\$30,056

WORK ELEMENT: 3.0 MULTIMODAL PLANNING AND PROGRAMMING

PREVIOUS AND ONGOING WORK

This work element encompasses RTC's multimodal planning and programming activities. During the FY 2018 – FY 2019 timeframe, the major activities under this task included amendments and administrative modifications to the FFY 2018-2022 RTIP and the 2040 RTP. Initial development of the FFY 2020-2024 RTIP also commenced. An update to the ADA Transition Plan was finalized and an updated Public Participation Plan was adopted on November 17, 2017, to reflect changes in federal legislation, current outreach procedures, and changes to the structure of RTC advisory committees.

TASKS

3.1 Regional Transportation Improvement Program (RTIP)

Task Elements

Maintain the MAP-21/FAST Act compliant FFY 2018-2022 RTIP through the transition to the FFY 2020-2024 RTIP. Include new transportation projects within the urbanized area proposed to use RTC and other local, state or federal funds and prepare and complete all necessary amendments and administrative modifications.

Expected Products

- Maintenance of the 2018-2022 RTIP through September 30, 2019 and development of the FFY 2020-2024 RTIP, which will be effective October 1, 2019
- Amendments and modifications to the RTIP as needed
- Initial development of the FFY 2022-2026 RTIP toward the end of the two-year UPWP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$24,984
	Local	\$1,315
	TOTAL	\$26,299

3.4 Regional Transportation Plan (RTP) Activities

Task Elements

The 2040 RTP was adopted by the RTC Board on May 18, 2017, and Amendment 1 was approved on August 17, 2018. Work will begin to develop the 2045 RTP for a tentative adoption in the spring of 2021. However, this task will also include maintenance and any necessary amendments to the 2040 RTP until the 2045 Plan is adopted. Community outreach during the development of the 2045 RTP, as well as coordination with partner agencies and local governments, will be a significant aspect of this task. The Coordinated Human Services Transportation Plan will be developed in coordination with the 2045 RTP. This plan identifies the transportation needs of individuals with disabilities, older adults, and people with low

incomes, provides strategies for meeting these needs, and prioritizes transportation services for funding and implementation.

An update to the ADA Transition Plan was finalized during the FY 2018-2019 UPWP cycle and adoption of the plan is anticipated around the time of the new fiscal year. Development of the Electric Vehicle Infrastructure and Advanced Mobility Plan will be completed under this work program as well. The Electric Vehicle Infrastructure and Advanced Mobility Plan will examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County. It will also look at what the region can do to prepare for these coming changes in order to provide for a more seamless transition to new modes of transportation.

Safety will also be a significant component to the RTP Activities task. RTC staff will continue to participate in Vision Zero Truckee Meadows to provide analysis and outreach in an ongoing effort to improve pedestrian safety. Potential focus areas include needs assessment of street lighting and identification of intersections on Regional Roads that present safety concerns for pedestrians. In addition, an evaluation of pedestrian connectivity and safety in industrial areas could also be an area of focus.

Potential freight-related sub-tasks might include evaluation of existing and proposed truck routes within the region and identification of proposed safety improvements at railroad grade crossings. It is anticipated that these sub-tasks would involve significant coordination with NDOT and the local jurisdictions.

Expected Products

- RTP amendments as needed throughout the year
- Development of the 2045 RTP
- Completed Electric Vehicle Infrastructure and Advanced Mobility Plan
- Pedestrian safety outreach and analysis

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$535,137
	Local	<u>\$28,165</u>
	TOTAL	\$563,302

3.5 Congestion Management Process

Task Elements

An updated congestion management process will be developed to reflect the guiding principles, goals, and project evaluation factors in the 2045 RTP. This process includes safety, alternative mode capacity, operational improvements, land use compatibility, and community input as factors in the CMP.

The CMP will be used for new projects that are suggested for incorporation into the RTP. The CMP will be instrumental in any future updates to the RTP as well.

Expected Products

CMP evaluation of proposed projects for the 2045 RTP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$2,141
	Local	<u>\$113</u>
	TOTAL	\$2,254

3.10 Public Participation Plan Development/Update

Task Elements

The RTC Board adopted an updated Public Participation Plan on November 17, 2017, to reflect changes in federal legislation, current outreach procedures, and changes to the structure of RTC advisory committees. This is an ongoing task to ensure that the public participation plan is in compliance with federal regulations and that the agency is making the best use of all the available methods to engage the public in the planning process.

Expected Products

Maintenance of the Public Participation Plan

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$2,141
	Local	<u>\$113</u>
	TOTAL	\$2,254

3.11 Community Involvement Planning

Task Elements

RTC will continue to build on the community outreach activities including those related to planning studies, visioning, and other regional transportation planning issues. This task includes development of outreach and presentation materials. The RTC has also taken a lead role in the Vision Zero Truckee Meadows Coalition and will continue to help facilitate data sharing and outreach to support the goals of this community partnership.

Expected Products

Outreach activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$53,537
	Local	<u>\$2,818</u>
	TOTAL	\$56,355

3.13 Corridor and Area Planning

Task Elements

During the previous UPWP cycle, three corridor/area studies were initiated: the South Meadows Region Multimodal Transportation Study, the University Area Transportation Study, and the Eagle Canyon Extension Corridor Study. These studies will be completed under this UPWP. The RTC will also continue to collaborate with NDOT on their analysis of freeway and interchange improvements as they interface with the Regional Road network.

Corridor/area studies specific to this UPWP are listed below. However, activities for the FY 2020 – FY 2021 UPWP also include any special planning analyses/corridor studies to further overall regional goals and objectives as needed.

- South Meadows Region Multimodal Transportation Study: The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity and transit service needs. The study is generally located in the South Meadows area in Reno and Washoe County, and will analyze the projected growth in the area.
- Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study: Through the North Valleys Region Multimodal Transportation Study, staff received input during public outreach suggesting development of a North Valleys Connector project that would provide a direct connection between the North Valleys and Spanish Springs. The potential alignment includes sections of Eagle Canyon Road and unimproved Hungry Valley Road, which is located within the Reno-Sparks Indian Colony. This study will examine the feasibility of the alignment, potential funding sources to implement improvements, and the forecasted land use and traffic impacts within the corridor. It will assess necessary multimodal improvements up to and including the existing Eagle Canyon Road through its terminus at Pyramid Highway.
- University Area Transportation Study: This study will evaluate multimodal transportation and roadway operations in the area surrounding and within the University of Nevada Reno (UNR) campus. This study will take into account the current and future development plans slated to occur on or near the UNR campus in the coming years and will identify needed connectivity, safety, and access improvements for alternative transportation modes on regional roads.

Expected Products

- South Meadows Region Multimodal Transportation Study
- Eagle Canyon Corridor Study
- University Area Transportation Study
- Various special planning analyses/corridor studies as needed

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$381,287
	Local	<u>\$120,068</u>
	TOTAL	\$501,355

WORK ELEMENT: 4.0 STREET AND HIGHWAY PLANNING

PREVIOUS AND ONGOING WORK

The Regional Transportation Plan provides the basis for future development of Washoe County's transportation system. Major activities during the previous UPWP included:

- The Washoe County Regional Travel Characteristics Study was completed which provided household and travel behavior data used to inform the travel demand model for more accurate model results.
- The full conversion to a TransCAD regional travel demand model and upgrade was completed.
- The Center Street Bicycle Facility Alternatives Analysis was completed as part of the Data Collection and Analysis program.
- Continued development of RTC's Geographic Information System (GIS) capability, including the production of several online interactive maps to provide transparent and up-to-date information to the public.
- Continued coordination of traffic counts and forecasts as needed to support other RTC, NDOT and local government activities.

TASKS

4.1 Regional Road Impact Fee (RRIF) Activities

Task Elements

Conduct planning work (from the MPO perspective) associated with the update and maintenance of the RRIF program in cooperation with local government agencies and the RRIF Technical Advisory Committee. Tasks will include planning work necessary to update socioeconomic data, provide travel forecasts for alternative time frames and alternative capacity improvement solutions.

Expected Products

- Continued review of the RRIF
- Continuous update of socioeconomic data and provision of travel forecasts

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$2,856
	Local	<u>\$150</u>
	TOTAL	\$3,006

4.2 Geographic Information System (GIS) Management

Task Elements

Maintain and continue to refine network files, traffic analysis zone structures and other GIS files necessary to support a variety of RTC planning needs. Frequent analysis of socioeconomic, transportation, safety, land use, and environmental data as part of the planning process. Analyses will be conducted for planning-level alternatives developed for long-range and/or corridor studies. Products such as interactive mapping will be developed to provide transparent and up-to-date project information to the public.

Expected Products

GIS products adequate to support ongoing RTC planning activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$107,075
	Local	<u>\$5,636</u>
	TOTAL	\$112,711

4.3 Traffic Forecasting

Task Elements

Provide traffic forecasts as requested at system and corridor level for the RTIP, RTP and other planning projects to further overall regional goals and objectives. Respond to travel forecast requests from NDOT, regional and local governments, and the public that are at a planning level analysis and not otherwise identified as part of regional or corridor analyses.

Expected Products:

Traffic forecasts and projections as requested

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$21,415
	Local	<u>\$1,127</u>
	TOTAL	\$22,542

4.18 RTC Traffic Model Upgrade/Conversion to TransCAD

Task Elements

The travel demand model will continue to be refined based on data collection and calibration efforts as well as necessary software requirements. The RTC integrates land use data for the region into the travel demand forecasting model that assists in the identification of current and future transportation needs through the shared work program with the Truckee Meadows Regional Planning Agency (TMRPA). RTC will collaborate with TMRPA in the development of

the 2020 Consensus Forecasts, which will inform the travel demand model. RTC will also model various land use scenarios based on collaboration with TMRPA for this effort.

The current RTC travel demand model was built on an older version of TransCAD and is not compatible with other TransCAD versions. The model also only runs on an older operating system. RTC will conduct a model update and the model scripts and structure will be modified so that the model works with the latest TransCAD 8 and Windows 10 operating system. The project will also include tasks such as refining formats of some output reports and producing MOVES air quality model inputs.

Expected Products

- Continued refinement of the travel demand model
- Integration of the disaggregated 2020 Consensus Forecasts into the travel demand model
- Scenario planning analysis

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$134,287
	Local	\$7,068
	TOTAL	\$141,355

4.27 Truckee Meadows Regional Planning Agency (TMRPA) Shared Services

Task Elements

This task will provide shared staff resources and expertise between the RTC and TMRPA for MPO activities. The core areas of this shared program delivery under the UPWP include GIS analysis, data collection, online data access, and development of the 2020 Consensus Forecasts. TMRPA will also work with RTC to forecast the traffic impacts of various development scenarios.

Expected Products

Expected products will include shared GIS data resources, collaborative public outreach materials and events, and analytical staff reports on various planning topics.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$151,806
	Local	\$7,990
	TOTAL	\$159,796

4.31 Data Collection and Analysis Program

Task Elements

This task includes data collection related to safety, regional bicycle and pedestrian counts, traffic calming treatments, and other transportation infrastructure data as needed. Analysis of mode share by auto, transit, bicycle, and pedestrian will be conducted. This program will support monitoring of transportation performance measures included in the 2040 RTP and those to be included in the updated plan.

Expected Products

Creation and maintenance of GIS data, updated multimodal count database, and analysis for the performance measures identified in the annual report.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$165,069
	Local	<u>\$8,688</u>
	TOTAL	\$173,757

WORK ELEMENT: 5.0 PUBLIC TRANSPORTATION PLANNING

PREVIOUS AND ONGOING WORK

The Transit Asset Management (TAM) Plan was completed under the previous UPWP. Additionally, the Affordable Housing Study was initiated to determine potential locations for the development of affordable housing near higher-ridership transit routes to better facilitate a jobs-housing balance in the region, and will be completed under this UPWP. Continued analysis of transit route performance will also occur throughout this UPWP cycle to maximize system efficiency.

TASKS

5.2 Transit Planning

Task Elements

This task will include transit planning related to bus route analysis and modifications, bus stop facilities and amenities, bus maintenance facilities, transit fleet monitoring and implementation of electric vehicle technology, and monitoring of transit performance measures.

The RTC will continue to monitor and update the Transit Asset Management (TAM) Plan as needs and priorities change. TAM plans are required of all agencies that own, operate, or manage capital assets used to provide public transportation and receive federal financial assistance. In addition, the RTC will develop a Public Transportation Agency Safety Plan (PTASP), which is required for agencies that receive FTA Urbanized Area Formula Grants

(Section 5307 funds). The RTC must certify a safety plan is in place meeting all requirements by July 20, 2020. The plan must be updated and certified by the transit agency annually.

One of the performance targets identified in the current RTP is to operate a 100% fully electric, zero emission fixed route transit fleet (RTC RIDE) by 2040. The RTC is well underway in working toward accomplishing this goal. However, technology in this industry is rapidly changing and one of the projects identified for this task is to develop an Electric Rate Structure Study and Charging Infrastructure Plan to guide the transition toward this goal.

Additionally, the RTC will conduct a site suitability study for the relocation of the current Meadowood Mall transfer facility. There is a need to find a new location for this important transfer point, and this study will take into account the logistical needs of the existing RIDE service as well as the footprint necessary to support continuing operations.

As customer needs and demand for the fixed route transit service continue to change, the RTC will administer an on-board rider survey to better assess potential service efficiencies and gauge passenger satisfaction.

Expected Products

- Monthly transit system operations reports and sections of the annual report related to performance measures
- Completion of the Affordable Housing Study
- Continued maintenance of the Transit Asset Management Plan and development of the Public Transportation Agency Safety Plan
- Development of the Electric Rate Structure Study and Charging Infrastructure Plan
- Meadowood Mall Transfer Relocation Study
- RTC RIDE On-Board Rider Survey

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$386,037
	Local	<u>\$20,318</u>
	TOTAL	\$406,355

WORK ELEMENT: 6.0 AIR QUALITY PLANNING

PREVIOUS AND ONGOING WORK

During the previous UPWP, the RTC continued participation in the air quality interagency consultation group comprised of various agencies including Washoe County Health District — Air Quality Management Division (WCHD-AQMD) and the Nevada Department of Environmental Protection (NDEP) in order to meet the Transportation Conformity requirements for Amendment 1 to the 2040 RTP.

Staff will continue to participate in planning activities that seek to improve Washoe County's attainment/maintenance status for PM₁₀ and CO.

TASKS

6.1 Air Quality Modeling/Analysis

Task Elements

Perform transportation monitoring and analysis required as part of the Washoe County Transportation Conformity Plan. This task will include, as needed, analysis of alternate base years and mobile source measures proposed for inclusion in local air quality plans. Updated air quality analysis for the 2045 RTP project listing.

Continue to attend meetings and monitor activities of the WCHD-AQMD and other organizations dealing with air quality issues. The interagency consultation group meets on a quarterly basis.

Expected Products

- Continued participation in the conformity process established in the Washoe County Transportation Conformity Plan
- Air quality analysis for the 2045 RTP project listing and any proposed analyses as needed under the current RTP.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,138
	Local	<u>\$376</u>
	TOTAL	\$7,514

6.2 CMAQ Evaluation Planning

Task Elements

Continue to conduct planning-level emission reduction calculations and cost benefit analyses for CMAQ projects. Prepare the annual CMAQ reporting submittal which is used as the basis for reporting performance targets under the MAP-21 Performance Management program. Update the CMAQ project selection procedure as necessary.

Expected Products

- CMAQ planning-level emission reduction calculations and cost benefit analysis
- Annual CMAQ report and updated performance targets
- Update of CMAQ project selection procedures documentation as necessary

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$3,569
	Local	<u>\$188</u>
	TOTAL	\$3,757

6.3 RTIP/RTP Conformity Analyses

Task Elements

Prepare updated conformity analyses of RTC plans and programs as required to comply with Clean Air Act mandates and guidelines. Conformity analyses will encompass the non-attainment area appropriate for each pollutant.

Expected Products

Continue to perform conformity analyses, as needed, for the RTP and the RTIP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$2,499
	Local	<u>\$131</u>
	TOTAL	\$2,630

TABLE 3
FY 2020-2021 UNIFIED PLANNING WORK PROGRAM

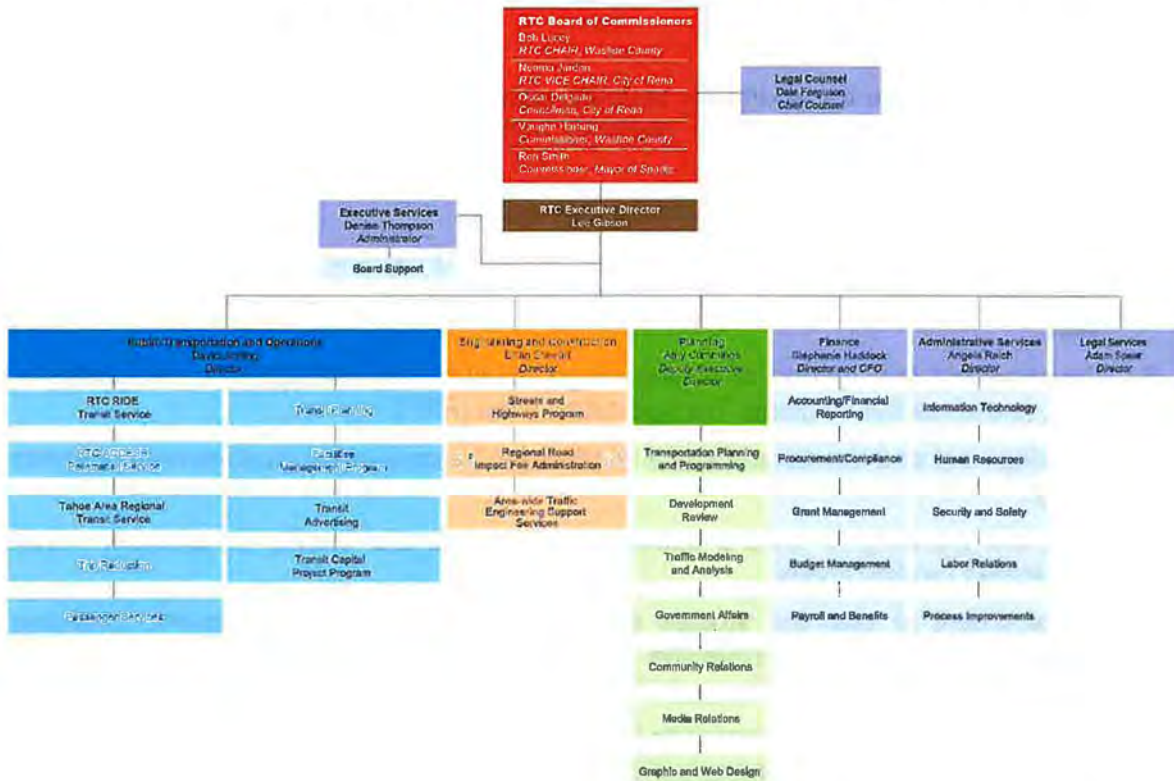
Totals may vary slightly due to rounding

WORK ELEMENT	TASK	STAFF HOURS	% HOURS	COSTS			FUNDING SOURCES						
				STAFF	CONSULT	TOTAL	Federal PL FUNDS	Local MATCH*	RTC Fuel TAX	RTC Sales TAX	TOTAL LOCAL	TOTAL	
1.0	ADMINISTRATION												
	1.1 Administration/Continuing Planning	8,000	38.5%	\$601,120	\$0	\$601,120	\$571,064	\$30,056	\$30,056	\$0	\$30,056	\$601,120	\$601,120
	1.2 Unified Planning Work Program	150	0.7%	\$11,271	\$0	\$11,271	\$10,707	\$564	\$564	\$0	\$564	\$11,271	\$11,271
	1.3 MPO Certification	200	1.0%	\$15,028	\$0	\$15,028	\$14,277	\$751	\$751	\$0	\$751	\$15,028	\$15,028
	1.4 Statewide Planning	500	2.4%	\$37,570	\$0	\$37,570	\$35,892	\$1,879	\$1,879	\$0	\$1,879	\$37,571	\$37,571
	1.5 Training	900	4.3%	\$67,628	\$0	\$67,628	\$64,245	\$3,381	\$3,381	\$0	\$3,381	\$67,628	\$67,628
	Subtotal:	9,750	46.9%	\$732,615	\$0	\$732,615	\$695,984	\$36,631	\$36,631	\$0	\$36,631	\$732,615	\$732,615
2.0	DEVELOPMENT REVIEW												
	2.1 RTC Development Review & Meeting Attendance	400	1.9%	\$30,056	\$0	\$30,056	\$28,553	\$1,503	\$1,503	\$0	\$1,503	\$30,056	\$30,056
	Subtotal:	400	1.9%	\$30,056	\$0	\$30,056	\$28,553	\$1,503	\$1,503	\$0	\$1,503	\$30,056	\$30,056
3.0	MULTI-MODAL PLANNING & PROGRAMMING												
	3.1 Regional Transportation Improvement Program	350	1.7%	\$26,299	\$0	\$26,299	\$24,984	\$1,315	\$1,315	\$0	\$1,315	\$26,299	\$26,299
	3.4 Regional Transportation Plan (RTP) Activities	4,835	23.2%	\$363,302	\$200,000	\$563,302	\$535,137	\$28,165	\$28,165	\$0	\$28,165	\$563,302	\$563,302
	3.5 Congestion Management Process	30	0.1%	\$2,254	\$0	\$2,254	\$2,141	\$113	\$113	\$0	\$113	\$2,254	\$2,254
	3.10 Public Participation Plan Development	30	0.1%	\$2,254	\$0	\$2,254	\$2,141	\$113	\$113	\$0	\$113	\$2,254	\$2,254
	3.11 Community Involvement Planning	750	3.6%	\$56,355	\$0	\$56,355	\$53,537	\$2,818	\$2,818	\$0	\$2,818	\$56,355	\$56,355
	3.13 Corridor and Area Planning	750	3.6%	\$56,355	\$445,000	\$501,355	\$381,287	\$120,068	\$120,068	\$0	\$120,068	\$501,355	\$501,355
	Subtotal:	6,745	32.4%	\$506,819	\$645,000	\$1,151,820	\$999,228	\$152,592	\$152,592	\$0	\$152,592	\$1,151,820	\$1,151,820
4.0	STREET AND HIGHWAY PLANNING												
	4.1 Regional Road Impact Fee Activities	40	0.2%	\$3,006	\$0	\$3,006	\$2,856	\$150	\$150	\$0	\$150	\$3,006	\$3,006
	4.2 Geographic Information System (GIS) Mgt.	1,500	7.2%	\$112,710	\$0	\$112,710	\$107,075	\$5,636	\$5,636	\$0	\$5,636	\$112,711	\$112,711
	4.3 Traffic Forecasting	300	1.4%	\$22,542	\$0	\$22,542	\$21,415	\$1,127	\$1,127	\$0	\$1,127	\$22,542	\$22,542
	4.18 RTC Traffic Model Upgrade/Conversion to TransCAD	750	3.6%	\$56,355	\$85,000	\$141,355	\$134,287	\$7,068	\$7,068	\$0	\$7,068	\$141,355	\$141,355
	4.27 TMRPA Shared Services	330	1.6%	\$24,796	\$135,000	\$159,796	\$151,806	\$7,990	\$7,990	\$0	\$7,990	\$159,796	\$159,796
	4.31 Data Collection and Analysis Program	50	0.2%	\$3,757	\$170,000	\$173,757	\$165,069	\$8,688	\$8,688	\$0	\$8,688	\$173,757	\$173,757
	Subtotal:	2,970	14.3%	\$223,166	\$390,000	\$613,167	\$582,508	\$30,659	\$30,659	\$0	\$30,659	\$613,167	\$613,167
5.0	PUBLIC TRANSPORTATION												
	5.2 Transit Planning	750	3.6%	\$56,355	\$350,000	\$406,355	\$386,037	\$20,318	\$0	\$20,318	\$20,318	\$406,355	\$406,355
	Subtotal:	750	3.6%	\$56,355	\$350,000	\$406,355	\$386,037	\$20,318	\$0	\$20,318	\$20,318	\$406,355	\$406,355
6.0	AIR QUALITY PLANNING												
	6.1 Air Quality Modeling/Analysis	100	0.5%	\$7,514	\$0	\$7,514	\$7,138	\$376	\$376	\$0	\$376	\$7,514	\$7,514
	6.2 CMAQ Planning	50	0.2%	\$3,757	\$0	\$3,757	\$3,569	\$188	\$188	\$0	\$188	\$3,757	\$3,757
	6.3 RTIP/RTP Conformity Analysis	35	0.2%	\$2,630	\$0	\$2,630	\$2,499	\$132	\$132	\$0	\$132	\$2,630	\$2,630
	Subtotal:	185	0.9%	\$13,901	\$0	\$13,901	\$13,206	\$695	\$695	\$0	\$695	\$13,901	\$13,901
FY 2020-2021 Anticipated Funding		\$2,710,000											
Totals		20,800	100%	\$1,562,912	\$1,385,000	\$2,947,914	\$2,705,516	\$242,398	\$222,080	\$20,318	\$242,398	\$2,947,914	\$2,947,914

*Local match is either RTC fuel tax or sales tax funds

APPENDIX A

REGIONAL TRANSPORTATION COMMISSION ORGANIZATIONAL CHART



APPENDIX B

NDOT/RTC Roles and Responsibilities

The purpose of this statement is to outline the roles and responsibilities of the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission of Washoe County (RTCWC), as required by 23 CFR Sec.450.314 and is incorporated in the Unified Planning Work Program per 23 CFR 450.314.

I. General Roles & Responsibilities

RTCWC will perform the transportation planning process for Washoe County and develop procedures to coordinate transportation planning activities in accordance with applicable federal regulations and guidance.

The transportation process will, at a minimum, consist of:

- A. Development of an annual Unified Planning Work Program (UPWP) that lists and describes all transportation planning studies and tasks to be completed during the year.
- B. Development and update of a long range, multi-modal metropolitan transportation plan, known as the Regional Transportation Plan (RTP).
- C. Development and maintenance of a short-range transportation improvement program (TIP).
- D. Financial planning to ensure plans and programs are fiscally constrained within anticipated funding levels.
- E. Development of planning studies and system performance monitoring, including highway corridor and intersection studies, transit system studies, application of advanced computer techniques, and transportation data collection and archiving.
- F. Public outreach to the community throughout the transportation planning process, including the electronic dissemination of reports and supporting information on the RTCWC's website, and consideration of public comments. Public outreach activities should take into account the needs of persons with limited proficiency in English.
- G. Ensuring low income or minority populations, including the elderly and persons with disabilities are not significantly or disproportionately impacted.
- H. Development and implementation of a Congestion Management Process as appropriate.
- I. Ensuring plans, projects and programs are consistent with and conform to air quality goals of reducing transportation-related emissions and attaining National Ambient Air Quality Standards.

II. The Regional Transportation Plan (RTP)

The RTP will be prepared and compiled through a cooperative process between federal agencies, the Nevada Department of Transportation, RTCWC (including RTCWC in its capacity as the provider of public transportation), the Washoe County

Health District-Air Quality Management Division (WCHD-AQMD), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Regional Transportation Plan (20-25 year). The RTP will be converted into a format that will allow it to be downloaded from the internet.
- B. The RTCWC may develop an executive summary report for the region that includes the key issues facing the area and identifies priority programs and projects.
- C. The RTCWC will provide opportunities for the public and other interested parties to provide input during the development of the Regional Transportation Plan, in accordance with the Public Participation Plan. The draft of each update to the RTP will be made available for public and agency review and comment. Prior to taking formal action on the Plan or Plan update, the RTCWC Board will be informed of the extent and nature of comments received and the response to such comments.
- D. The RTCWC will, in cooperation with NDOT, develop estimates of future inflation to be used to convert project costs and revenues to a "year of expenditure" basis.
- E. The RTCWC will coordinate with the WCHD-AQMD to assess air quality impacts and conduct the regional emissions assessment of the RTP.
- F. The RTCWC, acting as the transit agency for Washoe County, will ensure the RTP includes information on local bus capital projects that are consistent with the transit capital program. The RTP will also identify future bus needs and services, including new routes, service expansion, vehicle needs, and operating financial needs.
- G. The RTCWC will prepare an estimate of local and regional revenues available for debt service, street and highway routine maintenance and operations, system preservation and highway modernization, facilities, transit and other infrastructure and overhead cost and reserves to be expended on transportation projects in Washoe County over the 20-25 year time frame of the plan.

Responsibilities of the Nevada Department of Transportation

- A. The Nevada Department of Transportation (NDOT) will provide the following information and data in support of developing the RTP:
 1. An estimate of federal funds expected to be available over the 20-25 year time frame of the plan for highway and transit programs. This estimate of funds will be provided at a time mutually agreed upon by the RTCWC and NDOT so that the fiscal limits of the RTP can be determined before project prioritization begins.
 2. A list of projects in Washoe County, developed in cooperation with the RTCWC, to be undertaken by NDOT over the 20-25 year time frame of the plan using Federal program funds reserved in the State for use anywhere in the State. The state's regionally significant project list will be provided at a time mutually agreed upon by the RTCWC and NDOT so that air quality conformity analysis can be performed at the appropriate time in the course of the RTP's development.

3. A list of projects in Washoe County for which funds have been earmarked or otherwise designated in federal transportation legislation.
 4. An estimate of state funds expected to be expended on transportation projects in Washoe County over the 20-25 year time frame of the plan. In the interests of public information, and to assist the RTCWC in demonstrating the fiscal feasibility of the Plan, NDOT will also provide information as to how these expenditures relate to the state transportation revenues available after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
 5. Traffic count data and other performance indicators for state roads in the Region.
- B. For those federal program funds intended to be distributed between various entities or regions within the State, NDOT will either provide the basis for the allocation between areas as defined by Law, or will work cooperatively with the RTCWC and other jurisdictions to establish mutually agreed formulae for the allocation between areas of such funds for forecasting and financial planning purposes.

NDOT will provide information on projects to be undertaken in Washoe County using transit or other federal program funds allocated to non-urbanized areas of the State, and will consult with the RTCWC on the basis for selecting such projects.

III. Transportation Improvement Program (TIP)

The TIP will be prepared and compiled through a cooperative process between federal agencies, NDOT, the RTCWC (including the RTCWC in its capacity as the provider of public transportation), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Transportation Improvement Program (5 year) for the region. The TIP will be converted into a format that will allow it to be downloaded from the internet. The RTCWC will maintain the TIP by tracking changes to projects (schedule, scope and cost) made through the amendments and administrative action process. The TIP will include an estimate of anticipated local funds to be expended on all projects identified in the TIP.
- B. The RTCWC, in consultation with NDOT and local city and county governments, shall develop the list of locally-sponsored transportation projects to be included in the TIP.
 1. In the case of the Congestion Mitigation and Air Quality Program (or successor program of similar intent), the RTCWC shall follow the Transportation Conformity Plan process and consult with the WCHD-AQMD and other agencies as appropriate in the development of the list of projects to be included in the TIP.
 2. In the case of the Transportation Alternatives Program (or successor program of similar intent), the RTCWC shall also consult with all eligible project sponsors in the development of the list of projects to be included in the TIP.

- C. The RTCWC, as the provider of public transportation services, shall develop the list of transit projects to be included in the TIP.
 - 1. In the urbanized area, the RTCWC shall consult with not-for-profit agencies and other providers of specialized transportation and human services, in accordance with the Coordinated Public Transit-Human Services Plan.
 - 2. For non-urbanized area transit programs, the RTCWC shall consult with NDOT and other providers of transportation services to the non-urbanized parts of the region.
- D. The RTCWC will develop an estimate of anticipated local funds to be expended on transit projects identified in the TIP. In the interests of public information and to assist in demonstrating the fiscal feasibility of the TIP, the RTCWC will also document how these expenditures relate to the local revenues available for transit after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
- E. The RTCWC will provide information on proposed TIP amendments and administrative modifications relating to projects sponsored by the RTCWC or local entities. Amendments and administrative modifications will include a project description that provides sufficient detail to explain the proposed changes to the RTCWC board, as well as a justification for the change.

Responsibilities of the Nevada Department of Transportation

- A. NDOT will prepare an initial list of NDOT-sponsored projects to be included in each new TIP. This list will be based on the current TIP and an assessment of which projects will be obligated for funding before the end of the current federal fiscal year.
- B. NDOT will provide information on proposed TIP amendments and modifications relating to projects sponsored by NDOT. Amendments will include a project description that provides sufficient detail to allow the proposed changes to be explained to the RTCWC Board, as well as a justification for the change.
- C. NDOT will provide a list of projects obligated during the federal fiscal year at the end of each program year. The annual list of obligated projects should include both highway and transit projects and should identify the fund source and the amount obligated in accordance with 23 CFR 450.332.
- D. NDOT will provide, for each federal fund source, the revenues available (including both unobligated funds carried forward from prior years and the amount appropriated during the fiscal year), the total amount obligated, any other deductions and the balance of funds remaining at the end of the fiscal year.

IV. Statewide Transportation Improvement Program (STIP)

- A. NDOT will develop a four-year STIP including projects in the areas of each MPO and in the rural regions of the State and will be responsible for securing the approval of the STIP by the United States Department of Transportation.
- B. The TIP, as developed by the RTCWC, will be incorporated into the STIP without change, directly or by reference.

- C. NDOT, in consultation with the RTCWC and the other MPOs in the State, shall develop procedures for the modification and amendment of the STIP. NDOT shall be responsible for notifying the RTCWC of the effective date of modifications and the approval date of amendments.

V. Public Transportation Planning

- A. The RTCWC, acting as the transit agency for the Region, will ensure the RTP and TIP include all transit projects (both capital and operating) that are funded by Federal program funds.
- B. The RTCWC will consult with NDOT to ensure the RTP and TIP include information on transit projects in the non-urbanized parts of the region that are funded by Federal program funds.
- C. The RTCWC will include in the RTP information on the transit system and will outline the objectives of the RTCWC in respect of the various types and modes of public transportation in the region.

VI. Air Quality Planning

- A. The preparation of a new or revised RTP will be coordinated with the State Air Quality Implementation Plan (SIP) and the transportation demand and system management (TDM/TSM) measures.
- B. In accordance with the Clean Air Act and the U.S. EPA's conformity regulations (40 C.F.R. Part 51), the RTCWC, acting as the MPO, makes an air quality conformity determination on any new or revised RTP prior to Plan approval. Any such new or revised RTP is also provided to the FHWA and the FTA with a request that these federal agencies approve the conformity finding.

VII. Public Participation Program

- A. The RTCWC will develop and maintain a Public Participation Plan that sets out the procedures to include the public and interested parties in the development of the Regional Transportation Plan and Transportation Improvement Program and other parts of the planning process, to seek public input and comment, and to inform decision makers of the extent and nature of comments received and the response to such comments
- B. The RTCWC will review, evaluate, and update its public participation plan at least every four years.
- C. The RTCWC will maintain a list of interested organizations and individuals who will receive notices of MPO plans, programs and projects.
- D. The RTCWC will work to ensure that low-income, minority and transit dependent areas are afforded an adequate opportunity to participate in the transportation planning process, receive a fair share of the transportation improvement benefits and do not endure a disproportionate transportation burden.
- E. The RTCWC will maintain its website to provide clear and concise information on the transportation planning process and provide an opportunity to download reports and documents. This will include developing project and study summaries,

converting reports into a pdf or text format, and maintaining a list of available documents. The website will provide links to other associated organizations and agencies.

VIII. Fiscal/Financial Planning

- A. NDOT will provide the RTCWC with up-to-date fiscal and financial information and projections on the statewide and regional transportation improvement programs to the extent practicable.
- B. This will include anticipated federal funding resources by federal aid category by year for the four years covered by the TIP and by five-yearly intervals for the 20-25 year time frame of the RTP for the inclusion in the TIP and RTP financial charts.
- C. For each federal program for which funds are sub-allocated to Washoe County, NDOT will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Fund obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- D. For each federal transit program for which funds are allocated to Washoe County, the RTCWC will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Funds obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- E. NDOT will notify the RTCWC when the anticipated cost of a project, regardless of funding category, has changed in accordance with the agreed upon TIP/STIP amendment and administrative action process.

IX. Performance Measurement and the Management of Congestion

- A. In developing the RTP and TIP, RTCWC will incorporate the national goals, measures and standards of system performance established under the provisions of MAP-21.
- B. RTCWC will coordinate with NDOT in the establishment of multimodal transportation system performance targets for the region. These will reflect national goals and standards as applied to the circumstances and priorities of the region.
- C. RTCWC will cooperate with NDOT to collect data and conduct system performance monitoring. RTCWC will report on progress towards meeting system performance targets as part of the biennial development of major TIP updates and will assist NDOT as needed in meeting state reporting requirements under MAP-21.
- D. To address the national goal of reducing congestion, RTCWC will gather and analyze data to define the extent and duration of congestion in the region, to identify the causes of congestion and to identify congestion management strategies.
- E. As part of the Congestion Management Process (CMP), the RTCWC will develop implementation activities in coordination with NDOT to address congestion and other performance issues, and will include priority projects in the RTP and TIP.

Amendments to this Document

This Statement on Transportation Planning may be amended from time to time to coincide with annual UPWP approval as jointly deemed necessary or in the best interests of all parties, including Federal transportation agencies.

Effective Date

This Statement will be effective after it has been endorsed by the RTCWC as part of the UPWP, and as soon as that UPWP has been approved by NDOT and the relevant Federal transportation agencies.

No Limitation on Statutory Authority

Nothing contained in this Statement is intended to or shall limit the authority or responsibilities assigned to signatory organizations under Nevada law, federal law, local ordinance, or interlocal agreement.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

Invitations for Bids (IFB)

Project	Due Date
RTC 19-20 Provision of Janitorial/Porter Services	May 20, 2019
North Valleys Improvements – Package 3	May 9, 2019
Keystone & California Intersection	May 8, 2019

Request for Proposals (RFP)

Project	Due Date
RTC 19-12 Preliminary and Final Design for Center Street Cycle Track	May 23, 2019

REPORT ON BID 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
2019 Preventative Maintenance	Sierra NV Construction	March 29, 2019	\$6,161,007
Purchase and Delivery of Bus Stop and Bus Shelter Lighting	Urban Solar	April 25, 2019	\$258,400
RTC Vanpool – Option Year 2	Enterprise Leasing Company West, LLC	May 2019	\$957,000
FuelMaster AIM Install	Syn-Tech Inc.	May 1, 2019	\$26,268

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

There were none.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Rob Reeder
Administrator Security/Safety



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Safety Management System Plan (Safety Management Plan)

RECOMMENDATION

Approve the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673.

SUMMARY

The Federal Transit Administration (FTA) has enacted 49 C.F.R. Part 673, which requires all transit agencies to develop and implement a Safety Management System (SMS). The intent of the SMS is to replace the existing System Safety Program Plan (SSPP). The effective date of the regulation is July 19, 2019. The SMS must contain a Safety Management Policy, Safety Risk Management, Safety Assurance and Safety Promotion. In addition, the RTC is required to designate an Accountable Executive (Director Administrative Services) who has ultimate responsibility for ensuring that the agency's SMS is effectively implemented throughout the agency's public transportation system. The SMS must include safety performance targets for 1) fatalities, 2) injuries, 3) safety events and 4) system reliability. A review of the SMS must occur at least annually or when there are significant system changes. The Regional Transportation Commission is required to approve the SMS annually.

FISCAL IMPACT

There is no fiscal affect to this recommendation.

PREVIOUS ACTIONS BY BOARD

There are no previous Board actions associated with this item.

ADDITIONAL BACKGROUND

The origin of RTC System Safety Program Plan was in 2006. The RTC System Security and Emergency Preparedness Plan is complimentary to the SMS. The FTA requires transit providers to maintain both plans, revise them as necessary and to approve each annually.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**Safety Management System Plan
(Safety Management Plan)
(SMSP)**

**The Regional Transportation
Commission of Washoe County**

**DATE: September 23, 2006
REVISION: March 31, 2019**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation • Operations • Engineering • Construction
Metropolitan Planning Organization of Washoe County, Nevada

Safety Management System Policy Statement

Provision of the safest and most secure transportation system reasonable is the primary goal of the Regional Transportation Commission of Washoe County (RTC). Development of this Safety Management System Plan (Safety Management System Plan or SMSP) is based upon budget considerations to provide appropriate safety commensurate with service to the public. All RTC employees and contractor personnel must strictly adhere to the content of this SMSP.

A complementary Security Plan (System Security and Emergency Preparedness Program Plan or SSEPP), has been developed to address RTC system security.

The RTC management staff is responsible and accountable for the implementation of the provisions of this SMSP in their respective areas, for providing leadership to RTC employees, service providers, construction contractors, vendors and others and for promoting safety throughout the agency, including compliance with all local, state and federal requirements regarding environmental and occupational health.

The RTC Accountable Executive and Security and Safety Administrator has my delegated authority for management of this SMSP and providing appropriate oversight and support to all RTC departments and service providers, and construction contractors. The security and safety functional activities include facilitating measures to identify, control and resolve hazards, and to prevent accidents, injury or damage to equipment and facilities. These measures will be developed and monitored for effectiveness through safety inspection procedures, an active Safety and Security Committee (SSC), and by other means described in this SMSP.

The Executive Director is ultimately responsible and accountable for RTC's safety and security performance policy. Therefore, the undersigned authorizes and approves this SMSP. The Executive Director and RTC Board Chairman certify the SMSP fulfills requirements under 49 C.F.R. 673.

We anticipate and appreciate your dedicated cooperation to help assure that the RTC provides the safest transportation network reasonable.



Lee G. Gibson, AICP
Executive Director

4/17/2019

Date

Bob Lucey
RTC Board Chairman

Date

SMSP Revision History

Date	Revision	Description of Change
9/23/06	ORIGIN	Origination of the SSPP.
4/15/08	Revision	Enhancements to employee responsibilities.
1/20/09	Review	Review
4/22/10	Revision	Executive Director Signature Change and Review
5/2/11	Revision	Annual Review and Approval of Plan.
11/3/11	Revision	Organizational Updates.
5/8/12	Revision	Annual Review and Approval of Plan.
3/22/13	Revision	Section 5.4 - Roles, Responsibilities and Composition of the RTC Security/Safety Committee. Section 14.3 – Security Requirements for Modifications.
3/29/13	Revision	Annual Review and Approval of Plan
4/29/13	Revision	Add trend analysis with inspections, requirements to investigate accidents, incidents and near misses
4/1/2014	Revision	Annual Review and Approval of Plan
4/1/2015	Revision	Annual Review and Approval of Plan
10/6/2015	Revision	Revise Plan for Facility Changes
3/21/2016	Review	Annual Review and Approval of Plan
3/30/2017	Revision	Annual Review, Update and Approval of Plan
12/06/2017	Revision	Update Plan due to staffing changes
03/30/2018	Revision	Annual Review and Approval of Plan
03/31/2019	Revision	Revise Plan for 49 CFR Part 673 and PMOC requirements SSPP changes to SMSP

TABLE OF CONTENTS

	Page
Safety Policy Statement	2
Revision History	3
1.0 POLICY STATEMENT AND AUTHORITY FOR THE SMSP	7
1.1 Introduction	7
1.2 Policy Statement and Mission	7
2.0 DESCRIPTION OF PURPOSE FOR SMSP	7
2.1 Contractor Provision of Bus/Van Service	8
2.2 Contractor Operations	8
3.0 GOALS FOR SMSP	8
4.0 OBJECTIVES FOR SMSP	9
5.0 SYSTEM DESCRIPTION, ORGANIZATIONAL STRUCTURE	9
5.1 System Description	9
5.2 Organizational Structure	10
5.3 Organizational Responsibilities	15
5.4 Roles, Responsibilities, and Composition of the RTC Security/Safety Committee	16
6.0 SMSP CONTROL AND UPDATE PROCEDURES	18
7.0 HAZARD IDENTIFICATION	19
7.1 Hazard Categorization	19
7.1.1 Hazard Severity	20
7.1.2 Hazard Probability	20
7.2 Hazard Resolution	21
7.3 Approach to Hazard Elimination and Mitigation	22
7.3.1 Design for Minimum Risk	22
7.3.2 Use of Safety Devices	22
7.3.3 Use of Warning Devices	22
7.3.4 Provide Special Procedures and Training	22
7.4 Hazard Resolution Methodology	22
7.5 Resolution of Active Hazards	23
7.6 Hazard Resolution Oversight	24
8.0 ACCIDENT/INCIDENT REPORTING AND INVESTIGATION	24

8.1	Criteria	24
8.2	Reporting Procedures	25
8.3	Internal Notification	25
8.4	Reporting and Documentation	26
8.5	Follow-up	26
8.6	External Notification	27
9.0	SAFETY INSPECTIONS AND AUDIT PROCESS	27
9.1	Facility Inspections	28
9.2	Maintenance Audits/Inspections	29
9.2.1	Maintenance Functions	29
9.2.2	Safety-Related Operating Procedures	30
9.2.3	Correction of Defects	30
9.2.4	Inspection Programs	30
9.2.5	Quality Assurance	30
9.2.6	Warranty	30
9.2.7	Bus Maintenance Inspections	31
10.0	RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTION	31
11.0	TRAINING AND CERTIFICATION REVIEW/AUDIT	32
11.1	Training and Certification Review and Audit	32
11.2	Contractor Training Program	33
12.0	EMERGENCY RESPONSE PLANNING, COORDINATION AND TRAINING	33
13.0	SYSTEM MODIFICATION AND REVIEW/APPROVAL PROCESS	33
13.1	System Modifications	33
13.2	Safety Requirements for Modifications	34
13.3	Security Requirements for Modifications	34
13.4	Special System Safety Considerations	34
14.0	SAFETY DATA ACQUISITION/ANALYSIS	35
15.0	INTERDEPARTMENTAL/INTERAGENCY COORDINATION	36
16.0	CONFIGURATION MANAGEMENT	36
16.1	New System Configuration Management	37
17.0	EMPLOYEE SAFETY PROGRAM	37
17.1	Industrial and Occupational Safety and Health	38
17.2	Personal Protective Equipment	38

17.3	Interdepartmental, Contractor and Interagency Coordination	38
17.4	Operating Environments and Passenger Facility Management	38
17.5	Employee Work-Related Injuries.....	39
18.0	HAZARDOUS MATERIALS PROGRAM.....	39
18.1	Hazardous Materials Management Plan	39
18.2	Purchasing Hazardous Materials	40
18.3	Hazardous Communications (HAZCOM).....	40
19.0	DRUG AND ALCOHOL ABUSE PROGRAM	41
20.0	CONTRACTOR AND CONSTRUCTION SAFETY.....	42
20.1	Contractor Safety Coordination.....	42
20.2	Construction Safety Program	42
20.2.1	Construction Safety Plans	43
21.0	PROCUREMENT.....	45
21.1	Procurement Safety Responsibilities.....	45
21.2	Bus Procurement.....	45
21.3	Facility Procurement and Development	46
22.0	ALTERNATIVE FUELS AND SAFETY	46
23.0	OPERATING ENVIRONMENT AND PASSENGER FACILITY MANAGEMENT	46
24.0	SECURITY.....	47
25.0	EXTERNAL SAFETY AUDIT PROCESS	47
26.0	SAFETY PROMOTION	47
APPENDICES		
A	Emergency Procedures Flipchart.....	48
B	List of Acronyms	49
C	Glossary	50
TABLE 1	RTC System Map	52

SECTION 1: POLICY STATEMENT AND AUTHORITY FOR THE SAFETY MANAGEMENT SYSTEM PLAN

1.1 Introduction

This document is the Safety Management System Plan (Safety Management Plan or SMSP) of the Regional Transportation Commission of Washoe County (RTC). This plan describes the RTC's transit system, public facilities and provides a methodology for identifying hazards and implementing plans for their resolution. It establishes accountability for safety throughout the organization. In addition, the Regional Transportation Commission of Washoe County (RTC) has established a System Security and Emergency Preparedness Plan (SSEPP), a Continuity of Operations Plan (COOP). The intent and design of these plans is to ensure and promote system safety and security.

1.2 Policy Statement and Mission

Our mission states, *"The RTC provides leadership, vision, public policy development, and quality transportation systems through a commitment to excellence and pursuit of goals and objectives which meet the community's present and future needs."* The RTC Organizational Philosophy Statement indicates that we exist to serve the public and recognize that the community continually evaluates our performance. Our most valuable resource is people and we believe in the "Team" concept. We will work with all employees to establish goals and objectives and will share success and accomplishments. The RTC recognizes the need to ensure the safety and security of our passengers, the public, employees and our transit system through our efforts. Lastly, we are results oriented and believe that the measure of our success is the facilities constructed and the services delivered.

SECTION 2: DESCRIPTION OF PURPOSE FOR SAFETY MANAGEMENT SYSTEM PLAN

The purpose of the SMSP is to establish formal mechanisms used by all RTC departments to:

- Protect the safety of passengers, the public, employees and contractors
- Establish a safety program on an organization wide basis
- Provide a medium through which the RTC can display its commitment to safety
- Provide a framework for the implementation of safety policies and the achievement of related goals and objectives
- Satisfy federal (FTA, TSA, DHS, OSHA, ADA) and state requirements
- Meet accepted industry standards and audit provisions
- Satisfy self-insurance provisions

The SMSP applies to all organizational units affecting or affected by RTC's operations including planning, procurement, testing, operation and maintenance activities.

2.1 Contractor Provision of Bus/Van Service

The RTC contracts with the private sector for the provision of all of its bus and van paratransit and fixed route services. Under each of these contracted services, the company or contractor is responsible for hiring and training its employees, operating and supervising transit services, and maintaining RTC owned maintenance facilities and vehicles used in operations. Contractors are required to adhere to all goals, objectives and requirements of the SMSP. In addition, the contracts established with each service provider contain operating performance standards those contractors are expected to meet.

2.2 Contractor Operations

The responsibilities of the Public Transit Department include:

- Ensuring contractor safety performance is compliant with SMSP Section 3 and Section 4,
- Monitoring contractor service and performance of bus operators,
- Providing evaluation of effectiveness of service, and condition of customer amenities,
- Participating in recommending route changes,
- Coordinating proper resources to provide assistance toward service delivery, and
- Participating to ensure special events are well coordinated.

The service provider contractors are required to develop and implement an ongoing internal safety program. The contractors must submit accident reports in accordance with Section 8.0 of this document. Contract Supervisors conduct the initial investigations and serve as on-the-scene coordinators, which involves securing witness statements, documenting evidence, and otherwise complying with the accident and incident investigation procedures in this document. Contractors must coordinate with the RTC's Security and Safety Administrator on the classification of all accidents, and participate in preventability efforts.

In addition to the above, contractor Instructors/Supervisors are required to monitor service for safety, on-time performance, efficiency and compliance with operating rules. Supervisors periodically perform ride checks also monitor Operator performance.

SECTION 3: CLEARLY STATED GOALS FOR SAFETY MANAGEMENT SYSTEM PLAN

The goals of the SMSP are as follows:

- Provide a superior level of safety for passengers, public, employees and contractors.
- Identify, eliminate, minimize and/or control safety hazards and their associated risks.
- Provide a superior level of safety in our transit operations.

- Achieve and maintain demonstrated improvement of safety in the company's work environment.
- Comply with the applicable requirements of regulatory agencies.
- Maximize the safety of future operations through the procurement process.

SECTION 4: IDENTIFIABLE AND ATTAINABLE OBJECTIVES

The following objectives provide a means of achieving the SMSP goals and measuring the effectiveness of RTC's safety initiatives.

- Measurable objectives include:
 - Safety Events: Total number of reportable events and rate per total vehicle revenue miles by mode.
 - Injuries: Total number of reportable injuries and rate per total vehicle revenue miles by mode.
 - System Reliability: Mean distance between major mechanical failures by mode.
 - Fatalities: Total number of reportable fatalities and rate per total vehicle revenue miles by mode.
 - Employee and contractor on the job injuries per month.
 - Contractor safety-sensitive drug and alcohol monitoring results per month/quarter.
 - Employee and contractor safety training per month.
- Establish a safety policy, procedures and requirements that integrate safety into decision-making and operations.
- Assign responsibilities related to safety procedures and requirements.
- Thoroughly investigate all accidents, fires, injuries and near misses.
- Identify, analyze and resolve all hazards in a timely manner.
- Meet or exceed safety requirements in specifications, equipment installation, and system testing, operations and maintenance.
- Meet or exceed safety requirements in vehicle operations and maintenance.
- Thoroughly evaluate the safety implications of all proposed system modifications prior to implementation.
- Establish doctrines, standards and procedures for employee qualifications, selections, training and performance.

SECTION 5: SYSTEM DESCRIPTION/ORGANIZATIONAL STRUCTURE/ORGANIZATIONAL RESPONSIBILITIES

5.1 System Description

The RTC serves a population of 460, 587. The RTC provides services to Reno, Sparks, and Carson City. The RTC provides for the operation of RTC RIDE, a bus system serving Reno and Sparks. RTC ACCESS provides scheduled and on-demand paratransit services. RTC also provides:

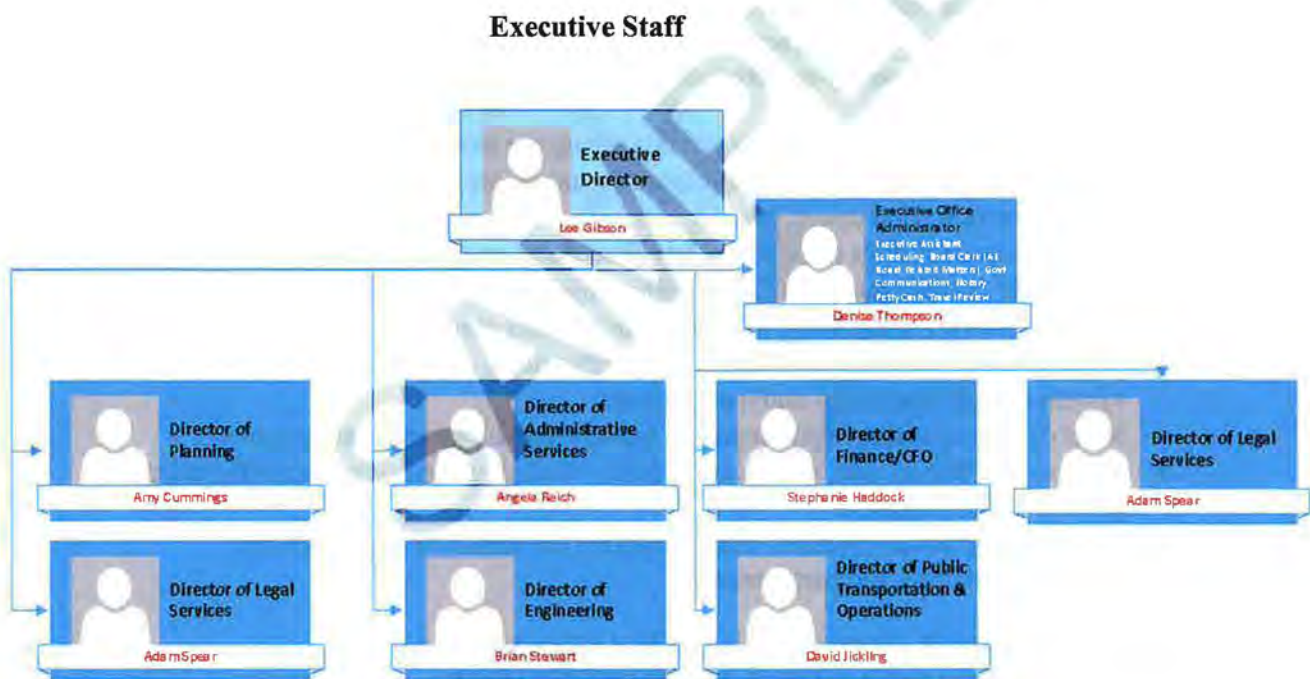
- RTC INTERCITY, a commuter service between Reno/Sparks and Carson City.

- RTC SPIRIT, a free service that takes people from the University of Nevada-Reno to downtown Reno.
- RTC RAPID, which transport people along the Virginia Street Corridor and 4th Street to Prater Way Corridor.
- RTC CONNECT, which links stops along the Virginia Street Corridor with the RTC RAPID stations.

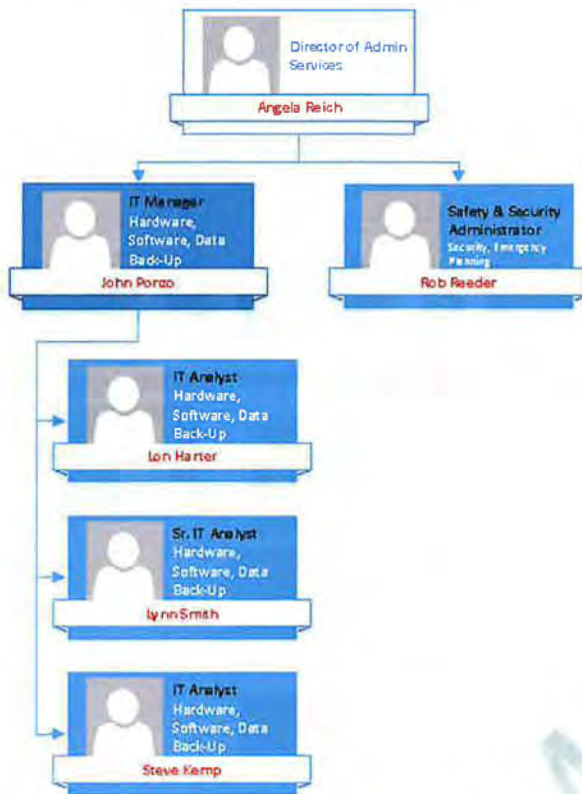
The RTC is responsible for three major transportation programs 1) Regional Street and Highway Program, 2) Public Transportation Program (RTC RIDE, RTC ACCESS, RTC INTERCITY, RTC SPIRIT, RTC RAPID, and RTC CONNECT) and 3) Transportation Planning. See Table 1 RTC System Map.

5.2 Organizational Structure

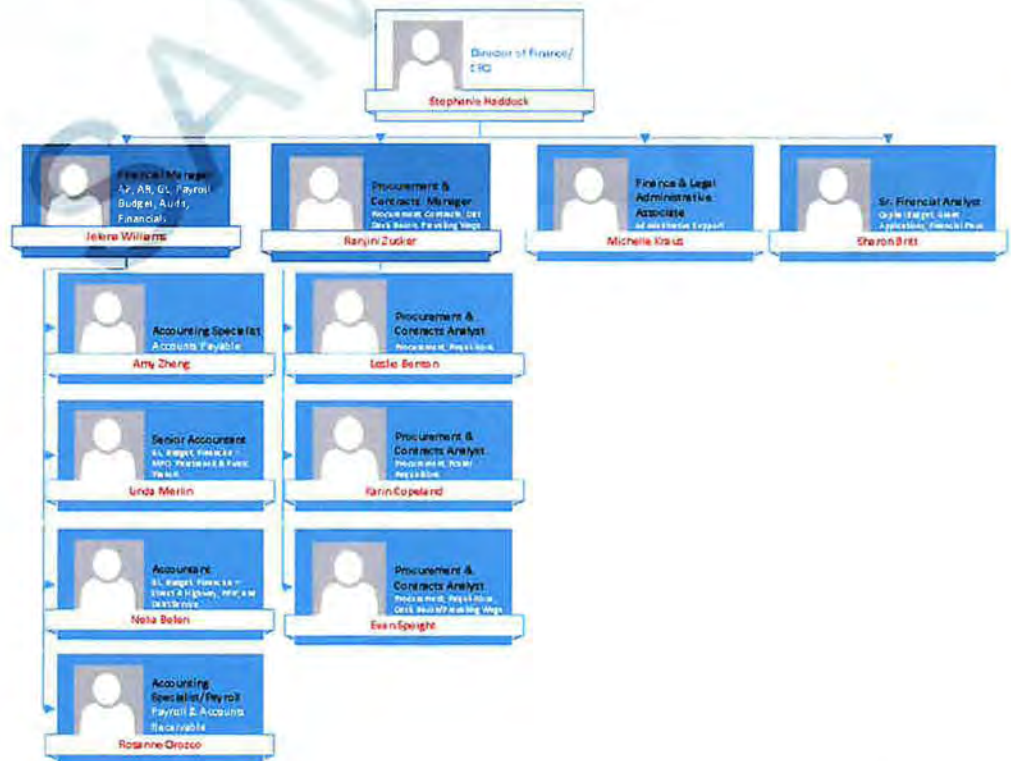
RTC organizational structure is as follows:



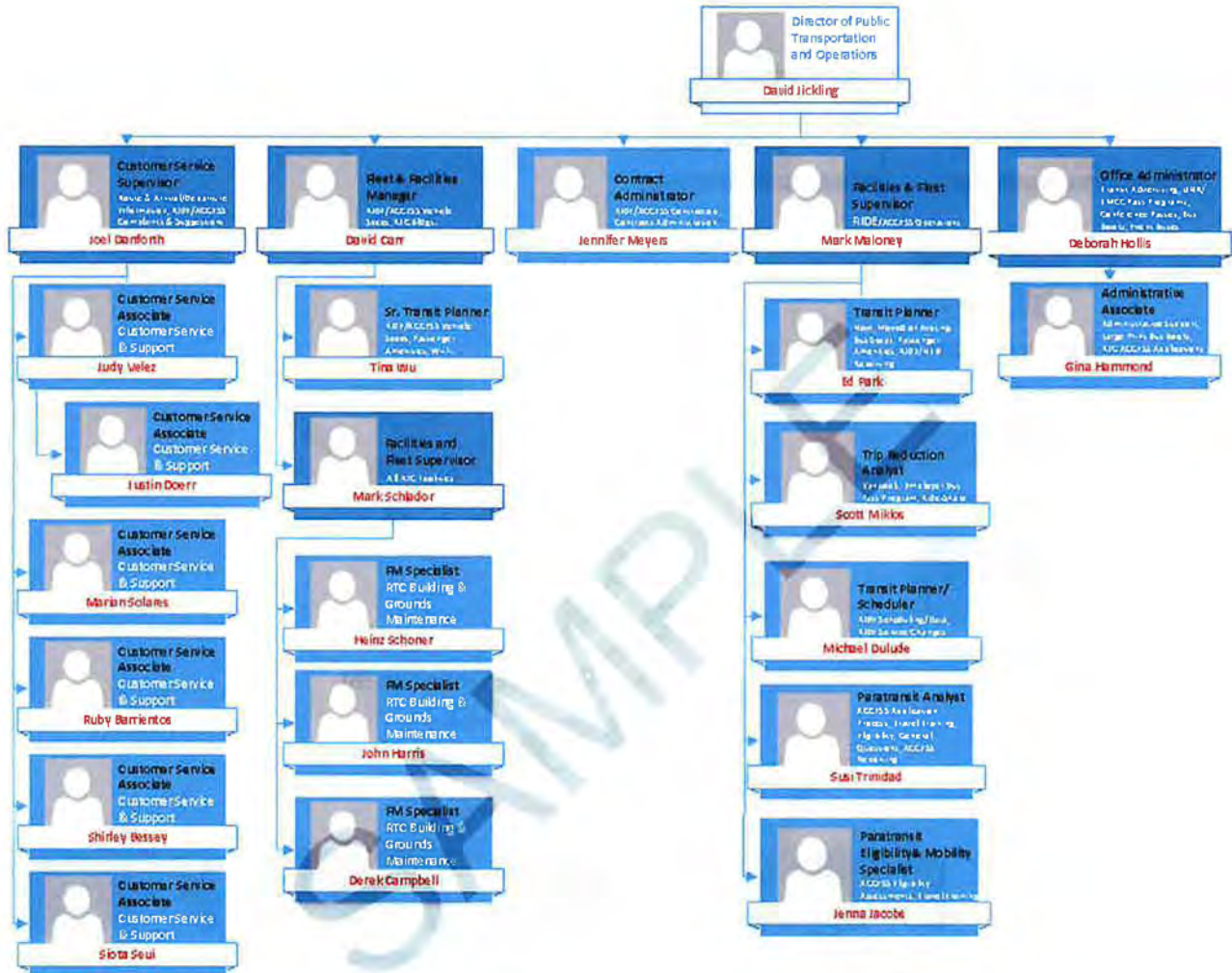
Administrative Services Department



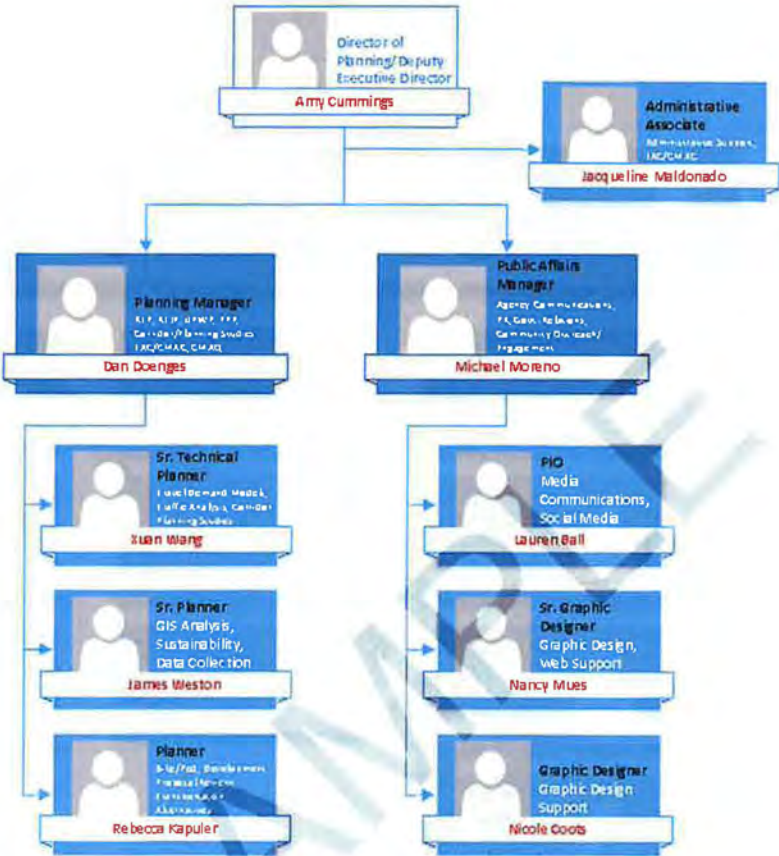
Finance Department



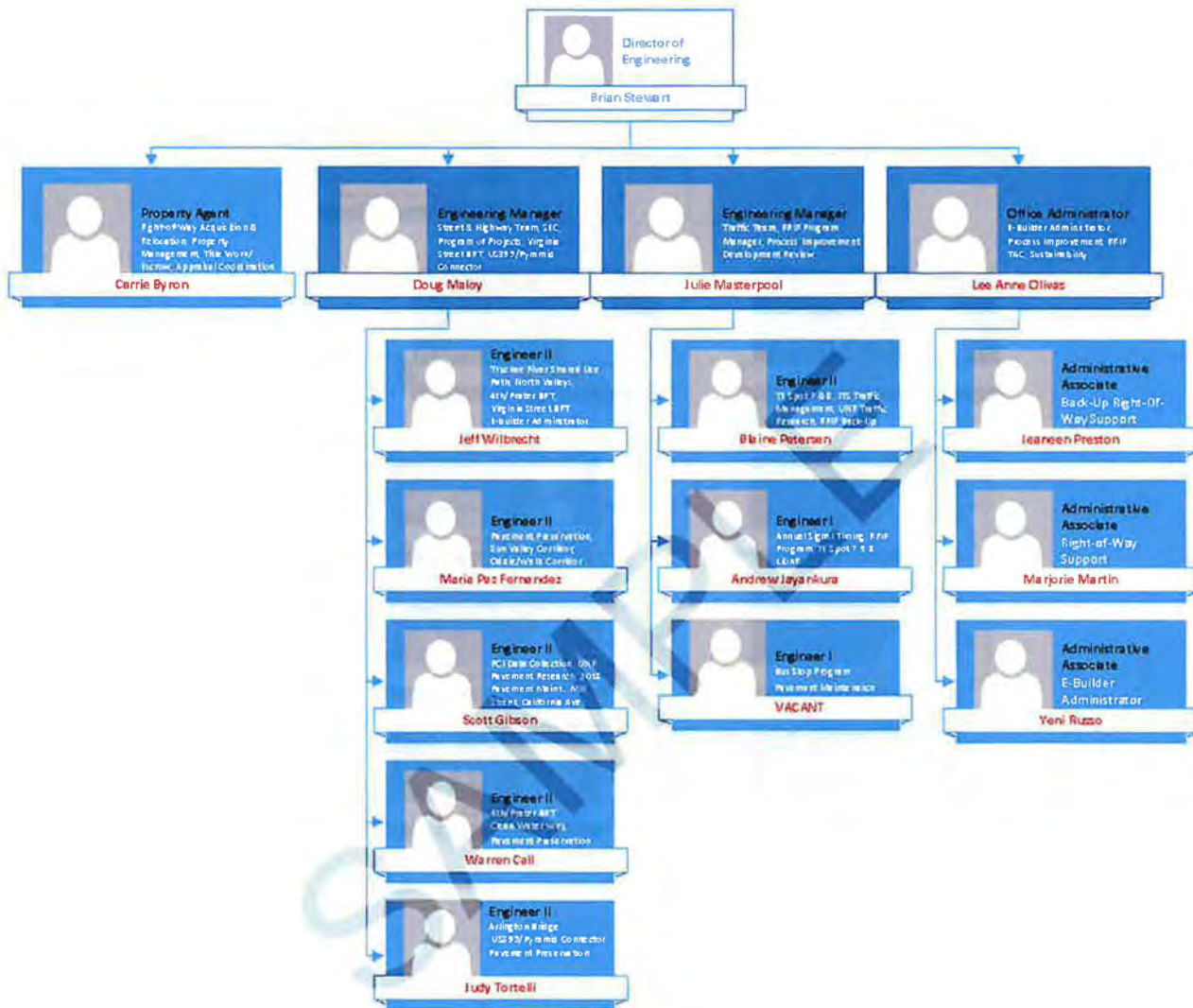
Public Transportation and Operations Department



Planning Department



Engineering Department



5.3 Organizational Responsibilities

Responsibility assignments and safety for all RTC employees is as follows:

The Executive Director will:

- Promote a safe and healthy culture throughout the RTC.
- Set a high standard for safety and health practices and lead by example.
- Ensure provision of needed financial, material and personnel resources to achieve the goals and objectives of the safety and health program.
- Ensure that the program is fully implemented and effective.
- Designate an Accountable Executive who is responsible for the RTC Safety Management System Plan.
- Provide ultimate authority to the Safety and Security Committee and for Project Safety & Security Certification and Verification.

Accountable Executive (AE) (Director Administrative Services) will:

- Effectively implements each element of the System Management System Plan (SMSP) throughout the RTC's public transportation system.
- Ensures actions taken are necessary to address substandard performance in the SMSP.
- May delegate specific responsibilities, but the ultimate accountability for transit agency's safety performance rests with the AE.
- Is responsible for carrying out the Public Transportation Agency Safety Plan; and control or direction over human and capital resources need to develop and maintain both the agency's Public Transportation Agency Safety Plan and the agency's Transit Asset Management Plan.
- AE designates a Chief Safety Officer who has authority and responsibility for day-to-day implementation and operation of the RTC SMSP

The Security/Safety Administrator (SSA) (Chief Safety Officer) will:

- Ensure the RTC's compliance with all applicable federal, state (NRS 618.375), and local safety and health requirements.
- SSA is delegated the authority and responsibility for day-to-day implementation and operation of the RTC SMSP.
- Develops and maintains SMSP documentation.
- SSA reports to the Accountable Executive except for Project Safety & Security Certification process where there is accountability to the Executive Director.
- Ensure provision of each RTC employee with adequate and appropriate occupational safety and health training.
- Ensure that safety and health policies are comprehensive and effective.
- Review each accident and conduct any investigation wherein an accident has resulted in serious injury or property damage.
- Promote safety and health and serve as a resource to all staff.
- Review the program on an annual basis.

Each Director will:

- Ensure implementation of each element of the program in his/her department and facility.
- Ensure that all department supervisors comply with this program.
- Ensure maintenance of all required documents.
- Conduct safety/health surveys or inspections in his/her department on a regular basis, the frequency of which shall not be less than once per quarter.
- Ensure proper maintenance of each piece of equipment in his/her department.

Each Supervisor will:

- Ensure that each employee in his/her department or section receives appropriate training upon initial assignment as well as for changes in processes, procedures, equipment or assignments.
- Ensure that each employee in his/her department/section complies with the program.
- When required by law or circumstances indicate the need for training, each employee receives refresher training.
- Conduct a daily safety and health inspection of his/her work area(s).

Each Employee will:

- Be an active participant in the safety and health program.
- Perform all tasks in accordance with established policies, procedures and safe work practices.
- Perform a safety evaluation of his/her workspace daily.
- Inspect all tools and equipment prior to use to identify any hazards.
- Question any unsafe and unhealthy practice or condition and act to correct and report it.
- Report any injuries, illnesses or incidents to the appropriate person.

5.4 Roles, Responsibilities and Composition of the RTC Security/Safety Committee

The Security/Safety Committee (SSC) membership is:

Executive Director (VM)	RIDE General Manager (VM)
Safety & Security Administrator – Chairperson (VM)	RIDE Safety Manager (VM)
Deputy Executive Director (Director of Planning) (VM)	Transit Operations Manager (VM)
Director of Administrative Services (VM)	ACCESS General Manager (VM)
Director of Engineering (VM)	ACCESS Safety Manager (VM)
Director of Finance (VM)	Security Contractor – Account Manager (VM)
Director of Public Transportation & Operations (VM)	Security Contractor – Account Supervisor
Facilities & Fleet Manager (VM)	Facilities Maintenance Supervisor (VM)

+ Note: (VM) = Voting Member

The SSC general purpose is to provide safety and security oversight of transit services as well as transit projects and development. The committee also provides oversight of emergency preparedness and community response. It also monitors and ensures compliance with Federal, state and local safety, security and emergency preparedness regulations, laws and rules affecting public transportation.

1. The SSC shall provide oversight for the Executive Director and/or the RTC Commissioners for the establishment of policies, standards and rules relating to the safety and security of the public, employees and contractors using RTC personal and real property. The deliberations, decisions, and recommendations of the SSC shall be made with due consideration of the need to balance safety and security with the RTC's mission of providing services to the public that are appropriate, efficient, and cost effective.
2. The SSC shall have authority and duty to inspect, investigate and report necessary corrective action with respect to RTC owned and operated equipment and facilities. The contract operators of RTC-RIDE and RTC-ACCESS shall have the obligation to comply with the policies, standards and rules implemented by the SSC utilizing their own personnel, but may request compliance assistance from the SSC.
3. The SSC shall have review and approval authority over all activities relating to safety and security for all RTC property and facilities. Contract operators shall seek SSC approval for any proposed activities that potentially affect safety of personnel or security of the premises. Implementation shall remain the responsibility of the contract operators.
4. The SSC shall provide oversight for all Project Safety and Security Certification Processes. This will include approval of Project Safety & Security Certification Plans, Project Hazard Analysis including preliminary hazard analysis (PHA), failure mode and effects analysis (FMEA), operating hazard analysis (OHA), threat and vulnerability assessment (TVA), project certificate of conformance completion, project safety & security certification and recommend verification of project safety & security certification. The SSC will chair and guide the Project Safety and Security Certification Committees and any sub-groups. The SSC will provide resolution for issues the PSSC cannot agree or reach consensus. The SSC will ensure tracking, monitoring, resolution and closure of any issue adversely affecting project safety and security certification. The SSC refers issues it cannot resolve to the ED as the final authority.
5. The SSC shall offer technical assistance, including but not limited to, training and education, drills, and exercises, to assist in understanding, preparedness and compliance with policies, standards and rules.

6. The SSC's enforcement authority is limited to reporting non-compliance with safety and security policies, standards and rules to RTC, RTC-RIDE, and RTC-ACCESS management and identifying what corrective action is required. The SSC shall be promptly informed of the corrective action implemented and shall be charged with conducting follow-up inspections to verify compliance.
7. The SSC shall report directly to the Executive Director and shall be accountable only to him/her in matters of safety and security. The ED has delegated the SSA as the SSC chairperson, directing committee function. On an exception basis, voting members may delegate their vote to a supervisor of their department.
8. In general, the resolution process for committee action items is as follows. The SSC with input from the appropriate staff, contractors (transit operations, design, construction, construction management, or manufacturing) will provide recommendation approval regarding remediation, workarounds, restrictions and exceptions to action items. The SSC may require hazard analysis of a recommendation. The SSC will provide a decision for closure or refer a recommendation on the action item. When the committee cannot reach a consensus on recommendation, the Executive Director makes a final decision. This will ensure that system safety and security realized, delivered, tested and validated.

SECTION 6: SAFETY MANAGEMENT SYSTEM PLAN CONTROL AND UPDATE PROCEDURES

The SSA in consultation with the SSC and senior management will annually review the Safety Management System Plan and update it as needed. Review completion of the SMSP review will be by March 31, annually. The SSC will conduct a review of all proposals for changes to the Plan. The SSC will review all regulatory changes and other changes to the SMSP. If system changes occur, the Accountable Executive, Safety/Security Administrator, and the SSC will ensure incorporation of any changes outside a scheduled review in the SMSP. SSC authorized change bulletins may occur throughout the year and distributed within the RTC. The SSC recommends changes and the Executive Director makes the final decision on any change of the SMSP. The RTC Board Chairman and Executive Director annually certify SMSP compliance with 49 C.F.R. Part 673.

SECTION 7: HAZARD ANALYSIS AND RESOLUTION

Before they cause problems, the RTC desires to identify and address as many hazards as possible through a Resolution Process. The RTC will use numerous tools to recognize and evaluate hazards. Then given the nature of the hazard identified, the RTC will take specific actions to control them. The RTC's management is involved in hazard evaluation and control. Hazard analysis and resolution involves the steps of identification, categorization of hazard severity and probability and hazard resolution.

RTC management, Project Safety and Security Certification Committee (PSSCC) and Preliminary Hazard Analysis Teams (PHAT) and safety staff are responsible for conducting hazard analysis of new projects for the RTC system.

7.0 Hazard Identification

RTC management and safety are responsible to conduct periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis. Inspection types include safety/health inspections, OSHA compliance audits and inspections, facility inspections, preventative equipment and vehicle inspections, fire/life safety inspections. Identification of hazards may occur through direct observation, claims, customer complaints, accident reports, employee reporting, reports of safety monitors and record reviews.

The RTC will employ inductive and deductive processes to identify and eliminate hazards. The inductive process involves the analysis of system components to identify failure modes and effects on the total system and personnel actions. Failure mode analysis is a systematic method of determining which failures in systems are life threatening or cause product impairment and which are not. Examples are conditions such as, "failure to open, failure to close, failure during operation, acts which are improper or inadequate or at the wrong time, etc. or any combination thereof." Elimination of failures can occur through various means described in following sections.

Fault hazard analysis is a deductive method of analysis that requires detailed investigation of subsystems to determine hazard modes and causes of hazards. Deductive hazard identification process involves defining an undesired effect deducing combinations of conditions or faults of the system and the determining causes necessary to produce that effect. Typical identification of fault hazards occurs through testing methods such as integrated testing or system operation testing. Elimination or reduction of fault hazards can occur through means described in the following sections.

7.1 Hazard Categorization

The RTC uses a process (Reference: MIL STD 882-E) to determine which hazards are acceptable, acceptable with certain conditions applied and those which are unacceptable. The key is the use of a formalized process that:

- 1) Identifies and categorizes the hazard;
- 2) Potential hazard mitigation steps or solutions are listed and considered;
- 3) Hazard mitigation steps or another solution is implemented;
- 4) Hazard follow-up determines reduction or elimination of the hazard and if additional steps or actions are necessary to resolve the hazard.

7.1.1 Hazard Severity

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural inefficiencies for system, subsystem, or component failure or malfunction, categorized as follows:

- **I (Catastrophic)** - Death or system loss.
- **II (Critical)** - Severe injury, severe occupational illness, or major System damage.
- **III (Marginal)** - Minor injury, minor occupational illness, or minor System damage.
- **IV (Negligible)** - Less than minor injury, occupational illness, or System damage.

7.1.2 Hazard Probability

The definition of hazard probability is the likelihood that a specific hazard will occur during the planned life expectancy of the system element, subsystem or component. A subjective description can include potential occurrences per unit of time, events, population, items or activity, ranked as follows:

- **A (Frequent)** - Likely to occur frequently (individual); Continuously experienced (fleet/inventory).
- **B (Probable)** - Will occur several times in life of an item; will Occur frequently in fleet/inventory.
- **C (Occasional)** - Likely to occur sometime in the life of an item; will Occur several times in fleet/inventory.
- **D (Remote)** - Unlikely but possible to occur in life of an item; Unlikely but possible to occur in fleet/inventory.
- **E (Improbable)** - So unlikely, it can be assumed no occurrence; Occurrence unlikely, but possible in Fleet/inventory.

Upon hazard identification, analysis determines potential severity and probability of occurrence. The standard process for this analysis is hazard identification, categorization, listing of potential mitigation steps or solutions, implementation of mitigation steps and finally, a follow-up of the hazard and its corrective action(s) to make certain there is reduction of severity or elimination.

The management staff of the RTC can effectively determine the severity of all but the most difficult or unusual hazards. However, should there be difficulty in establishing an agreed upon hazard categorization and/or resolution, the issue referred to the SSC for a determination as to the category and resolution. Should the SSC fail to reach consensus on categorization and/or resolution the Executive Director will resolve the matter.

The successful resolution to some hazards may require the use of outside subject matter experts, consultants or the like. The point is that the RTC will look to external resources to help resolve a hazard within the system. The SSC or management may recommend the use of external resources with approval from the Executive Director.

Hazards identified on an ongoing basis should be entered in the formal process in the same manner as those identified by formal analysis techniques associated with new procurement and new system construction. All employees involved in the hazard identification process must know and understand their respective roles.

7.2 Hazard Resolution

The definition of hazard resolution is the analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. RTC's transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of risk to the lowest practical level occurs in a variety of ways from protective and warning devices to special procedures. There are, however, some hazards that present unacceptable risk requiring elimination. Part of the Hazard Resolution Process is the use of a Hazard Resolution Matrix. The Matrix prescribes which hazards are acceptable, acceptable with mitigation or unacceptable. The RTC's Hazard Resolution Matrix is as follows:

RTC HAZARD RESOLUTION MATRIX					
	Category	I	II	III	IV
Hazard	Probability	Catastrophic	Critical	Marginal	Negligible
Employee Behaviors	A	UN	UN	UN	AC/WR
Equipment	B	UN	UN	UD	AC/WR
Facilities	C	UN	UD	UD	AC
Processes	D	UD	UD	AC/WR	AC
	E	AC/WR	AC/WR	AC/WR	AC
Codes: UN = Unacceptable UD = Undesirable AC = Acceptable AC/WR = Acceptable with review by management					

After the risk assessment, resolution occurs from plan development. Elimination or reduction of hazards in the highest risk category (IA, IIA, IIIA, IB, 2B, IC in the Hazard Resolution Matrix) occurs until they are in a lower risk category. Once in a lower category, management evaluation determines the most effective means of dealing with the hazard. As indicated, elimination or reduction of those in the highest risk category occurs until they can be classified in one of the other three categories. The strategy for dealing with risks in the second highest category (IIIB, IIC, IIIC, ID, 2D in the Hazard Resolution Matrix) are recommended by an RTC department head or Contractor, but it must be submitted to the SSC for approval. The RTC department head or Contractors may directly address hazards posing risks in the lowest two categories with reporting to the SSC.

The entire Hazard Resolution process is a formalized, predetermined procedure for risk acceptance by the RTC and contractor staff. It allows for a systematic hazard identification process and a coordinated hazard effects minimization process.

7.3 Approach to Hazard Elimination and Mitigation

The RTC uses a hierarchal approach to eliminate or control hazards:

1. Design for minimum risk
2. Use of safety devices
3. Use of warning devices
4. Provide special procedures and training

7.3.1 Design for Minimum Risk

There should be provisions in all designs to identify and eliminate hazards through appropriate safety and security design concepts, such as fail-safe design and redundancy. Design provides mitigation to the lowest practical risk level for hazards not eliminated.

7.3.2 Use of Safety Devices

After design, the use of fixed, automatic or other protective safety devices may reduce remaining hazards to an acceptable risk level. These safety devices are critical system elements and will be inspected and maintained as such.

7.3.3 Use of Warning Devices

When design or safety devices cannot affectively mitigate hazards use of warning devices may provide timely detection of the activated hazard and generate adequate warning signals. Design of warning signals shall minimize the probability of incorrect reaction to the warning by employees or other individuals. These warning devices are critical system elements and will be inspected and maintained as such.

7.3.4 Provide Special Procedures and Training

Where it is impossible to adequately mitigate hazards through design, safety devices, or warning devices, written procedures and training are used to either reduce the probability of the hazard occurring, reduce the severity of the hazard if it does occur, or both, so that an acceptable risk level is achieved.

7.4 Hazard Resolution Methodology

PHAT and PSSCC or others will resolve and recommend further actions for hazard resolution to the SSC. The SSC provides a recommendation to the originator for resolving a hazard. After concurrence, if it is a hazard in the second highest risk category, it is further presented as a recommendation to the Executive Director, who may accept, modify or reject the recommendation. Upon modification or rejection of the recommendation, the SSC will further analyze, determine strategy and recommend other actions until final approval from the Executive Director. Referral occurs of the approved

hazard resolution to the PSSCC, responsible department, or contractor for implementation. The SSC will provide oversight through resolution and closure.

7.5 Resolution of Active Hazards

Appropriate staff evaluate and eliminate operating system hazards to an acceptable level according to the Hazard Resolution Timetable. This Timetable ensures achievement of the optimum level of safety through the expeditious resolution of hazards, once identified.

RISK CATEGORY			Resolution timetable			
Unacceptable - must be mitigated (1A, 1B, 1C, 2A, 2B, 3A)			Must be addressed immediately and reported to the RTC Board.			
Undesirable - Mitigation plan must be approved by the SSC (1D, 2C, 2D, 3B, 3C)			A resolution must be developed and implemented as soon as possible. (Ideal if less than 5 days, may take longer to resolve due to funding, staffing or equipment needs, procurement and implementation.)			
Acceptable - with review by SSC (1E, 2E, 3D, 3E, 4A, 4B)			The review process must be completed and resolution accepted within 30 working days.			
Acceptable - without review			The SSC must be notified of action taken within 30 working days			

Use of a Corrective Action Plan (CAP) records identified hazards, tracks recommended mitigation efforts, assigns accountability and documents closure. The CAP must describe the hazard, classification, risk, corrective actions, required resources, resolution, accountable staff and closure.

Hazard Corrective Action Plan		
System, Sub-System, Equipment, Procedure or Function:		
Hazard Description:		
Hazard Severity:	Probability of Occurrence:	Hazard Risk Index:
Corrective Action:		
Required Resources:		
Controlling Measures and Remarks:		
Resolution:		
Actions Implemented:		
Closure:		
Prepared by:	Approved by:	
_____	_____	
Name, Title and Date	Name, Title and Date	

7.6 Hazard Resolution Oversight

Direct oversight of implemented resolutions to verify their effectiveness is the responsibility of the involved department, or contractor. In those cases where the SSC was directly involved in deciding the hazard resolution, the SSC will participate in directly overseeing implementation effectiveness.

SECTION 8: ACCIDENT/INCIDENT REPORTING AND INVESTIGATION

8.1 Criteria

All employees are required to immediately report and document accidents and injuries, no matter how minor. Coach Operators must complete a written report on accidents and/or injuries occurring on or near their coach or van. A Contractor's field supervisor shall respond to every accident involving their assigned vehicles' and will assist in

controlling the accident scene, securing witness statements and performing the initial investigation. RTC staff will investigate accidents involving RTC vehicles.

8.2 Reporting Procedures

The SSC reviews all accidents monthly. The review process includes final report approval, review and discussion of corrective action plans and follow-up monitoring. The SSC meeting agenda includes accident review, analysis, recommendation and follow-up monitoring. RTC's accident procedures differ for major and minor accidents.

Major accidents/incidents include any one of the following events:

- Fatalities involving passengers, employees, bystanders, and trespassers, (includes death within 30 days of the incident).
- Any accidents, which results in an injury of two or more persons, where the injured party requires medical assistance away from the scene of the accident.
- Property damage in excess of \$25,000.
- Collision at a railroad crossing.
- Incidents not addressed above which require the evacuation of passengers or employees from the vehicle, station, other facility or right of way.

Non-major accidents/incidents include the following events:

- Bodily injury of one person, and immediate medical treatment away from scene of accident.
- Property damage between \$7,500 and \$24,499.
- Fire and smoke in vehicles, and facilities not addressed above.
- Other incidents involving rules and procedures violation.

8.3 Internal Notification

The Contractor's Dispatch Control Center (RIDE or ACCESS Dispatch) has a list of criteria for determining the type of accident and notification requirements. Dispatch will notify the appropriate department or individuals. Upon receiving notification of an accident/incident Dispatch will assure that the Coach Operator:

- Reports the location and direction of travel.
- Describes the accident/incident.
- Activates the Emergency Stop Button (or otherwise stops the vehicle).
- Provides the appropriate announcements to the passengers.
- Turns off engine, assesses on-board injuries, and assesses outside bus injuries and other related damages.
- Assists with injuries, and distributes and collects witness cards.

In the case of a major accident, Dispatch will notify emergency responders (City of Reno and Sparks Fire Departments, Police Departments, or Washoe County Sheriff's Office, etc.). Dispatch will request Emergency Medical Services for any injured parties.

Dispatch will then notify its managers and appropriate maintenance staff to respond to the scene of the accident/incident. The RTC Security/Safety Administrator (SSA) will respond to all fatality accidents and other catastrophic events.

8.4 Reporting and Documentation

After the service contractor's on-scene accident/incident initial investigation, some issues may remain unresolved or need completion. This is often the case involving major accidents and/or those requiring reports to the National Traffic Safety Board (NTSB). Accidents requiring state or federal reporting requirements shall be coordinated with the SSA prior to submission.

The degree of follow-up documentation will vary from one accident to the next. The following may require documentation:

- Compliance with operating rules and procedures
- Follow-up interviews
- Employee records review
- Post accident drug and alcohol testing
- Vehicle equipment impounding and inspections (of vehicles involved in accident), and maintenance records review
- In-shop inspections
- Repair estimates on vehicles

Accident analysis – In preparation for the final report, investigator(s) attempt to reconstruct the events as follows:

- Who was involved?
- What events occurred?
- How did the events happen?

Sequence of events for off-site accident/incident investigations is as follows:

- Analysis of off-site data collection
- Documentation of findings
- Determining conclusions
- Determining probable cause and contributing factors
- Recommendations

For reportable accidents, the responsible contractor's written report will identify the most probable cause and any contributing cause of the accident.

8.5 Follow-up

Accident/incident investigations identifying the need for a corrective action plan should include the following information:

- Element of activity identified as deficient.
- Planned activities to resolve deficiency.

- RTC or Contractor department responsible for implementing corrective action.
- Scheduled completion date for implementation.
- Estimate cost of implementation.

As necessary (fatal accident/incident), the RTC or Contractor will provide a list of corrective actions due to accident/incident investigation and report progress to the SSC.

8.6 External Notification

The responsible service provider contractor has responsibility, in coordination through the SSA for notifying external agencies, including NTSB, if required. NTSB notification shall occur within two hours of any bus accident involving a passenger fatality.

SECTION 9: SAFETY INSPECTION AND AUDIT PROCESS

RTC will use a variety of evaluative tools to meet the needs of the organization including self-assessments and voluntary regulatory assessments. RTC staff, consultants, contractor staff or qualified persons from other agencies conduct assessments, audits and evaluations.

The RTC internal safety audit program consists of audits coordinated and conducted by RTC, Contractor and SSA to measure effectiveness of the Safety Management System Plan and compliance with its requirements. Conduction of internal safety audits will be in accordance with FTA, TSA, OSHA (or other local, state and federal agencies), etc. and will follow applicable guidelines and requirements. The audits will ensure that all rules, procedures, operating practices, training and facilities conform to applicable safety requirements and that adequate documentation exist to verify proper performance of safety-related activities. Audit program activities include the following:

- Ensuring adequate on-the-job safety surveillance during system maintenance, operation and modification.
- Determining compliance with management safety policies as contained in the SMSP.
- Determining compliance with operating rules, regulations, standards, codes and procedures.
- Recommending specific corrective action plans to eliminate or minimize the effects of each deviation from compliance.

The Contractor's safety staff will conduct the majority of audits. Yearly performance of audits occurs on a cycle that assures audit of every element within the SMSP at least once in a three-year period.

Advance Audits announcements ensure full support and participation of each department or section. For each of the areas audited, safety staff are encouraged to use written checklists designed for that audit and outlines the key audit requirements.

Upon completion of the audit, the Contractor safety staff in conjunction with the SSA will discuss the findings and make recommendations to the audited department or section. Some findings may require the development of a corrective action plan (See Hazard CAP form) which must include:

- A full description of the tasks that will correct the item. Complex corrective actions may require multiple sub-tasks and milestones.
- An assignment of whom, by title and department is responsible for accomplishing the corrective action.
- A schedule for completion of the corrective action with intermediate milestones as appropriate.

Audited departments are responsible for implementing their respective recommendations and approved action plans within the established periods.

9.1 Facilities Inspections

All public and operating facilities are subject to periodic audit/inspections to identify unsafe or unhealthy conditions, and determine if maintenance is required. Facility inspections will include facility/audits, preventive maintenance inspections, and fire/life safety inspections.

- Facility Audits – Each operating facility is subject to quarterly audit by RTC staff or consultants. Standard inspection includes all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, plumbing, electrical and safety systems. Use of these audits to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into the annual work plan.
- Preventive Maintenance Inspections – Each operating facility must have a scheduled preventive maintenance program. Follow the RTC's facilities maintenance plan to ensure that the facilities and their subsystems and equipment are inspected and serviced based on the manufacturer's recommendations. Performance of inspections by either in-house staff, or their consultants, or outside service contractors.
- Fire/Life Safety Inspections – On an annual basis, each operating facility is subject to an unannounced fire inspection by the Fire Marshall's Office. Compliance with all fire and life safety codes are the basis of these inspections. Documentation of inspections are in the form of reports with follow-up on any areas identified as weaknesses or violations.

Each facility is also required to conduct self-inspections on a weekly or monthly basis in accordance with written procedures that contain formal checklists. Monthly inspections include items such as fire extinguishers, eyewash stations, and hazardous waste material storage areas.

RTC's Public Transit Services, SSA and others, will frequently walk through each facility with a focus on safety and security. The goals of each of these inspections are to

provide RTC employees, its contractors and the riding public with safe, reliable, high-quality service throughout all facilities and the entire service area.

9.2 Maintenance Audits/Inspections

The RTC's Public Transit Services has two main contractors, which are responsible for preventive maintenance and repair of the contractor-operated fleet including buses and non-revenue vehicles. The contractors also work with RTC's Facilities Maintenance Section to maintain operation and maintenance facilities.

RTC's safety compliance assessment involves the process of spot-checking contractor maintenance records and documents to find problems before they cause a negative situation. Each maintenance area is to perform internal inspections daily, in accordance with approved procedures.

9.2.1 Maintenance Functions

Each contractor provides the same basic maintenance functions. Each contractor performs all levels of maintenance on revenue vehicles and support vehicles, including cars, trucks and vans. The intense emphasis on assuring that the fleet support equipment operates effectively and efficiently has a direct relationship to the organization's ability to provide on-street service supervision and support, which directly supports the Safety Management System.

The contractors are responsible for preventive maintenance, of revenue collection equipment, and bus electronic fareboxes and ticket vending machines (TVM's). Contractors are also responsible for passenger shelters, benches, bus stops, parking lots and other related facilities within their operations.

Transit contractors are responsible for preventive maintenance of vehicle and fixed-end electronics systems. This includes portable and mobile radios. Other equipment such as surveillance equipment (security cameras and recorders), message signs, electronic gates, radio consoles and antenna sites are the responsibility of the RTC. This maintenance enables RTC to conduct safe and secure transit and maintenance operations on its buses and at its facilities.

Preventive maintenance includes periodic inspections and programmed testing or replacement of wearable components. Performance of preventive maintenance inspections (PMI's) occurs on a scheduled basis on all RTC assets. PMIs comprise a majority of the maintenance workload and are a key method in the prevention of failures that could result in safety-related incidents. Major systems, such as wheelchair lifts, air conditioning, and heating and fire suppression are the subject of PMI's.

Contractors (RIDE and ACCESS) are responsible for performing numerous tasks including:

- Yearly State safety inspection on revenue vehicles.

- Preventive maintenance inspections and minor repairs to the entire vehicle and its components on a scheduled basis.
- All necessary repairs found during inspections or from road defect reports.
- All cleaning and servicing to vehicles, from the daily cleaning, fueling, and fluid top-off, to complete interior major cleaning and mechanical system steam cleaning.

RTC or other Contractors maintain RTC property and equipment, such as the administration building and transit centers that not maintained by the service providing contractors.

9.2.2 Safety-Related Standard Operating Procedures

Maintenance personnel work with established safety-related Standard Operating Procedures (SOPs), including Lock-Out/Tag-Out, hazardous materials and other applicable topics. Safety-related SOPs developed by each Contractor's maintenance division are must be submitted to the SSC for review and approval.

9.2.3 Correction of Defects

Discover of defects occurs four ways: 1) defect reports used by coach operators or other end-users that identify problems; 2) service interruptions, such as road calls; 3) PMIs; and maintenance reviews. Correction of all defects found must in accordance with approved procedures.

9.2.4 Inspection Programs

The maintenance technicians perform regular equipment, facility and systems inspection programs that monitor the safety, reliability and cleanliness of the Contractor maintenance programs. There is referral to the SSC for assistance in finding an acceptable resolution for any potential hazard not reduced or eliminated through regular management procedures found during inspection.

9.2.5 Quality Assurance

Quality Assurance (QA) monitors compliance with established maintenance procedures and policies, as well as assists in the resolution of technical problems. QA personnel conduct routine review of all service interruptions and categorize them for summarization at the senior management level.

9.2.6 Warranty

Conduction of the warranty function occurs partly by contractors and partly by RTC personnel. Jointly, they are responsible for claims recovery on premature failures of

warranted parts, components and systems throughout the bus fleets. Recovery may consist of cash, parts, labor, or any combination thereof. The contractor is responsible for identifying and documenting warrantable fleet defects, and offers a formalized process for responding to potential safety problems. RTC is responsible for contractually resolving warranty issues for RTC procured vehicles. The RTC is also responsible for warranty implications associated with the farebox, ticket vending machines and communication systems. The contractor is responsible for the warranty of any repair parts or equipment purchases.

9.2.7 Bus Maintenance Inspections

Performance of preventive vehicle maintenance inspections and repairs must be in accordance with approved maintenance procedures on a regularly scheduled basis, and monitored for completion and continuous improvement. Management notification providing maintenance information occurs if there are missed schedule intervals and corrective action taken. All maintenance checklists shall include recommended manufacturer, supplier, or builder procedures, programs, and guidelines.

State Emissions Inspections and Emissions Opacity Testing: RTC sends all gasoline-powered vehicles to external sources for emissions testing and certification. Although not a regulatory requirement, RTC conducts an annual opacity test for all heavy-duty buses. Correction and documentation of problems occurs prior to equipment returned to service.

Preventive Maintenance Inspections (PMI): All revenue, non-revenue and off-road support equipment is subject to scheduled PMI processes in accordance with the manufacturers' guidelines. Proactive assurance fleets are safe and well maintained is provided by the inspection processes.

Post-Accident Quality Assurance Inspections: Each Contractor shall conduct formal post-accident inspections on vehicles when there is an indication that parts or vehicle system failure may have contributed to the accident.

Communications Equipment System Inspections: Fleet radios and fixed stations undergo periodic inspections and repairs by outside vendor(s) as provided by the RTC. Each Contractor (RIDE, ACCESS) are responsible for assuring the overall functionality of their equipment and processes, including portable, mobile and fixed-end applications.

Other Shops Maintenance Inspections: The heavy repair (major component) facility, brake and battery shops and paint and body repair facility have developed internal processes and inspections procedures to assure conformance to established standards.

SECTION 10: RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTIONS

SECTION 10: RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTIONS

RTC ensures that annual reviews are performed for all safety rules/procedures and necessary revisions made. Change of conditions may also dictate when to make revisions. A review and revision of safety rules and procedures occurs in accordance with any changes to federal, state and local codes.

The RTC encourages employees and contractors to report unsafe conditions or situations. Employees and contractors shall report unsafe conditions, situations or incidents to management without fear of reprisal. The RTC's safety and health program will only be effective if all employees and supervisors are accountable for their responsibilities and safety performance. Front line supervisors may be the best choice for administering disciplinary action for minor violations. However, upper level management administers disciplinary actions for more serious violations. In general, addressing violations of safety rules and policies occurs in the following manner.

1. first incident: Verbal warning
2. second incident: Written reprimand
3. third incident: Written reprimand and suspension
4. fourth incident: Termination

Examples of employee behaviors resulting in disciplinary action can include:

- Failing to comply with safety rules
- Use of unsafe methods
- Failing to report injuries
- Failing to use required personal protective equipment
- Making safety devices inoperable by removing, adjusting or disconnecting them

SECTION 11: TRAINING AND CERTIFICATION REVIEW AND AUDIT

11.1 Training and Certification Review and Audit

Proper documentation, regular review and update of all RTC and contractor training programs occurs as needed. There will be an annual review and full audit every three years of each training program. RTC officials, or their consultants, will review all training. The purpose ensures training of employees who can demonstrate their understanding of what they have learned. Contractors accomplish training of operations and maintenance employees in accordance with the provisions of their contract with the RTC, which also includes a requirement to comply with content of this SMSP. It is each contractor's responsibility to ensure that workers are knowledgeable, skilled and always focused on safety while carrying out their assigned responsibilities.

11.2 Contractor Training Programs

Contractor's training programs include licenses, training completion, internal and external certifications required by title or job responsibility. Contractors must ensure FTA defined safety-sensitive jobholders are provided all required training and certification on an on-going basis. Safety-sensitive jobs are coach operator, mechanic, dispatcher, and armed officer. In general, training should document skills performance, knowledge of operational procedures, emergency procedures, equipment usage, new equipment configurations, OSHA requirements and any other special requirements.

SECTION 12: EMERGENCY RESPONSE PLANNING, COORDINATION, AND TRAINING

RTC has developed the System Security and Emergency Preparedness Program Plan (SSEPP). The SSEPP provides information relevant to all RTC employees and its contractors regarding emergency procedures, drill procedures, and the conduct of periodic disaster and emergency response actions drills, for all modes of transportation.

The SSEPP addresses:

- Security conditions and capabilities,
- Threat and vulnerability resolution process,
- Threat levels and alerts,
- Security and emergency procedures,
- Related training and evaluation, and
- All-hazards emergency response.

All RTC and contractor personnel involved with the public must receive training in emergency operations and participate in emergency drills as part of their recurrent training.

RTC and contractor personnel must follow emergency management procedures contained in Appendix A.

SECTION 13: SYSTEM MODIFICATION REVIEW/APPROVAL PROCESS

13.1 System Modifications

Major modifications to systems, equipment or vehicles must address safety concerns and hazard through a safety certification process. Minor system modification require addressing safety concerns and hazards in the same way as major modifications. System modification often results from systems testing, observations, inspections, data analyses and equipment failures due to design problems, hazard reports, accident investigations, and internal or external audits. Proposal of modifications may occur as a means of improving a system's efficiency, maintainability and performance, or in order to eliminate or control hazards.

For elements involving either the bus fleet or infrastructure, the design, construction and coordination procedures applicable are in the appropriate RTC contract documents. It is

the responsibility of the department drafting the specifications for the equipment, system or facility to assure that safety requirements specification in procurement documents.

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the Safety and Security Certification Process. Transit system expansion or reduction (e.g., addition of BRT service) requires safety and security certification. The Handbook for Transit Safety and Security Certification, FTA 2002, provides a 10-step safety and security certification process. Safety and Security Certification of projects involves the project management team, project safety and security certification committee, preliminary hazard analysis team, contractors and consultants for completion. The process requires review and approval of certification and a verification recommendation by the Executive Director. The SSC reviews and approves equipment and vehicle safety and security certification as well.

13.2 Safety Requirements for Modifications

The RTC and its representatives will approve incorporated modification and configuration control requirements into all contracts in order that changes to the design of equipment and facilities documentation. Changes to designs after completion (sign off) of reviews are to be coordinated between RTC, its representatives, and the contract holders. Included in the contracts are compliance with safety assurance; modification and configuration control; safety analysis; evaluation and review. General areas most affected by system modifications and configuration controls include: vehicles. Communications, fare collection and maintenance facilities.

Procurement of new systems, facilities, and equipment for RTC includes safety requirements in specifications and design reviews, and the testing, evaluation, and certification of the new systems (including configuration). It is the responsibility of the specifier (RTC, Contractor, or vendor) of new systems to assure to the RTC that safety requirements are included in the procurement process.

13.3 Security Requirements for Modifications

The RTC will ensure that facility modifications include provisions that are consistent with current security systems for electronic access control, locks and keys, intrusion detection and closed-circuit television system. Accomplishing facility modification must ensure that there is a consistent philosophy and implementation for the RTC's security systems.

13.4 Special System Safety/Security Considerations

RTC requires special consideration to the following in contracts affecting system components:

- Compatibility with the safety features, design, and procedures of the existing system into the new designs. Design criteria includes crime prevention through environmental design (CPTED) concepts and standards.

- Fault tolerant principles must be incorporated into all designs of new systems, including hardware, software, equipment, and facilities, when failures would cause a catastrophic event resulting in death or injury to persons, or damage to critical systems. As a prerequisite, there will be no consideration to new designs unless they proved safe and effective in operation elsewhere.
- Avoidance, eliminations, or reduction of identified safety hazards caused by design change; the inclusion of safety devices; or introduction of new or additional parts or materials, must be built into the designs.
- Components must be located so that access by personnel during operation, maintenance, repair, or adjustment does not require exposure to hazards (such as electrical shocks, burns, sharp edges or points and dangerous or toxic materials) beyond acceptable risks.
- Designs must minimize damage to equipment or injury to personnel in the event of an accident or catastrophe.
- Proper design must avoid undue exposure to physiological and psychological stress, which might cause errors leading to accidents or catastrophes.
- Provision of suitable warning and caution notes must be included in the vendors' instructions for the operation, assembly, maintenance, and repair of their products, and the imposition of distinctive markings for personnel protection on hazardous components, equipment or facilities.
- Developed staff training programs for all new systems or modifications, submitted to the RTC for approval, and personnel trained prior to final acceptance of the system or modification.

SECTION 14: SAFETY DATA ACQUISITION/ANALYSIS

The RTC, its consultants and contractors conduct proactive safety and health activities, including periodic inspection of facilities and construction projects, documented industrial hygiene surveys, and other occupational health assessments.

Safety related data will also be collected through review of operational and maintenance reports, accident reports, hazard analysis, injury/illness/incident investigations, performance reviews, customer complaints, claims, supervisory observations, and safety audits. Collected data will be analyzed and arranged in a manner that allows ready comparison with past safety performance in similar areas. Investigation or patterns of reduced safety should occur and if warranted, recommendations made to improve safety to previous levels or better.

Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable period after the implementation of a hazard resolution. Comparison of "before-and-after" statistics can also provide confirmation that the resolution is effective.

Annual Safety Report: Collected safety data, and the results of analysis of that data, will constitute significant parts of the Annual Safety Report. SSA will prepare this report it then signed by the Executive Director and sent to the RTC Board, and other selected

entities. The report will include a narrative assessing RTC and contractor safety performance for the year.

SECTION 15: INTERDEPARTMENTAL/INTERAGENCY COORDINATION

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this Safety Management System Plan will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their personal workplace safety. Employee solicitation of solutions to safety and health problems is essential. RTC will ensure its employees, and its Contractors contribute to safety and health objectives through participation on safety committees and teams.

RTC recognizes the benefits of developing and maintaining open lines of communication with its peers, local emergency service providers and others in supporting community safety. As such, RTC participates in local community groups that plan and exercise safety and emergency action plans for Northern Nevada. In addition, RTC works with other providers as needed on statewide initiatives or efforts designed to improve emergency and safety preparedness. RTC's key leaders and the SSA act as liaisons for such work and communication.

SECTION 16: CONFIGURATION MANAGEMENT

The RTC SSC reviews modifications effecting safety and security to systems, equipment and vehicles through the safety and security certification process. The RTC provides change control for its operations through its contractors. Contractors must follow configuration control procedures to assure that changes to facilities, hardware, operating and support systems ensure the modified system meets all approved safety standards, and ensure that the changes do not degrade safety or performance. The SSC provides final approval or recommendation for approval of the change control process.

Equipment Warranty, Fleet Defects and Maintenance Campaigns: Contractor's Maintenance Divisions carefully monitor new coaches and vans to ensure identification, documentation and recording all premature failures of parts, components and assemblies. Maintenance staff will file appropriate claims against the manufacturer for the repair or replacement of the failed element(s) while assuring that the corrective action satisfies and sustains the original equipment configuration. Declaration of a formal fleet defect occurs when failure rates meet or exceed the percentage agreed upon in the respective contract. RTC Public Transportation & Operations will make the Declaration. RTC Public Transportation and Operations, and contractor maintenance staff coordinate manufacturer corrective campaigns to assure that such repair campaigns satisfy all configurations, functionality and quality requirements.

Technical Library: Each primary Contractor will maintain a technical library to ensure the availability of current maintenance procedures and parts information. The library is a reliable source for current information of maintenance campaigns and service bulletins, component catalogs, fleet assignments and other information that is necessary to assure required maintenance and configuration control.

16.1 New Systems Configuration Management

Verification of compliance with safety requirements contained in the specifications occurs by using coordinated reviews of contractual documentation, system design reviews, assessment of failure modes and criticality analyses, fault-tree analysis and preparation of test results. Assessed during this verification effort, are adherence to configuration control and other appropriate management procedures.

Contractors are required to prepare and submit “as-built” contract drawings after new projects, or overhauls or rehabilitation of the transit fleet, system equipment and facilities are completed. Design changes made after completion of design review will be coordinated with the Contractor Service Providers and the Public Transportation and Operations Department.

New Coach/Van Purchases: There is assignment of a project manager (PM) to each new bus procurement. The PM is responsible for coordinating, monitoring and controlling all aspects of the new contract and the ultimate equipment configuration. Review of RTC’s technical specifications in the manufacturing plant for each new bus contract promotes and ensures full understanding of the required vehicular configuration. Upon final inspection, release and acceptance at RTC, the PM is to ensure that a post-delivery audit of the bus equipment and records to assure that the agreed-upon equipment configuration standards have been satisfied.

SECTION 17: EMPLOYEE SAFETY PROGRAM

RTC and its operations and maintenance contractor employee safety programs are intended to reduce substantially the number of accidents and injuries occurring within its facilities and to ensure that when they do occur that they are handled properly. The Employee Safety Program incorporates all applicable local, state, and federal requirements including employee right to know provisions.

The SSA in conjunction with RTC Human Resource Section and others as required, review employee accidents, incidents and injuries that occur, and develop programs and initiatives to reduce event numbers. The SSA also meets with supervisors at RTC facilities to ensure the implementation of the appropriate OSHA requirements.

RTC and contractor employees must become familiar with all policies and procedures, and learn how to perform their jobs safely and efficiently. RTC encourages the use of documented on-the-job training, classroom and specialty training, to contribute to a successful safety and health program. The training effort includes hazard recognition,

regulatory compliance and accident prevention. Reinforcement of training occurs through regular follow-ups with employees. This document is an integral part of the employee safety program.

As part of the employee safety program, the RTC and its contractors encourage the use of three motivational techniques: communication, incentives/awards/recognition, and employee surveys. Effective communication within the organization keeps employees informed about policies, procedures, goals and progress. Bulletins, board notice newsletters, meeting and other forums, contribute to awareness and a proactive approach toward safe conditions. RTC also requires compliance with all laws and regulations (e.g., OSHA, ADA) that enhance worker dignity, safety, health and productivity.

17.1 Industrial and Occupational Safety and Health

Each RTC Department is responsible for industrial and occupational safety and health for its employees and each contractor is responsible for the occupational safety and health of its employees. The RTC requests consultative reviews from the State of Nevada OSHA – Safety Consultation and Training Section encompassing all facilities and operations. The SSA will provide consultancy services and oversight of employee safety and training programs through the following work activities:

- Investigation of employee injuries
- Safety training at new employee orientation
- Periodic training covering applicable industrial and occupational safety topics
- Implementation of corrective action to reduce hazards identified in the workplace
- Periodic inspections to evaluate the safety of the facility
- Annual updates to the Emergency Action and Evacuation Plans

17.2 Personal Protective Equipment

All personnel participating in work actions or activities subject to personal protective equipment (PPE) requirements must be notified, trained, equipped and in its use. RTC departments and contractors are responsible for providing the necessary PPE. Employees are required to use PPE in work actions or activities subject to regulation or requirement.

17.3 Interdepartmental, Contractor and Interagency Coordination

RTC has a system of continuing verbal and written communication procedures in place to ensure interdepartmental, contractor, and interagency coordination is occurring. Proper implementation of the contents of this document will help to achieve an open line of communication throughout the organization. It is prudent to involve employees in the planning, implementation and necessary improvements needed to enhance their and their fellow workers, personal workplace safety.

17.4 Operating Environments and Passenger Facility Management

Passenger facility management at each RTC location servicing the public will provide a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occur daily and as necessary based on customer feedback.

17.5 Employee Work-Related Injuries

Employees involved in a work-related accident are required to report the accident to a supervisor, who must document the accident utilizing approved report forms. A claims adjuster, hired by either the RTC or the Contractor as applicable, classifies the type of accident before incorporating the claim into the administrative process. RTC and its contractors have a formal return-to-work program, which encourages employees to return to work, with restrictions, in a modified duty assignment. The hazard management process describes the methodology used to reduce employee work-related injuries. A review of all accidents passenger or public injuries and employee injuries occurs for hazard identification, classification, risk, mitigation and follow-up to reduce or eliminate reoccurrence.

Safety-sensitive personnel (operators, dispatchers, mechanics and armed officers) will immediately report any work-related injury to a supervisor. The supervisor will ensure any necessary emergency response, documents the incident and initiates the administrative process.

SECTION 18: HAZARDOUS MATERIALS PROGRAM

The Public Transportation Department is responsible for mandating safety requirements in its service provider contracts. The RTC's purchasing authority is responsible for mandating safety requirements in its vehicle procurement, facilities design and construction contracts. Both departments require compliance from vendors with RTC's safety requirements. The SSA is responsible for ensuring that the RTC and its contractors meet requirements related to the safety of RTC employees and property, contractor employees and property and the public.

Operational and passenger safety are the highest priorities when defining vehicle and facilities design requirements. Established design criteria ensure the equipment and installed materials meet or exceed all safety, flammability and environmental requirements, and meet all state and federal standards and regulations in effect at the time governing the specific equipment and materials used. Verification of contract compliance, commence with the design phase, continue through construction and final acceptance with inspections and testing by qualified consultants or RTC personnel.

18.1 Hazardous Materials Management Plan

RTC has, and requires its contractors to have, a Hazardous Materials Management Plan (HMMP) for each operating facility. Among other requirements, each HMMP must assist the local fire department in the event of their response to a hazardous material (HAZMAT) emergency. Each HMMP is site-specific and describes features of RTC

systems and equipment required for compliance with pertinent statutes, ordinances and regulations. The HMMP requires each contractor to name a facility emergency contact person and/or position, and list the types and location of chemicals stored at the facility. Facility information includes items such as floor plans, hazardous material storage locations, staff evacuation locations, etc.

Each Contractor oversees the storage, handling, approval, and use of hazardous materials at RTC facilities. Contractor must ensure compliance with federal, state and local regulations regarding the generation, handling, storage or disposal of hazardous material or waste at these facilities. The Contractor maintains and updates all the hazardous material permits and fees necessary for each facility. They are responsible for updating and maintaining all Safety Data Sheets (SDS) and Chemical Materials Control Forms for their sites. They provide a copy to the SSA for inclusion in the facilities master list.

Each facility has its own Emergency Response Plan (ERP) that outlines the procedures for utilizing and maintaining personal protective equipment, spill prevention countermeasures and control plans and spill contingency plans.

The RTC and each Contractor is also responsible for coordinating the hazardous materials training of their personnel. The Contractor, with consultation from the SSA as needed, is responsible for purchasing personal protective equipment for employees, and controlling chemicals and other hazards in the workplace.

18.2 Purchasing Hazardous Materials

The RTC requires vendors to attach a Safety Data Sheet (SDS) with each hazardous chemical shipment in order for its acceptance. The Contractor's purchasing agent(s) have the following responsibilities in addition to daily activities:

- Ensuring that the procurement process complies with established procedures for evaluating materials and products.
- Establishing procedures that require their internal safety department coordination for identification and purchase of safety-critical/hazardous materials.
- Developing, maintaining and utilizing a list of hazardous substance acquisition, handling, labeling, storage, disposal and record keeping.
- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with their internal safety department personnel.
- Annually reviewing inventory requirements for defined safety-critical items.

18.3 Hazardous Communication (HAZCOM)

Each Contractor has a Hazard Communication (HAZCOM) Program, for all new employees who work with or exposed to, chemicals or other hazardous materials in their work environment. All employees also receive annual training. The program design is to inform employees about the following:

- The "Right to Know" Laws
- Workplace chemical lists

- How to read and interpret information on labeling systems
- How to read and interpret information on Safety Data Sheets (SDS)
- Physical and health hazards in the workplace
- Protective measures, specific work procedures and personal protective equipment
- Methods and observations to detect the presence or release of a hazardous material.

SECTION 19: DRUG AND ALCOHOL ABUSE PROGRAMS

The purpose of the RTC Drug and Alcohol Policy is to prevent accidents, incidents and losses from alcohol and drug misuse. This policy also defines alcohol misuse and requirements for testing for prohibited drugs.

RTC developed its drug and alcohol misuse program to promote the safety of its patrons and employees by encouraging a drug-free workplace and by undertaking affirmative measures to deter and detect the use of illegal drugs and alcohol misuse in the workplace. RTC and its Contractors are responsible for administering this program for all their employees in safety sensitive positions.

The policies and procedures conform to the drug and alcohol regulations of the United States Department of Transportation Federal Transit Administration (FTA) (49 CFR Parts 40, 655) and are intended to accomplish the objectives of those regulations. The policy identifies employees subject to testing, testing requirements, prohibited behavior, consequences of positive results and resources for employee assistance and rehabilitation.

An RTC condition of employment for safety-sensitive employees is participation in prohibited drug use and alcohol misuse programs. Supervisors must not permit a safety-sensitive employee to perform his/her job function if the employee has violated any provision of the policy.

Covered Employees: All employees and contractors who perform safety-sensitive functions for the RTC are subject to the drug and alcohol-testing provisions set forth in the FTA regulations. The four categories of safety-sensitive functions are as follows:

- Revenue Vehicle Maintenance
- Revenue Vehicle Control/Dispatch
- Commercial Driver's License/Revenue Vehicle Operations
- Armed Security Personnel

Circumstances for Testing: FTA requires that a drug testing safety-sensitive employees in the following circumstances:

- Pre-employment (new hires/transfers and return to duty)
- Reasonable suspicion
- Post-accident
- Random

Oversight of RTC and contractor compliance with Drug and Alcohol Program requirements is the responsibility of the SSA with reporting to the SSC.

SECTION 20: CONTRACTOR AND CONSTRUCTION SAFETY

The RTC provides oversight site safety for contractor and RTC personnel during the conduct of construction projects, testing, and operations and maintenance activities. The level of RTC oversight, for construction, testing and operations and maintenance, as described in the following sections.

20.1 Contractor Safety Coordination

All contractor employees working on RTC property must comply with all RTC policies and procedures. RTC requires all operating, maintenance and construction contractors to provide a Safety Management System Plan. The SSA will review and approve the plan before the contractor can begin work. If the RTC finds that the contractor is not complying with the above requirements, RTC has the right to terminate the contractor's operations until achieving full compliance.

20.2 Construction Safety Program

The RTC's administration of construction safety reviews are in accordance with contract specifications and applicable federal, state, local and other safety requirements and shall be monitored through periodic audits and inspections of the construction safety program.

RTC Engineering Staff play a role in construction safety, beginning with the procurement process. Included in each procurement package is a notice requiring that the construction contractor comply with all local, state and federal safety rules and regulations. The contractor must submit its site-specific Safety Management System Plan to the RTC for review and approval prior to receiving a Notice to Proceed.

RTC staff members provide auditing and oversight of construction contractor compliance with their written safety plans. RTC conducts unannounced inspections of construction sites. Presentation of a report containing to the Contractor's Superintendent and the Project Engineer. When corrective action is required, RTC conducts follow-ups on outstanding safety deficiencies until eliminated.

Safety personnel may also attend weekly meetings to discuss the findings of prior week inspections and determine critical work activities for the coming week that may require onsite oversight.

Worker safety is of primary interest to all parties involved in the construction process. The unique nature of each work area involves construction practices that may expose workers to potentially hazardous conditions. Contractors, subcontractors and all other parties involved in the construction process, have a legal and contractual responsibility to perform work in a safe manner that is consistent with good construction practices. This

obligation involves coordinating the efforts of all parties involved to implement effective safety management techniques.

20.2.1 Construction Safety Plans

For each awarded contract, the contractor must submit a written Construction Safety Plan (CSP). Subcontractors may either sign-on to the prime contractor's plan or submit their own CSP, as long as all activities are covered. The CSP must include the following items:

- Management Policy Statement
- Safety goals and objectives
- Responsibilities for all employee levels
- Construction Operating Rules and Procedures
- Hazard Communication Standard Compliance
- Emergency plans that require medical, fire, police and others to respond
- Safety training to be provided to construction workers
- Task specific safety requirements and supervisory oversight

Depending on the nature of the project, RTC may require the CSP include some or all of the following:

- Emphasis on compliance with regulatory/RTC safety requirements
- Copy of Contractor's written safety program and hazard communication program
- Identification of safety and health responsibilities
- Specific safety obligations, such as:
 - First aid facilities, emergency transportation and medical care
 - Furnishing of personal protective equipment
 - Drinking water
 - Toilets, job sanitation, etc.
 - Cleanup and trash disposal
 - Temporary electricity, water and heating/cooling as needed
 - Guardrails, scaffolds, ladders, cranes, etc.
 - Fire protection, fire extinguisher
 - Lighting and ventilation
 - Job site and associated parking lots
 - Requirements for pre-construction safety meetings
- Establishment of a disciplinary policy for subcontractor safety violations
- Identification of the subcontractor's job site Safety and Health Representative
- Identification of safety violations, which can result in shutting down a subcontractor's operations such as:
 - Imminent danger violations
 - Willful negligence or disregard for safety
 - Repeated safety violations, etc.

The following requirements are also required in the CSP.

Training: Contractors are responsible for safety education and training of all employees.

As a minimum, the following is required:

- Supervisor and employee safety training
- Orientation training
- Emergency procedures
- Safety meeting
- Hazard communication standard
- Vehicle/equipment safety
- Specific hazards of work
- Use of personal protective equipment
- Employee training (excavation, confined space entry, asbestos, lead, etc.)

Inspection and Enforcement: The Contractor is responsible for regular inspection of employee work areas to ensure employees follow safe work practices. This includes periodic site visits and rigid enforcement.

Accident Investigation and Reporting: The Contractor reports all injuries within 24 hours to the Project Engineer or Manager. An accident investigation occurs immediately following an injury, and preventive measures enacted.

First Aid/Medical Services: The Contractor provides first aid capability to meet OSHA requirements. Subcontractors may choose to use the general contractor's resources only if included in the contract provisions.

Recordkeeping: Each Contractor is responsible for documenting safety activities on a monthly Safety Report. The report should include a record of contractor and subcontractor employees, documentation of training and housekeeping efforts, identification of any accident or incident report submitted during the month, and a summary of injuries and lost workdays versus hours worked.

Personal Protective Equipment: The Contractor is responsible for providing and inspecting all personal protective equipment. The general contractor has the responsibility to inspect and verify that the subcontractor is conducting the necessary inspection of safety equipment and that employees are wearing it when required.

Factors Influencing Subcontractor Safety Performance: For general contractors to demonstrate the importance of safety, they must make a firm commitment to influencing the way their subcontractors manage safety. Factors under the direct control of general contractors that influence subcontractor safety performance include:

- Effective project management
- Effective job coordination
- Emphasis on job safety
- Establishing a safe work environment

Subcontractor Safety Staffing: A Contractor or subcontractor shall assign an employee as a safety and health representative. This individual should be on site while the job is in progress and be responsible for coordinating the safety activities of the subcontracting firm. The safety representative should maintain a copy of the firm's Safety Program and have authority to take corrective action when needed.

SECTION 21: PROCUREMENT

RTC requires its own and contractor procurement sections/departments to maintain a list of all harmful or toxic materials and substances and ensure that purchases do not include items listed as prohibited. In addition, each procurement section/department maintains a list of all safety critical material, along with incoming inspection procedures for each class of safety critical material.

Procurement sections/departments assure proper markings, labeling and storage of all chemical products and/or dangerous materials in storerooms; obtain and disseminate to all storage locations. Safety Data Sheets (SDS) on all chemical products used or stored by RTC or its contractors and supply SDS(s) to the SSA. Maintain and implement the procedures for the acceptance of all materials, and the performance of receiving inspections on safety critical materials received by the RTC or its contractors.

Procurement sections/departments will also be responsible for maintaining a complete inventory of material and database of all inspections performed.

21.1 Procurement Safety Responsibilities

Safety-related procurement tasks include:

- Establishing and maintaining a standard procedure for evaluation of all potentially hazardous materials with safety personnel.
- Including safety performance standards on equipment specifications.
- Performing acceptance inspections on all safety critical material.
- Establishing procedures that require safety department coordination for identification and purchase of safety-critical and hazardous materials.
- Annually reviewing inventory requirements for defined safety-critical items.
- Assigning responsibility for monitoring procurement safety provisions of each contract and coordinating with the SSA as needed.
- Assigning responsibility for monitoring storage safety, including inspection and housekeeping standards to improve safety of the work environment

21.2 Bus Procurement

The RTC Public Transportation Department and Purchasing Section (Finance Department) share responsibility for bus specifications and project management of bus procurements. The Project Manager is responsible for compliance to bus specification during their manufacture. The Project Manager is responsible for coordination of issues resulting after the vehicles are in service. The RTC SSC reviews and approves safety and

security certification of all coaches and installed equipment. Safety and security certification must occur prior to revenue service.

The RTC Public Transportation Department is also the technical resource for all advanced technology procurements (e.g., hybrid propulsion or hydrogen fuel use, etc.). The RTC Public Transportation and Procurement Section is responsible for the purchase, assignment, accountability and disposal of support vehicles. The Public Transportation Department also provides a central source of expertise responsible for developing and coordinating technical solutions to equipment challenges fleet wide. Assignment of highest priority to revenue equipment malfunctions that compromise the safety of RTC's contract operators, patrons and community. They also are responsible to review and approve any contractor suggested modifications to the vehicles. The SSC provides oversight of this function through the safety and security certification process and monitoring of system safety.

21.3 Facility Procurement and Development:

The Engineering Department manages plans and specifications. It ensures that all plans and specifications meet RTC format quality standards and notarized by a professional engineer registered in the state of Nevada. The Engineering Department receives all changes clearly identified on engineering plans, specifications and as-built drawings. The RTC SSC reviews and approves the safety and security certification of all facilities prior to use in revenue operations, passenger, public or employee use. The SSC provides oversight of facility project safety and security certification through the processes of design, construction, installation, testing and implementation.

SECTION 22: ALTERNATIVE FUELS AND SAFETY

Safety considerations include Contractor's full compliance with federal, state and local regulations, policies and procedures relating to vehicle compressed natural gas and diesel fueling, and fueling infrastructure, operator and technician training, vehicle inspection, maintenance and repairs; and facilities inspection. Oversight of contractor compliance with safety rules and procedures is the joint responsibility of the Public Transportation Department and the SSA.

SECTION 23: OPERATING ENVIRONMENT AND PASSENGER FACILITY MANAGEMENT

Passenger facility management at each RTC location servicing the public provides a clean, safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occurs daily and as necessary based on customer feedback. See Sections 9 and 10 regarding safety inspections and maintenance audits/inspections of these facilities.

SECTION 24: SECURITY

RTC contracts with the private sector for provision of security services as described in the System Security and Emergency Preparedness Plan (SSEPP) see Section 3. In addition to providing security, the Armed-Security Officer Contractor also provides various safety and emergency response services at the Centennial Plaza and 4th Street Station transit centers. The security Contractor is responsible for hiring and training their employees. All Contractor contracts contain performance standards, including the requirements of this SMSP.

SECTION 25: EXTERNAL AUDIT PROCESS

Local, state and federal agencies may require periodic external safety audits. The RTC will conduct periodic external safety audits utilizing contractors, consultants or staff of other organizations as needed. Use of resources, such as the APTA Bus/Rail Safety Management Audit Program, for audit RTC SMS program.

SECTION 26: SAFETY PROMOTION

It is important to provide safety information to all employees and contractors. The RTC provides safety communication to employees holding safety-sensitive jobs through monthly safety meetings, newsletters, bulletins, poster boards and daily electronic messaging. Safety communication content includes safety-related hazards and safety risks they encounter. Examples include accident frequency, severity and causation. Other content includes changes in safety policies, activities and procedures and actions taken in response to reports from the employee safety-reporting program. Employees not in safety-sensitive jobs receive communication in the form of quarterly newsletters and electronic messages, monthly department meetings and semi-annual all staff meetings. Ways in which the RTC and contractors ensure understanding of communications include asking what employees heard, asking if they can explain the message to others, employing use of matching communication styles (photographs and stories vs data, graphs and charts) and eliciting visual cues of understanding.

APPENDIX A

(EMEGENCY PROCEDURES FLIPCHART)

**Emergency Procedures Flipchart is in the following section:
“Other”. It is the last tab (15) in this binder.**

SAMPLE

APPENDIX B

LIST OF ACRONYMS

ANSI	American National Standards Institute
ADA	American Disabilities Act
APTA	American Public Transportation Association
CAP	Corrective Action Plan
CDL	Commercial Driver's License
CNG	Compressed Natural Gas
CPR	Cardio-Pulmonary Resuscitation
CSP	Construction Safety Plan
DOT	Department of Transportation
DWI	Driving While Intoxicated
ERP	Emergency Response Plan
FTA	Federal Transit Administration
HAZCOM	Hazard Communication
HMMP	Hazardous Material Management Plan
ISTEP	Intermodal Security Training Exercise Program
SDS	Safety Data Sheets
NDOT	Nevada Department of Transportation
NTSB	National Transportation Safety Board
PM	Project Manager
PMI	Preventive Maintenance Inspection
RTC	Regional Transportation Commission of Washoe County
SOP	Standard Operating Procedure
SSA	Security/Safety Administrator
SSC	Security/Safety Committee
SSEPP	System Security and Emergency Preparedness Program Plan
SMSP	Safety Management System Plan
TSA	Transportation Security Administration
TVA	Threat and Vulnerability Assessment
TVM	Ticket Vending Machine
VIPR	Visible Intermodal Prevention and Response Team

APPENDIX C

GLOSSARY OF TERMS

Emergency:	A situation which is life threatening to passengers, employees, or other citizens which causes damage to any transit vehicle or facility or results in the significant loss of services and reduces the ability of the system to fulfill its mission.
Fatality:	A transit-caused death that occurs within 30 days of transit incident.
Hazard identification:	The process of using numerous tools to recognize and evaluate hazards.
Hazard resolution:	The analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard.
Hazard severity:	<p>The process of using subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem or component failure or malfunction, categorized as follows:</p> <ul style="list-style-type: none">• Category I (Catastrophic) May cause death or loss of a significant component of the transit system, or significant financial loss.• Category II (Critical) May cause severe injury, severe illness, major transit system damage, or major financial loss.• Category III (Marginal) May cause minor injury or transit system damage or financial loss.• Category IV (Negligible) Less than minor injury, occupational illness, or system damage.
Injury:	Any physical damage or harm to a person that requires immediate medical attention and hospitalization.
Safety:	Freedom from danger.
Security:	Freedom from incidental danger.
Security incident:	An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.

Security threat:	Any source that may result in a security breach, such as a vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.
System:	A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating and training) which are integrated to perform a specific operational function in a specific environment.
Threat:	Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.
Unsafe condition or act:	Any condition or act that endangers life or property.
Vulnerability:	Characteristics of passengers, employees, vehicles and/or facilities that increase the probability of an unsafe condition or act.

Legend

- Transfer Center
- Transfer Point
- RTC RAPID Station
- Pass Outlet
- Point of Interest
- Direction of Travel
- Medical Facility



Downtown
Reno

RTC 4TH
STREET STATION

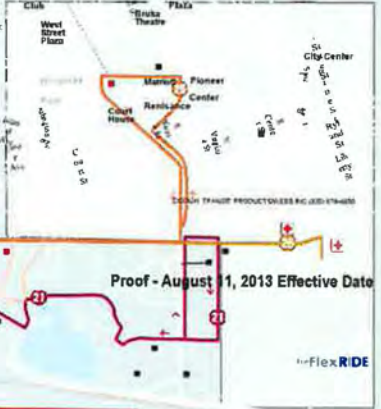
PhM



System Map

rtcwashoe.com
Effective May 5, 2019

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RTC RIDE

Proof - August 1, 2013 Effective Date

FlexRIDE

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Rob Reeder
Administrator Security/Safety



Lee G. Gibson, AICP
Executive Director

SUBJECT: Service Agreement Renewal RFI Communications & Security Systems

RECOMMENDATION

Approve a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems, not to exceed \$109,270; authorize the RTC Executive Director to execute the agreement.

SUMMARY

A service agreement with RFI Communications & Security Systems (RFI) has been in place since 2006. RFI is a local authorized, provider for the electronic access controls system, intrusion detection and reporting system and the closed-circuit television (CCTV) systems currently in place. 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: systems uptime, efficiency and effectiveness of repairs, responsiveness to service requests, and conducting preventative maintenance). The term of the proposed service agreement is from July 1, 2019 to June 30, 2020.

FISCAL IMPACT

The service agreement amount is included in the FY 2020 Board approved budget.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this agenda item.

ADDITIONAL BACKGROUND

After being awarded a contract through the competitive bid, process RFI installed RTC security systems in 2006. The continuous operation of an electronic access control system, intrusion detection and reporting system and CCTV system are essential to providing safe and secure transit operations and facilities.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

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, 2019Anniversary 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, 6th Street Yard, Virginia & 4th Street Rapid Stations**CUSTOMER (Billing Address):**Company: Regional Transportation CommissionAddress: 2050 Villanova DriveCity: Reno State: NV Zip: 89502Attention: Rob ReederPhone #: (775) 335-1870**Accepted by:**

CUSTOMER:

Regional Transportation CommissionRFI Communications & Security Systems

By: _____

By: _____

Authorized Signature

Authorized Signature

Lee G. Gibson, AICPHyong C. Cho

Print Name

Print Name

Title: Executive DirectorTitle: Account Manager

Date: _____

Date: October 25, 2018

TERMS AND CONDITIONS

1. COVERAGE

A. RFI will provide to Customer service coverage, under the terms and conditions of this Agreement.

2. TERM AND TERMINATION

A. This Agreement is effective from the commencement date (shown on the face of this Agreement), and shall remain in force for a term of one year. Thereafter, this Agreement shall be automatically renewed for successive one year period. Either party may terminate this Agreement or withdraw equipment from this Agreement by providing the other party with written notice thirty (30) days in advance of an anniversary date.

3. PLANS AND CHARGES

RFI makes available to Customer the following Plans for Services as outlined below and in Attachments A, B, C & D.

Plan 1 - Full Service Warranty Agreement: This plan provides full replacement warranty for those components listed in Attachment C. Warranty term is for one (1) year and covers both the material and labor twenty-four (24) hours, seven (7) days a week. Additional features include: 1) **Emergency Service:** This provides a four (4) hour response (24 hours - 7 days a week) for all emergency service calls. 2) **Preferred Labor Rate:** Twenty percent (20%) discount off RFI's established standard labor rates for service labor outside of this scope. 3) **Direct Access to Service Department:** Twenty-four (24) hour access for requesting service calls via an "800" phone number. 4) **Rapid Response:** Calls received in the A.M. will be responded to the same day in the P.M.; calls received in the P.M. will be responded to the next day in the A.M. 5) **Priority Status:** This ensures priority with respect to scheduling of technicians for service calls. 6) **Enrollment in RFI Service Plus Program:** This program utilizes a networked database which provides site specific system configuration and detailed service history. 7) **Emergency Telephone Support:** Customer service/technical support provided 24 hours, seven (7) days a week. 8) **Documentation and Software Upgrades:** One (1) year of manufacturer's technical support and software upgrades for the system software.

4. PRICE CHANGE

For any prices quoted to Customer under this Agreement, RFI reserves the right to modify the prices any time after this Agreement has been in effect for a period of three (3) years and upon ninety (90) days prior with written notice to Customer. Any type of equipment or service not covered by this Agreement may be added to this Agreement at RFI's then current published rates or at such rates as may be mutually agreed upon.

5. TAXES

In addition to the charges due under this Agreement, Customer shall pay or reimburse RFI any taxes or charges resulting from this Agreement, excluding net income taxes, which are levied by a taxing authority based on Customer's ownership or use of the equipment.

6. BREACH OR DEFAULT

- A. If Customer does not promptly pay amount due hereunder, materially breaches this Agreement, becomes insolvent, or makes an assignment for the benefit of creditors, then in addition to damages or any other remedies provided by law:
 - (1) RFI may refuse to continue servicing the equipment or may furnish service on a C.O.D. "Per-Call" basis at RFI's then Prevailing Time and Materials rate; and
 - (2) Customer shall pay RFI's costs and expenses of collection, including reasonable attorney's fees.
- B. RFI reserves the right to terminate or refuse service when, in RFI's opinion, site conditions represent a hazard to the safety or health of any RFI employee. Customer shall be immediately informed whenever such a condition exists.

7. LIMITATION OF LIABILITY

- A. In no event will RFI be liable for: (i) special, indirect or consequential damages, or (ii) any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with this Agreement or the use or performance of RFI products, whether in an action of contract or tort, including negligence. RFI's liability for injury to Customer personnel shall be limited to direct actual damage caused by RFI. RFI's liability for any failure or delay in performance shall be limited to the monthly maintenance charge associated with any piece of equipment and at no time shall RFI be liable for any failure or delay in performance due in whole or in part to any cause beyond the control of RFI. RFI shall be liable for any loss, damage, or destruction of Customer equipment in its possession except as may be caused by Customer, its customers, or common carrier. Such loss will be limited to the current fair market value of that equipment.
- B. No action, whether in contract or tort including negligence, arising out of or in connection with the performance of services under this Agreement may be brought by either party more than three (3) months after the cause of action accrues except that an action for non-payment may be brought by RFI at any time within the applicable Statute of Limitations time period.

8. EXCLUSIONS

- A. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities including, but not limited to, the failure to provide, or the failure of adequate electrical power, UPS power supplies, air conditioning or humidity control, or such special requirements noted by RFI.
- B. Repair of damage or increase in service time caused by use of the equipment for other than an ordinary use, for which the equipment was engineered and designed.
- C. Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized materials or equipment, or repairs by any unauthorized individuals.
- D. Repair of damage or increase in service time caused by accident, disaster, which shall include, but not limited to, fire, flood, earthquake, water, wind, lightning, and other acts of God; transportation; vandalism; neglect or misuse.
- E. Electrical work, UPS or other power supplies, external to the equipment or accessories furnished by RFI.

- F. Elimination of interference or background noise in the reception of picture, sound, or data, if such interference is present.
- G. Re-programming or reloading of the system and/or the client database for computer-based systems.
- H. Repair or Replacement of locking hardware. Such work will be performed on a time and material basis.

9. GENERAL

- A. This Agreement shall be binding when accepted by RFI, and shall be governed by the laws of the State of California.
- B. This Agreement may not be assigned by either party without the written consent of the other.
- C. RFI may subcontract any or all of the work to be performed by it under this Agreement subject to the prior written approval of Customer, but shall retain responsibility for the work subcontracted.
- D. This Agreement and Attachments (A, B, C & D) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof, and no deviation from these terms and conditions shall be binding unless in writing and signed by the party against whom enforcement is sought.
- E. If equipment has been altered or repaired by others in any way that, in the opinion of RFI, affects the reliability or detracts from the performance of the equipment, or if the equipment has been subject to misuse through negligence or otherwise, RFI shall have the right to terminate this contract in whole or part, and its obligation to provide service hereunder shall terminate accordingly.
- F. Any provision of this contract that may be invalid or illegal in any State shall fall by itself in that State, but shall in no way be held to invalidate any remaining provision otherwise not invalid or illegal. Any provision of this contract that may be unenforceable on a particular state of facts shall remain enforceable in other factual situations to the extent permitted by law.

ATTACHMENT A

Warranty And Service Programs Features and Benefits

SERVICE DESCRIPTION	PLAN 1	PLAN 2	PLAN 3	PLAN 4
Warranty coverage (parts, 12 months)	√	T&M	T&M	T&M
Warranty coverage (labor, 12 months; 8:00 am to 4:30 pm, Monday - Friday)	√	√	√	T&M
Warranty coverage (labor, 12 months; 24 hours / 7 days)	√	√	N/A	N/A
Emergency service (4-hour response, 24 hours / 7 days)	√	√	T&M	T&M
20% discount off Standard Labor Rates	√	√	√	√
Direct access to the Service Dept. through an "800" phone number 24 hours / 7 days	√	√	√	√
Rapid response (8:00 am to 4:30 pm, Monday - Friday, am / pm / response)	√	√	√	√
Priority status for dispatch of technician	√	√	√	√
Enrollment in RFI Service Plus Program - Database profile	√	√	√	√
24-hour customer service telephone support (Emergency)	√	√	T&M	T&M
Documentation & software/firmware upgrades on equipment and system configuration	√	T&M	T&M	T&M

NOTE: RFI's "Time and Materials" rates (as indicated in Attachment B) and terms will apply to any service requested by Customer which falls outside the scope of this Agreement.

ATTACHMENT B
Service Agreement Rates

ANNUAL SERVICE AGREEMENT

Total Charge = \$ _____ per annum*

* Charges based on equipment type and configuration
Note: Allow for a maximum of 3% increase to the contract per year

TIME AND MATERIAL LABOR RATES (With Service Agreement)

	Labor Rate (Per Hour)
Monday - Friday, 8:00 am to 5:00 pm (local time)*	\$95.20
Monday - Friday, 5:01 pm to 7:59 am **	\$123.75
Saturday **	\$160.00
Sunday **	\$160.00
RFI Holidays **	\$160.00

* Service rates do not include trip charges, which are area dependent.
** 2-hour minimum

RFI HOLIDAYS

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas Day

ATTACHMENT C

Covered Equipment Devices

The premise for this Service Agreement is based on original security system installed under RFI job number 34-21-50326 and associated change orders. Also additional security projects at Terminal way, Villanova, Sutro, Centennial Plaza, Rapid stations, 4th street and 6th street facilities since the completion of original project. The equipment associated with the Rapid Station is NOT covered in this service agreement.

- Estimated value of the existing security system is valued at approximately \$2.0 million.
- The proposed service agreement covers security equipment provided and installed by RFI at Terminal way, Villanova, Sutro, Centennial Plaza, 4th street, 6th street yard, Rapid Stations along the Virginia Street and 4th street corridors. This service agreement does not cover items provided by the client (ie. Security server computer and client workstation computers).
- The proposed service agreement includes two (2) preventative maintenance services of the installed security systems and one (1) gate motor and accessories per plan year. Also included in the service agreement is the fee associated with the manufacturer's annual Software Service Agreement (SSA). The manufacturer's SSA allows the client to receive free software upgrades during the plan period for access control system, however the SSA does not include RFI labor and AMAG's Professional Services required to perform the actual upgrades. The labor portion of the upgrade will be billed at actual hours based on published labor rate shown on the attachment "B". RFI will also perform monthly inspections of all Rapid Station CCTV system for proper operations.
- RFI will install the Claris360™ remote system management agent onto existing CCTV system. The Claris360™ agent will allow service technician and the system administrator to evaluate the overall performance of the CCTV system and the Digital Video Recorders, provide recommended Windows OS patches and provide remote support/recommendation as necessary. Note: To take advantage of the Claris360™ agent, we will require an additional outbound network connection.

ATTACHMENT D

This section is used to list any disclosure client might have on the system. Any non-functioning equipment at signing of Service Agreement must be disclosed in this section.

The Service Agreement includes Software Support Agreement with AMAG during the service agreement period.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO


Lee G. Gibson, AICP
Executive Director

SUBJECT: Loomis Armored US, LLC, Armored Car Services – Contract Amendment

RECOMMENDATION

Approve an amendment with Loomis Armored US, LLC to extend the term to June 30, 2024, in an amount not to exceed \$754,586 for the provision of Armored Car Services; authorize the RTC Executive Director to execute the amendment.

SUMMARY

Loomis Armored US, LLC original contract was for a maximum three (3) year term consisting of a single base year, and two (2) one-year option renewal periods with the final renewal period expiring June 30, 2019. Loomis Armored US, LLC provides armored car services for the removal, delivery, counting and deposit of currency from RTC Ticket Vending Machines (TVM’s) and bus fareboxes. Initially, an Invitation for Bid (IFB) was issued; however, through research RTC determined that Loomis Armored US, LLC is the only armored vehicle carrier who is able to fulfill all of the requirements of the IFB. No other local armored car companies provide services for the removal and counting of currency to make bank deposits. Therefore, an amendment is needed to extend the contract term to June 30, 2024.

FISCAL IMPACT

Funding for this item is included in the FY 2020 budget, and there are no additional costs in conjunction with this Agenda item.

PREVIOUS ACTIONS BY BOARD

- March 15, 2019 Approved an amendment to extend the term to June 30, 2019.
- March 16, 2018 Approved option year two (2) of this Agreement.
- August 17, 2017 Approved option year one (1) of this Agreement.
- March 15, 2016 Agreement awarded as a Sole Source

ADDITIONAL BACKGROUND

Loomis Armored US, LLC was the only bidder on the last two solicitations for this service, in which the collection of currency and monetary counting services are required.

Estimated contract cost per fiscal year:

Fiscal Year 2020	\$	145,000
Fiscal Year 2021	\$	147,900
Fiscal Year 2022	\$	150,858
Fiscal Year 2023	\$	153,875
Fiscal Year 2024	\$	156,953

Attachment

AMENDMENT NO. 2
 AGREEMENT BETWEEN
 THE REGIONAL TRANSPORTATION COMMISSION OF
 WASHOE COUNTY
 AND
 LOOMIS ARMORED US, LLC

The Regional Transportation Commission of Washoe County, hereinafter "RTC," and Loomis Armored US, LLC, hereinafter "Consultant," entered into an agreement on April 1, 2016 (the "Agreement"). This amendment is made and entered into on May 15, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend the term; and

WHEREAS, this Amendment 2 extends the current term ending on June 30, 2019 to June 30, 2024.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as that the compensation per \$1,000 deposited will be as follows:

*Fiscal Year	Rate per/\$ 1000 Deposited	Projected Not to Exceed Amount by Fiscal Year
Fiscal Year 2020	\$33.00	\$ 145,000
Fiscal Year 2021	\$33.66	\$ 147,900
Fiscal Year 2022	\$34.33	\$ 150,858
Fiscal Year 2023	\$35.02	\$ 153,875
Fiscal Year 2024	\$35.72	\$ 156,953
5- year total		\$ 754,586
*Fiscal year is defined as July 1 through June 30.		

All other terms and conditions that are not hereby amended shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

APPROVED AS TO LEGALITY AND FORM:

Dale E. Ferguson, RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By Lee G. Gibson, AICP, Executive Director

LOOMIS ARMORED US, LLC.

By Andy Del Soldato, Branch Manager



May 20, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Scott Miklos
 Trip Reduction Analyst


 Lee G. Gibson, AICP
 Executive Director

SUBJECT: RTC Vanpool Contractor Agreement Amendment No. 3

RECOMMENDATION

Approve Amendment No. 3 to the RTC Vanpool Agreement with Enterprise for their final one-year option; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The original RTC Vanpool Agreement was awarded to vRide in June of 2015 for three years with two, one-year options. In September 2015, the parties agreed to change the RTC subsidy amount in the original contract (40% of the lease rate of each vehicle) to a fixed-rate structure. Under the fixed-rate structure, RTC provides \$400 for vanpools traveling up to 3,000 miles per month, \$500 for vanpools traveling between 3,001 to 4,000 miles per month, and \$600 for vanpools traveling over 4,000 miles per month.

In the summer of 2017, vRide was purchased by Enterprise who promptly requested a 24% cost increase for the remaining two option years. After meeting with Enterprise, RTC staff negotiated a reduction in their proposed cost increase to 14%. The revised Price Proposal for the two options was approved by the RTC Board in May 2018.

Enterprise has done a great job increasing the vanpool fleet from 144 to 171 in the last year. Enterprise added an additional marketing person and all-wheel drive vehicles to the vanpool fleet. RTC and Enterprise believe we can increase the fleet to 200 vanpools in FY 2020.

FISCAL IMPACT

Funds for the vanpool agreement are included in the draft FY 2020 RTC Budget.

PREVIOUS ACTIONS BY BOARD

May 18, 2018 Approved an amendment to the RTC Vanpool Contractor Agreement increasing the pricing for the two (2) option years and approved the first of two, one-year agreement options, extending the agreement for the term of June 1, 2018 to May 31, 2019; authorized the RTC Executive Director to execute the amendment.

Attachment

AMENDMENT NO. 3
RTC VANPOOL AGREEMENT

The Regional Transportation Commission of Washoe County ("RTC") and Enterprise Leasing Company – West, LLC, formally vRide, Inc. ("Contractor") entered into the RTC Vanpool Contractor Agreement on May 20, 2015 (the "Agreement"). The Agreement was previously amended by Amendment No. 1 dated December 2, 2016, and Amendment No. 2 dated May 31, 2018. This Amendment No. 3 is dated and effective as of June 1, 2019.

WITNESSETH:

WHEREAS, the parties entered into the Agreement for the purpose of having Contractor provide services in connection with the administration of RTC's vanpool program, in exchange for payments by vanpool participants and a monthly subsidy to be provided by RTC;

WHEREAS, pursuant to Section 1 of the Agreement, RTC reserved its rights to change or eliminate the monthly subsidy at its discretion; and

WHEREAS, on September 18, 2015, the RTC Board approved changing the RTC monthly subsidy for the vanpool program from 40% of the lease price to fixed rates of (i) \$400 for vanpools travelling up to 3,000 miles per month; (ii) \$500 for vanpools traveling between 3,001 to 4,000 miles per month; and (iii) \$600 for vanpools traveling over 4,000 miles per month; and

WHEREAS, the term of the Agreement was originally set to expire on May 31, 2018, but RTC has discretion to extend the Agreement for up to two (2) additional one year terms; and

WHEREAS, in Amendment No. 2 the parties agreed to increase the costs to vanpool participants for Option Year 1 and Option Year 2; and

WHEREAS, Amendment No. 2 recited that RTC had exercised its right to extend the Agreement for Option Year 1; and

WHEREAS, the parties have determined that there is a need to specify an overall not-to-exceed amount of subsidy to be provided by RTC for Option Year 2.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. The price proposal for Option Year 2 is shown in Amendment No. 2.
2. The monthly subsidy to be provided by RTC during Option Year 2 shall be the rates agreed to by the RTC Board on September 18, 2015.

2. The total not-to-exceed amount to be paid to Contractor by RTC as subsidy for the vanpool program for Option Year 2 shall not exceed \$957,000.
2. Contractor will work with RTC's Trip Reduction Analyst to track subsidy usage per month and overall and develop projections to ensure that the total subsidy usage is projected to be less than the annual not-to-exceed amount.
3. If projections show that the total subsidy usage is projected to be more than the annual not-to-exceed amount, Contractor will not offer any subsidy to new vanpool participants. If necessary, as determined in consultation with RTC's Trip Reduction Analyst, Contractor will eliminate subsidy for existing vanpool participants in order of most recent lease date until the total subsidy usage is projected to be less than the annual not-to-exceed amount.
4. The parties acknowledge that RTC hereby exercises its right to extend the Agreement for Option Year 2.
5. That except as amended herein, all of the remaining provisions of the Agreement, as previously amended, shall remain in full force and effect.

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


Approved as to Legality and Form:

Dale E. Ferguson, RTC Chief Counsel

Regional Transportation Commission of Washoe
County

By _____
Lee G. Gibson, AICP, Executive Director

Enterprise Leasing Company – West, LLC

By 
Howard Puterman, Vice President/General
Manager/Vice President of Government Relations



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Director of Engineering



Lee G. Gibson, AICP
Executive Director

SUBJECT: Lemmon Drive Project Procurement

RECOMMENDATION

Authorize the procurement of Engineering Professional Services for the Design of the Lemmon Drive Project.

SUMMARY

The RTC is now ready to proceed with preliminary and project delivery options for this project. The Regional Transportation Plan (RTP) currently defines the Lemmon Drive Project as a capacity project that falls within the first five years of the 2040 RTP. The project is currently in the Capital Improvement Plan (CIP) and the Transportation Improvement Program (TIP). The RTC Board approved the FY 2020 Program of Projects that included Lemmon Drive. The RTP describes the overall Lemmon Drive Project as two distinct segments slated for improvements, but also defines the design work to be conducted between years 2017-2021 and the construction to occur between years 2022-2026. Preliminary engineering is required to examine alternatives, develop a preferred alternative to 30%, evaluate construction cost and schedule, and recommend a project delivery method including the possibility of acting as Program Manager for design build concept.

The procurement will begin the process of a qualification-based selection to select a Service Provider to perform Engineering services to develop the design for the Lemmon Drive Project.

FISCAL IMPACT

Appropriations are included in the FY 20 Budget and FY 20 Program of Projects.

PREVIOUS ACTIONS BY BOARD

April 19, 2019 Received an update on the project.

ADDITIONAL BACKGROUND

Improvements proposed for the first segment include widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes. Improvements proposed for the second segment include widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. The RTP estimates the total cost of the improvements to be \$15.3 million.

At this time, it is not believed that the Lemmon Drive Project would require substantial National Environmental Policy Act (NEPA) documentation. RTC plans to follow federal requirements for the project so that federal funding options can remain open.

At this time the project will include the following work items:

Surveying: Provide project mapping necessary to support the design including locations of salient features vertically and horizontally.

Design: Two segments to 30% for road section from 4 to 6 lanes and 2 to 4 lanes. Prepare plans, specifications and permits so that solicitation documents can be prepared for a design build delivery method if it is the preferred method of delivery.

Drainage: Provide design impacts that widening and raising the profile elevation of the road are mitigated and meet County and City of Reno Standards.

Geotechnical: Gather existing information regarding previous work in the project area to design section alternatives and prepare a report for further investigation that would be required for final design effort.

Plan Development: Prepare 30% design plans, construction estimate, specifications, and schedule to complete the project through to construction.

Right of Way/Utilities: Perform right of way surveying and mapping and develop property descriptions to support the acquisition of right of way and easements.

Public Outreach: Prepare materials and displays to support public information, stakeholder, Commission or Council meetings and briefings or any other meetings required to communicate the project or gain approvals of permits. Support the RTC's Project Manager and Public Information Officer to coordinate and communicate with private/public entities and stakeholders as necessary.

Project Management: Provide effective collaborative project management that will deliver the project within established schedules and budgets. Develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project. Conduct a cost and risk assessment workshop including a value engineering session and perform continuous risk assessment and evaluation techniques. Integrate the RTC's Project Manager into the Project Management Plan and perform a Value Engineering analysis for the project.

Consultant proposals will be evaluated on past performance including acting as a Program Manager for a design build contract. Additional criteria for evaluations will include project approach, knowledge of the project area including design challenges. Finally, the proposed project team will be evaluated for experience and knowledge with similar projects.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.



May 20, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: David Carr
Public Transportation and
Operations



Lee G. Gibson, AICP
Executive Director

SUBJECT: Request for Proposal for the provision of Heating, Ventilation and Air Conditioning (HVAC) maintenance and repairs for RTC facilities.

RECOMMENDATION

Approve the Request for Proposal (RFP) for the provision of HVAC maintenance and repair services for RTC facilities.

SUMMARY

If approved by the Commission, a Request for Proposal (RFP) will be issued in May. The solicitation is for a maximum five-year agreement, consisting of a two-year base contract with up to three one-year options. A mandatory pre-proposal meeting will be held on June 5, 2019. The RFP submission deadline will be July 2, 2019.

A three person proposal evaluation team consisting of three RTC employees will review and rank the proposals. The proposals are to be evaluated based on the criteria set forth in the RFP:

- 40 points for technical
- 40 points for pricing
- 20 points for references

A recommendation for award will be brought to the Commission for approval in July.

FISCAL IMPACT

The FY 2020 Budget contains \$125,000 for HVAC repairs and maintenance. The RFP requested proposals for a two-year initial contract and three one-year options.

PREVIOUS BOARD ACTIONS

There have been no previous Board actions of direction on this item.

Attachment

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA

Request for Proposals

RTC 19-21

Instructions for Submitting a Proposal to Provide

HVAC Preventative Maintenance Services

Due: July 2, 2019
No later than 2:00 p.m.



Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
Tel: 775.332.2174
Fax: 775.348.3228

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGE</u>
Section I - Overview	3
Section II - Minimum Qualifications	3
Section III - Procurement Schedule	5
Section IV - Proposals Instructions	5
Section V - Evaluation Factors	6
Section VI - Submittal Instructions	6
Section VII - Confidential Information, Trade Secrets and/or Proprietary Information	7
Section VIII - Rules of Contact	7
Section IX - Questions	7
Section X – Evaluation Process	8
Section XI - Negotiation of Agreement	8
Section XII - Protest Procedure	8

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.ebidexchange.com/rtc:

1. Form Contract, including indemnification and insurance requirements

SECTION I – OVERVIEW

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Proposals to develop a 2 year Maintenance Agreement with fixed price for scheduled preventative maintenance and price per hour rate and parts/materials price discount for regular and emergency services with 3 one-year contract extension options. An option for negotiated price increase may be requested each option year, tied to the Producer Price Index (Final Demand Services), West Region or a maximum of 3% whichever is less.

Firms are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to cancel this RFP at any time if in the best interests of the RTC.

SECTION II - MINIMUM QUALIFICATIONS

A. Nevada Business License.

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before a contract can be executed, the successful firm will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity's Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

B. NATE Certification

NATE Certification is required. No Technician will come on RTC property until the Successful Proposer shows that this individual has been trained to meet all necessary qualifications for NATE Certification. The RTC further states that every effort will be made by the Proposer to maintain the same individual on the project to provide service as seamless as possible. The RTC further understands that this may not be possible so cross training of one or more additional individuals will be one of the Proposal criteria

Several of the units on the RTC properties are manufactured by Carrier Corporation. A requirement prior to working on any Carrier equipment is that the firm has the qualifications to meet and maintain the standards for Carrier Commercial units. To be considered Responsive and Responsible, qualified technicians will have a minimum of two years working under NATE Certification as well as EPA and OSHA Certification.

C. EPA Certification-Section 608

Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:

- Require service practices that maximize recovery and recycling of ozone-depleting substances (both chlorofluorocarbons [CFCs] and hydro chlorofluorocarbons [HCFCs] and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
- Set certification requirements for refrigerant recycling and recovery equipment, technicians, and refrigerant re-claimers.
- Restrict the sale of refrigerant to certified technicians.

- Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired refrigerant recovery and/or recycling equipment and are complying with the requirements of the rule.
- Require the repair of substantial leaks in air-conditioning and refrigeration equipment with a refrigerant charge greater than 50 pounds.
- Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).

The Prohibition on Venting

Effective July 1, 1992, Section 608 of the Act prohibits individuals from intentionally venting ozone-depleting substances used as refrigerants (generally CFCs and HCFCs) into the atmosphere while maintaining, servicing, repairing, or disposing of air-conditioning or refrigeration equipment (appliances). Only four types of releases are permitted under the prohibition:

1. "De minimis" quantities of refrigerant released in the course of making good faith attempts to recapture and recycle or safely dispose of refrigerant.
2. Refrigerants emitted in the course of normal operation of air-conditioning and refrigeration equipment (as opposed to during the maintenance, servicing, repair, or disposal of this equipment) such as from mechanical purging and leaks. However, EPA requires the repair of leaks above a certain size in large equipment (see Refrigerant Leaks).
3. Releases of CFCs or HCFCs that are not used as refrigerants. For instance, mixtures of nitrogen and R-22 that are used as holding charges or as leak test, gases may be released.
4. Small releases of refrigerant that result from purging hoses or from connecting or disconnecting hoses to charge or service appliances will not be considered violations of the prohibition on venting. However, recovery and recycling equipment manufactured after November 15, 1993, must be equipped with low-loss fittings.

The Professional Responsibilities of HVAC Technicians

In order to effectively handle refrigerants, the HVAC technician must be able to ensure that the following operations are conducted properly during the course of his or her duties:

- Purging (removing the refrigerants from) an air conditioning unit must be performed with proper recovery equipment and training, rather than allowing the chemicals to disperse into the air.
- The disposal of unusable chemicals, due to contamination or other factors, can only be conducted at properly licensed recycling and disposal centers.
- Equipment must be maintained in such a way as to reduce the incidental release of ozone destroying chemicals during the process of installing, charging and maintaining HVAC systems.
- Finally, while the incidental release of small quantities of materials during maintenance or repair is allowable, the EPA has mandated that technicians should make good faith attempts to reduce the amount of lost material.

By obtaining an EPA certificate in the handling of these chemicals, the HVAC technician demonstrates that he or she can effectively conform to the various EPA and state regulations regarding the proper processing, handling, and disposal of ozone destroying refrigerants.

D. OSHA Certification

The Responsive Proposer will supply Certified Technicians that meet all requirements and, be OSHA-10 certified at a minimum. The RTC will accept OSHA-30 as well. The Successful Proposer will provide workers that use protective gear, tie downs on ladders and additional standards as required per all OSHA Requirements and, will provide a safe work environment.

SECTION III – PROCUREMENT SCHEDULE

Task	Date
RTC Advertises RFP	May 23, 2019
Pre-Proposal Meeting	June 5, 2019
Questions Due	June 11, 2019
RTC Responds to Questions by Addendum	June 13, 2019
Proposals Due	July 2, 2019
Contract Executed	August 2019

The RTC reserves the right to issue addenda to this RFP prior to the due date for Proposals of qualification and may extend the due date by addendum if necessary. Firms are responsible for checking for any addenda at www.ebidexchange.com/rtc.

SECTION IV – PROPOSAL INSTRUCTIONS

RTC requests that interested firms provide a Proposal ("Proposal") in response to this RFP. The Proposals must include the following sections with a page divider between each section:

1. The Proposals must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½" x 11" pages. The cover letter must include the firm's contact information including name of the firm, name of a contact person, mailing address, telephone number, and email address.
2. The Proposals must respond to each of the Four Areas addressed in the Exhibit A – Scope of Service.
3. Firms must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP Conditions, RTC 19-21." If an objection is stated, the firm must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the firm agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSALS AS NON-RESPONSIVE.
4. Firms must specify any objections to the terms and conditions in the Form Contract available at www.ebidexchange.com/rtc. Any objections should be stated on a separate attachment titled "Objections to Form Contract, RTC 19-21." If an objection is stated, the firm must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the firm agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE STATEMENT AS NON-RESPONSIVE.

5. The Proposal must include an appendix with the following:
 - a. A copy of proposer's financial Statements (including balance sheet and income Statements) for the last two (2) years. If proposer is a wholly owned subsidiary of a parent company, it must also submit the financial Proposals of its parent company for the same two (2) years. The financial Proposals must set forth the financial status of the entity or business unit that will actually perform the work.
 - b. Signed acknowledgment form(s) for each addendum (if applicable)

Failure to meet the above stated requirements and limitations may result in a Proposals being deemed non-responsive in the RTC's discretion.

SECTION V – EVALUATION FACTORS

An Evaluation Committee will review proposals based on the criteria outlined below. The Committee will conduct the review and selection of proposals. The Committee will select the Proposal that best meets the needs of the RTC and the competitive selection criteria listed in the Proposal. Membership of the Selection Committee is comprised of representatives from the RTC. Proposals will be reviewed and evaluated in accordance with the criteria and procedures described in this section. Responses will not be publicly opened. All responses, evaluations, and the names of Selection Team members are confidential information, and will not be released for any reason unless the RTC is compelled to do so by judicial review. The RTC reserves the right to request Proposers provide missing information, make corrections, or provide clarification.

The RTC shall evaluate all proposals and based on the ratings of each proposal against the Technical, References and Pricing evaluation criteria, the Project Manager may establish a Competitive Range comprised of all of the most highly rated proposals. The RTC will then request Interviews from those that fit within the Competitive Range. Interviews will be held at the discretion of the RTC – Washoe County.

Technical-40 Points

Pricing – 40 Points

References-20 Points

Total is equal to 100 Points maximum.

SECTION VI – SUBMITTAL INSTRUCTIONS

Firms must submit one (1) original copy of the Proposals, including the appendix. Firms must submit one (1) memory stick/flash drive with a copy of just the appendix (i.e., only include financial Proposal and acknowledgement form(s) for each addendum). Firms must submit another three (3)-memory sticks/flash drives containing a copy of the Proposals on each (with the exception of the appendix, which does not need to be included). Firms must also submit ONE (1) additional bound copy of the Proposals and all attachments.

Proposal must be submitted in a sealed envelope or box plainly marked "RTC 19-21 – HVAC Preventative Maintenance Services for the Regional Transportation Commission" with the name and return address of the firm.

The sealed envelope or box must be submitted to the attention of:

Evan Speight
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502

Proposal must be received by the RTC no later than **July 2, 2019 at 2:00 p.m.** Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the RTC, in its sole discretion.

Firms will be solely responsible for the timely delivery of proposals. No responsibility will attach to the RTC, or any official or employee thereof, for failure to open an envelope not properly addressed and identified. Faxed and/or e-mailed Proposal are not allowed and will not be considered.

SECTION VII – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR PROPRIETARY INFORMATION

All materials submitted become the property of the RTC and will not be returned. The RTC's selection or rejection of a Proposals does not affect this right. The master copy of each Proposals shall be retained for official files and will become public record after execution of a contract. The RTC shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

Confidential information, trade secrets, and/or proprietary information must be marked as such in the Proposals. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the firm. The firm must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The firm will not be allowed to alter the Proposals after the date and time set for receipt of proposals shown above. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Any information submitted pursuant to the above procedure will be used by the RTC only for the purposes of evaluating proposals and conducting negotiations.

If a lawsuit or other court action is initiated to obtain proprietary information, a firm who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information, at its own cost. Failure to do so shall be deemed firm's consent to the disclosure of the information by the RTC, firm's waiver of claims for wrongful disclosure by RTC, and firm's covenant not to sue RTC for such a disclosure.

Firm also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

SECTION VIII - RULES OF CONTACT

Firms shall **only** correspond with the RTC regarding this RFP through the RTC's designated representative. The designated representative's contact information is:

Evan Speight
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502

Firms shall not contact the RTC's employees, including RTC heads, members of the review committee and/or any official who will participate in the selection and award process, except through the process specified herein. Any communications determined to be improper may result in disqualification at the discretion of the RTC. Information regarding the RFP will be disseminated by the RTC on www.ebidexchange.com/rtc. The RTC will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in disqualification.

SECTION IX - QUESTIONS

Any and all questions raised by firms must be posted to www.ebidexchange.com/rtc by **June 11, 2019**. All requests must be accompanied by a corresponding reference to **"RTC 19-21 – HVAC Preventative Maintenance Services for the Regional Transportation Commission."**

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or before **June 13, 2019** on www.ebidexchange.com/rtc. Only requests submitted through www.ebidexchange.com/rtc will be considered.

SECTION X – EVALAUTION PROCESS

RTC will review all Proposal that address the key four areas detailed in Exhibit A – Scope of Service and determine the most qualified and responsive Proposer from those received.

RTC will establish an evaluation committee that may include other state and local government personnel. The evaluation committee will review, evaluate and score the proposals based on the firm's qualifications, as demonstrated by the information contained within the proposal.

SECTION XI – NEGOTIATION OF AGREEMENT

Following the award of the project, RTC will enter into negotiations with the selected firm to conclude an agreement for the desired scope of services. The standard terms and conditions, including indemnification and insurance requirements, are those in the Form Contract available at www.ebidexchange.com/rtc. The agreement negotiations will include the precise definition of the scope of service to be provided, the schedule for performance period, and compensation. If an agreement cannot be negotiated successfully with the selected firm, RTC may terminate negotiations and assign the project to another firm on the qualified list. Negotiated agreements, if any, will be subject to approval by the RTC Board of Commissioners.

SECTION XII – PROTEST PROCEDURE

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

Exhibit A

General Scope of Work

ALL SITES

The Contractor shall provide all labor, equipment and materials to perform the work tasks outlined on **Preventative Maintenance** Schedule at the RTC locations specified. The Contractor shall perform the work at the specified frequencies and within the indicated work hours for the duration of the contract in accordance with generally accepted industry standards. The work hours can be changed by RTC with written direction.

Contractor shall coordinate service, 48 hours prior to commencing work at any of the sites. An initial schedule shall be submitted by the successful contractor and approved by the RTC at the time the contract is approved. Contractor shall notify the Project Manager after work is completed at each location.

The (RTC) Procuring Agency shall have the option to purchase additional services at the rate quoted in the Bid.

Additional services include, but are not limited to: regular repairs and call back for emergency service during day, evening and week-end hours.

Contractor shall be responsible for all permits and/or licenses necessary to perform HVAC PM Services.

Times of Service

The Contractor shall perform HVAC services during the week (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. excluding the following holidays:

New Year's Day, Independence Day, Thanksgiving, and the day after Thanksgiving, Christmas.

Exception: Emergency service calls

Emergency Service Calls

The Contractor shall provide a telephone number to receive emergency service calls 24/7. Contractor shall respond within 1 hour of call and provide an onsite service response within 4 hours.

Supplies

The contractor is responsible for supplying all necessary materials including, but not limited to: filters, media, evaporative cooler pads, water conditioning agents, belts, oil, grease, cleaning agents, normal wear items of HVAC units. **It shall be the Contractor's responsibility to submit required MSDS to the Facilities Manager before bringing any materials and supplies onto any RTC site.**

All filters shall meet or exceed OEM specification and contractor shall provide verification documentation upon request.

Filters shall be new, unused and where applicable shall be a single filter. Filters that are cut and taped or otherwise combined with other parts or pieces of filters shall not be acceptable.

Equipment

All equipment shall be new, unused and equal or greater in performance to OEM standards for the equipment being replaced.

RTC requires that the contractor provide optional pricing and offer equipment that is more energy efficient whenever such products are available. It will be at the RTC's discretion to select a replacement unit that meets current efficiency standards or is available in a more efficient model.

Maintenance Schedule

The Maintenance schedule set forth below is a general guideline for the Preventative Maintenance Schedule. The Operation and Maintenance Manual for each piece of equipment is the main source. The information for all equipment is located on the RTC properties.

Note: Certain equipment requires more frequent filter changes than the O & M Manual suggests and those are noted in this scope of work.

Note: All filters are to be initialed and dated (MM/DD/YR) by technician when installed. All belts shall have sticker or label posted on door where the belt is located and note the date it was changed

Note: All filters are to be initialed and dated by technician when installed

Equipment to be serviced at all locations (specific location listed on each site)

Boilers (4) three in-line *Slant Fin Galaxy* one *Knight*

Circulation Pumps and motors (10): (6) constant speed and (4) variable speed

Cooling Towers-Mechanical/Electrical (2) (**Excludes** chemical additives and cleaning)

Console Water source heat pumps (4) *Trane*

Generator- intake air filter change – 4th St Station Only

Electric Unit Heaters (7)

ERV (Energy Recovery Ventilator) (3)

Evaporative coolers (3)

Exhaust Fans (2)

Reznor heaters, gas fired (7)

Heat Exchanger (2) (Cooling Tower)

Heat Pumps and Condensers (97) various brands

Liebert Climate System (IT server rooms) (2)

MAU (make up Air unit w/ heat wheel) (1) *Greenheck*

Make up Air unit (1)

Packaged units-Rooftop (19)

Ventilators (13)

Supplemental Cooling (3) - (1) unit in the 2nd floor IT room Victorian (2) Sutro IT Room

SPECIFIED ADDRESS OF EQUIPMENT

2050 Villanova Drive, Reno, NV 89512

Administration building-northern most building on site:

Heat Pumps (2)-Located in IT room – one condenser on roof, one outside IT Room
Liebert (IT room climate system)

Note: all Filters-Merv 8

600 Sutro Street, Reno NV 89512

Facility Maintenance Shop:

1 Package Unit
1 Swamp Cooler
3 Reznor Style Shop Heaters

1105 Terminal Way, Reno, NV 89512

Throughout office areas

Console Water Source Heat Pumps (4) east and west stairwells
Electric heater, emergency stairwell
Heat pumps (58)-Located in the plenum of floors 1, 2 and 3
Liebert climate system (second floor IT server room)

4th Floor Mechanical Room

Boilers (3) (Slant-Fin)
Circulation Pumps and motors (4): 2-constant speed and 2-variable speed
Electric Heater
Heat Exchanger (Cooling Tower)

Roof

Cooling Tower
Exhaust Fan
Make up fresh air unit

Note: all Filters-Merv 8 (to be initialed and dated by technician when installed)

1421 Victorian Avenue, Sparks, NV 89521 (Centennial Plaza)

Main Building

Exhaust Ventilator (2) main building roof, belt driven

*Replace belts annually

Heat Pumps (21)-Located on floors 1 and 2

Supplemental Cooling (1) unit in the 2nd floor IT room -Mitsubishi

All baseboard heaters

Mechanical room-Main Building

MAU 1 (Make up Air Unit) with Heat Wheel

Pumps and motors, variable speed (2)

Maintenance Building

Electric heater

Exhaust Ventilator/ Fan Cooling System-direct drive

Generator room

Electric heater

Note: all Filters-Merv 11 (to be initialed and dated by technician when installed)

200 East 4th Street, (4th Street Station)

North building

Heat pumps (6)

North Building Mezzanine

Boiler

Circulation pumps and motors, constant speed (4)

Electric Heater

North Building, roof

Cooling Tower

ERV

Exhaust Fan-Sidewall

Heat Exchanger (Cooling Tower)

Roof top package Units (2)

South Building

Heat pumps (5)

South Building Roof

ERV (2)

Roof top package Units (2)-serviced monthly

Electric Heaters (2) – Two Baseboard heaters each in Security area and in Supervisor’s office.

Generator intake air filter change- Quarterly Filter Change Only

Note: all Filters-Merv 11 (to be initialed and dated by technician when installed)

MAINTENANCE SCHEDULE

BOILERS-Terminal (Slant Fin/Galaxy)

Monthly

- Boiler housing surface-clean off any coating found
- Check contacts and settings
- Check piping and accessories for leaks
- Check air vents

Water system, check:

- System to be full and pressure is stable
- Water lines-any small leak corrected
- Low water cutoff

Annual

- Check for gas leaks from valve and gas piping to burners and pilot

BOILERS-4th Street Station (Knight)

Monthly

- Boiler housing surface- clean off any coating found
- Check contacts and settings
- Check piping and accessories for leaks
- Check air vents

Water system, check:

- System to be full and pressure is stable
- Water lines-any small leak corrected

Annual

- Check for gas leaks from valve and gas piping to burners and pilot

CIRCULATION PUMPS

Quarterly

- Inspect for leaks and loose or damaged components
- Inspect for excessive vibration
- Replace filters on loop system (when necessary)
- Check for proper operation

COOLING TOWERS-Terminal & 4th Street

Note: Cooling tower cleaning, chemicals and loop chemicals are **NOT** part of this proposal

Monthly

- Inspect general condition of tower, check for unusual noise or vibration
- Inspect support structure for cracks and corrosion
- Check for any leaks
- Check water level in basin and adjust if necessary
- Check operation of make-up valve
- Check and adjust bleed rate
- Check fan belt tension and condition, adjust/replace as necessary

Quarterly

- Inspect cold and hot water basins and spray nozzles
- Adjust fan belt tension
- Lubricate fan shaft bearing
- Lubricate motor base adjusting screw
- Check motor voltage and current
- Check general condition of fan, and uniform pitch
- Check Cooling tower heater units
- Check operation of heating unit (crucial in fall and winter)

Semi Annual

- Lubricate remote fan and motor zerks

Annual

- Check fan drive alignment

Every 3 years-(start 2019)

- Clean heat Exchangers

CONSOLE WATER SOURCE HEAT PUMPS-Terminal Way Stairwells

Quarterly

Replace filters

Annual

- Check contactors and relays within the control panel
- Check tightness of wiring connections
- Clean coils of debris

ELECTRIC UNIT HEATERS

Annual

- Clean (blow out dust/dirt in and around unit)
- Check mounting bolts
- Check thermostat for proper operation

ERV - 4th Street

Monthly

- Change filters

Quarterly

- Apply lubrication where required
- Check dampers for unobstructed operation
- Check fan belt for wear, tension and alignment (repair/replace if necessary)
- Check motor for cleanliness
- Check blower wheel and fasteners for cleanliness, tightness, fatigue or wear
- Check bearings for cleanliness, lubricate as necessary
- Clean dust and debris from inside and outside of unit
- Check set screws for tightness
- Clean external Mesh filter
- Check that door seals are intact and pliable
- Check recovery wheel for cleanliness and clean if required
- Check belts, pulleys, bearings and motor (repair/adjust/tighten if necessary)

EVAPORATIVE COOLERS, Sutro - Facilities Maintenance Building

Semi Annual (April-startup)

- Replace pads (new media that is equivalent to current media)
- Clean water reservoir, scrape to remove loose deposits and remove all debris
- Clean and rinse drain tube
- Check water supply tubing, repair if necessary
- Clean and check water pump, test for free movement of impeller
- Check Belts (replace if necessary) oil bearings, if applicable
- Fill cooler, test and adjust float
- Check for leaks
- Add odor control agent
- Turn on cooler and check for proper operation, airflow, and thermostat function

Semi Annual (October-shutdown)

- Drain all water from pump, tank, tubes and/or pipes
- Turn off feed valve, blow out water in lines
- Clean tank, pump and filter
- Filter media, if good enough for next season should be cleaned
- Reinstall access covers
- Disconnect water and drain unit supply line

On heating portion-one unit, Sutro building B, October

- Inspect blower wheel, clean if necessary
- Inspect flue box, and clean if necessary
- Check for proper burner ignition
- Inspect main burners, adjust if necessary
- Ensure proper operation of thermostats

EXHAUST FANS

Semi annual

- Clean motor surfaces, remove dust build-up
- Check fasteners and mounting bolts
- Check and adjust/change belt (if applicable)
- Check for excessive vibrations
- Replace belts annually

GENERATOR –backup power

Quarterly

- Change inlet air filters (to be initialed and dated by technician when installed)

HEAT PUMPS- Terminal Way, Victorian, 4th Street

Monthly

- Replace filters on **four** heat pump units at **4th Street Station** that need monthly filter changes, 2 north building HPN 7 and HPN 8, and two south building HPS 5 and HPS 6.

On all other units at all facilities:

Quarterly (January/April /July/October)

- Replace Filters (to be initialed and dated by technician when installed)
- Inspect heat exchanger for leaks and clean as necessary
- Check piping and hose connections for leaks

Annual (April)

- Check compressor amperage to ensure the amp draw does not exceed 10% or higher than amperage indicated on the serial plate data
- Check fan motor to ensure proper lubrication

On Condensers

- Check refrigerant pressures and/or levels; make necessary adjustment
- Clean condenser coil fins, and straighten if needed

LIEBERT-Villanova and Terminal Way - Information Technology Server Rooms

Monthly:

Filter

- Filter, replace (merv 8) (to be initialed and dated by technician when installed)
- Check filter switch
- Wipe section clean

Blower

- Check impellers for debris and condition
- Check belt tension and condition

Compressor

- Check for Oil leaks
- Check for any other type of leaks

Air Cooled Condenser

- Clean condenser coil (if needed)
- Tighten motor mounts
- Check bearing condition

Reheat

- Check reheat element operation
- Inspect elements for cleanliness

Infrared Humidifier

- Check pan drain for clogs
- Check humidifier lamps
- Check pan for mineral deposits

Refrigeration Cycle / Section

- Check refrigerant lines
- Check for moisture (sight glass)
- Check for suction Pressure
- Check hot gas bypass valve
- Check thermostatic exp. Valve

Air Distribution

- Check grill for obstruction

Refrigerant Charge

- Check refrigerant level

Quarterly: January / April / July / October

All monthly tasks and:

On all sections mentioned above where applicable:

- Inspect and tighten electrical connections

Control Panel

- Check fuses
- Inspect and tighten electrical connections
- Check operation sequence

Refrigeration Cycle / Section

- Check head pressure
- Check discharge pressure

MAU-with Heat Wheel-Victorian Ave

Monthly

- Change internal Filter (to be initialed and dated by technician when installed)

Quarterly

- Lube fittings
- Check Fan belt tension, condition, and wear (adjust/replace as needed)
- Clean motor housing and Wheel if there is dust or grease buildup
- Inspect fan impeller and housing for fatigue, corrosion and wear
- Check for any excessive vibration
- Clean External aluminum mesh filter
- Check coils, and clean if necessary
- Check UV antimicrobial light

Annual

- All Quarterly tasks and:
- Clean Energy Recovery Wheel

MAKE UP AIR UNIT-Terminal

Monthly

- Replace filters- Merv 8 (to be initialed and dated by technician when installed)
- Check belt tension and check for proper operation

Semi annual

- Monthly service
- Check pulleys, and blower
- Clean blower if necessary
- Lube motor and blower bearings

REZNOR heaters Gas Fired

Quarterly

- Replace filters-Merv 8 (to be initialed and dated by technician when installed)
- Check belt tension and check for proper operation

Semi annual

- Inspect blower wheel and flue box, clean if necessary
- Check for proper burner ignition
- Inspect main burners-clean and adjust if needed
- Check dampers for proper opening
- Ensure proper operation of thermostats

ROOFTOP PACKAGE UNITS 4th Street

Monthly, 4th Street Station only:

- Change Filters (to be initialed and dated by technician when installed)

Quarterly Package Rooftop units (ALL): January / April / July / October:

- Return air filter replacement
- Clean outdoor hood inlet filter
- Check belt condition, replace belt as needed
- Check belt tension, re-tension as needed
- Check pulley alignment, adjust if needed
- Check fan shaft bearing locking collar tightness
- Check condenser coil cleanliness
- Check condenser drain

Semi Annual – April / October

Air Conditioning (April)

- Check Condenser fan motor mounting bolt tightness
- Check compressor mounting bolts
- Check condenser blade positioning
- Clean control box and check wire condition
- Check tightness of wire terminal
- Check refrigerant charge level
- Clean evaporator coil
- Check voltage of evaporator blower motor

Heating (October)

- Clean heat exchanger flu passageways
- Check burner condition
- Check gas manifold pressure
- Check heating temperature rise

Economizer (April / October)

- Check and clean inlet filter
- Check damper travel
- Check gear and dampers for debris and dirt

SUPPLIMENTAL COOLING- Victorian

Quarterly

- Clean filters
- Inspect drain line for proper drainage
- Check outdoor coils, clean if necessary

Annual

- Check fan of unit for lubrication
- Check connections
- Check refrigeration lines for leaks

THERMOSTATS

- Semi-Annual
- Check proper operations

VENTILATORS**Semiannual- April, October**

- Check all fasteners for tightness
- Clean motor and housing
- Check belt for wear and correct tension, replace/adjust if necessary (for ventilators that are not direct drive)
- Grease and/or lube fittings on units (if applicable)

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Judy L. Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement for Reimbursement Related to the Reno Consolidated 19-01, 19-02 and 19-03 Projects

RECOMMENDATION

Approve the Interlocal Cooperative Agreement (ICA) with the City of Reno for construction of improvements to be included in various road rehabilitation projects scheduled for construction in 2019; authorize the Executive Director to execute the agreement.

SUMMARY

Authorization for the Executive Director to execute the ICA (see Attachment A) will allow the RTC to include construction of specific sidewalk and driveway replacements as requested by the City of Reno. In addition, it will establish that the City of Reno will reimburse the RTC in accordance with the agreement for costs associated with these improvements.

FISCAL IMPACT

The estimated reimbursable amount for the improvements requested by the City of Reno on three (3) Reno Consolidated Projects is \$560,991.

PREVIOUS ACTIONS BY BOARD

October 22, 2018 Approved Professional Services Agreement (PSA) with Eastern Sierra Engineering, to provide design and engineering during construction services for the Reno Consolidated 19-03 Project.

September 21, 2018 Approved Professional Services Agreement (PSA) with CA Group, Inc. to provide design and engineering during construction services for the Reno Consolidated 19-01 Project.

September 21, 2018 Approved Professional Services Agreement (PSA) with Wood
Rodgers, Inc. to provide design and engineering during construction
services for the Reno Consolidated 19-02 Project.

June 15, 2018 Approved the FY 2019 Program of Projects

ADDITIONAL BACKGROUND

The road rehabilitation projects that the City of Reno has requested specific sidewalk and driveway replacements on are the Reno Consolidated 19-01, Reno Consolidated 19-02, and Reno Consolidated 19-03 Projects. These projects will include removal and replacement of the roadway structural section, mill and fill, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, and other incidentals necessary for the rehabilitation and/or reconstruction of the street segments within the project limits.

The Reno Consolidated 19-01 project limits include the following streets: Sutro Street from the Truckee River Bridge to 4th Street, and from McCarran Boulevard to the northern edge; 1st Street from Center Street to Lake Street; Lake Street bridge over the Truckee River; and, State Street from Virginia Street to Sinclair Street.

The Reno Consolidated 19-02 project limits include the following streets: North Hills Boulevard from Golden Valley Road to Buck Drive and the intersection of Hunter Lake Drive at Foster Drive.

The Reno Consolidated 19-03 project limits include the following streets: Sierra Highlands Drive from NDOT R/W on McCarran Boulevard to Idlebury Way, Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane, Hammill Lane from Kietzke Lane to the eastern terminus, Ralston Street from University Terrace to Eleventh Street, and Ohm Place from Mill Street to 500 feet south.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement is dated and effective as of _____, 2019, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

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

WHEREAS, RTC is undertaking projects which include the rehabilitation / reconstruction of arterial, industrial, and collector roads within the City of Reno. Projects include the following roads: (1) Reno Consolidated 19-01 – Sutro Street (Truckee River Bridge to 4th Street and from McCarran Boulevard to the northern edge), 1st Street (Center Street to Lake Street), Lake Street bridge over the Truckee River to approximately 100 ft. north of the intersection with 1st. St., and State Street (Virginia Street to Sinclair Street); (2) Reno Consolidated 19-02 – North Hills Boulevard (Golden Valley Road to Buck Drive) and the intersection of Hunter Lake Drive at Foster Drive; and (3) Reno Consolidated 19-03 – Sierra Highlands Drive (NDOT R/W on McCarran Boulevard to Idlebury Way), Colbert Drive (Longley Lane to 300 feet northwest of Longley Lane), Hammill Lane (Kietzke Lane to the eastern terminus), Ralston Street (University Terrace to Eleventh Street), and Ohm Place (Mill Street to 500 feet south), (hereinafter collectively called “PROJECTS”); and

WHEREAS, CITY has formed a Special Assessment District for the cost of specific sidewalk repairs or improvements (hereinafter called “IMPROVEMENTS”) that may be assessed to adjacent property owners in accordance with Nevada Revised Statute (NRS) 271, and are included within and/or adjacent to the PROJECTS. The IMPROVEMENTS, as requested by CITY, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, CITY will reimburse RTC the cost of the IMPROVEMENTS as set forth below; and

WHEREAS, the estimated costs are shown in Exhibit A; and

WHEREAS, RTC is willing to incorporate the IMPROVEMENTS into the PROJECTS and cause the improvements to be constructed; and

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

RTC AGREES:

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and PROJECT management of the IMPROVEMENTS. Drawings, details and specifications for the IMPROVEMENTS shall be subject to review and approval by CITY.

2. To prepare solicitation documents for the PROJECT that include the IMPROVEMENTS to be used in a competitive bidding process in accordance with Chapter 338 of Nevada Revised Statutes.

3. To provide CITY, upon determination of the apparent low bidder, the total bid cost of the IMPROVEMENTS.

4. To invoice CITY within 60 days of the completion of the PROJECT, whichever is earlier, for the actual costs of the IMPROVEMENTS not to exceed the maximum reimbursable costs as shown in Exhibit A that have been completed.

CITY AGREES:

1. To provide an initial determination of the IMPROVEMENTS for estimation of the costs of the IMPROVEMENTS.

2. Upon notification from the RTC, to request the utilities having franchise agreements that require relocation, to relocate their facilities prior to award of the project in accordance with the franchise agreement. For utilities that do not address the issue of relocation in the franchise agreement, to require relocation of the subject facilities prior to the award of the project if state law provides authority to do so.

3. To direct all questions or requests pertaining to the IMPROVEMENTS to the RTC Project Manager and designate a representative to assist the RTC Project Manager in the administration of all issues relating to the IMPROVEMENTS.

4. To reimburse the RTC for the actual costs of the IMPROVEMENTS not to exceed the maximum reimbursable costs as shown in Exhibit A.

7. To remit payment within forty-five (45) calendar days following receipt of an invoice from the RTC and, if not timely paid, to pay interest as provided in NRS 99.040.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.

2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

CITY: John Flansberg, P.E.
Public Works Director
City of Reno
P. O. Box 1900
Reno, Nevada 89505
(775) 334-2350

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate

the parties to this Agreement to any entity or person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Lee Gibson, Executive Director

CITY COUNCIL OF RENO, NEVADA

By: _____
Hillary L. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney

EXHIBIT A

Description of IMPROVEMENTS:

1. The removal and replacement of existing Portland Cement Concrete (PCC) sidewalk or driveway apron and underlying type 2 aggregate base in accordance with the drawings and specifications as directed by the CITY.
2. The installation of Portland Cement Concrete (PCC) sidewalk or driveway apron and underlying type 2 aggregate base in accordance with the drawings and specifications as directed by the CITY.

Maximum reimbursable costs:

Reno Consolidated 19-01:

Construction	\$127,864
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Reno Consolidated 19-02:

Construction	\$347,161
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Reno Consolidated 19-03:

Construction	\$85,966
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TOTAL MAXIMUM REIMBURSABLE COST	\$560,991
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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Judy L. Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreements for Reimbursement Related to the Sparks Consolidated 19-01 Project

RECOMMENDATION

Approve the Interlocal Cooperative Agreements with the City of Sparks and the Truckee Meadows Water Authority for work that has been incorporated into the plans and specifications for the Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court and El Rancho Drive Project; authorize the RTC Executive Director to execute the agreements.

SUMMARY

The Regional Transportation Commission (RTC) is finalizing design and preparing to advertise the Sparks Consolidated 19-01 Project. The project limits include the following streets: 15th Street from C Street to Prater Way; Franklin Way from the Union Pacific Rail Road crossing to East Greg Street; Hulda Court and El Rancho from G Street to Oddie Boulevard. The project will include removal and replacement of the roadway structural section, mill and fill, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, and other incidentals necessary for the rehabilitation and/or reconstruction of the street segments within the Project limits.

During design of the project it was determined the condition of sanitary sewer and storm drain infrastructure within the project limits warrant replacement. The new design of sanitary sewer and storm drains created conflicts with a water main. In lieu of delaying the project or having a new infrastructure damaged for later required utility work, the City of Sparks' sanitary sewer and storm drain infrastructure improvements and the Truckee Meadows Water Authority's (TMWA's) water main replacement have been incorporated into the project plans and specifications.

The City of Sparks and TMWA are participating in the project by having RTC construct infrastructure associated with either relocating facilities or constructing betterments or upgrades to existing infrastructure. The City of Sparks will reimburse RTC for the cost of improvements associated with sanitary sewer and storm drain infrastructure. The utility company (TMWA) will

reimburse RTC for the cost of improvements associated with water main replacement. Reimbursable costs include direct bid item construction costs plus any additional amounts of contract change orders.

The agreements require the City of Sparks (see Attachment A) and the utility (see Attachment B) to pay actual costs of their portion of the RTC project. Costs for the improvements are based on Engineer's estimated costs at 100% design. The reimbursement amount included in each agreement includes actual costs and a contingency amount. The estimated cost to be included in reimbursement agreements are as follows:

- City of Sparks - \$230,000
- Truckee Meadows Water Authority - \$92,000

Actual agreement costs may vary slightly depending on amount of contingency. The total reimbursable amount to the RTC for the utility relocations is 13 percent of the total estimated construction cost of the project.

The agreements have been negotiated and developed in cooperation between RTC, City of Sparks, and TMWA with review by legal counsel. The forms of the negotiated agreements are attached hereto.

FISCAL IMPACT

All costs incurred by the RTC related to the above discussed work are individually, fully reimbursable under the terms of utility agreement.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| September 21, 2018 | Approved a Professional Services Agreement (PSA) with CFA, Inc. to provide design and engineering during construction services for the Sparks Consolidated 19-01 Project. |
| June 15, 2018 | Approved the FY 2019 Program of Projects |

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachments

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement, made and entered into this _____ day of _____, 2019, by and between the **CITY of Sparks, Nevada**, (hereinafter called "**CITY**") and the **Regional Transportation Commission**, (hereinafter called "**RTC**").

WITNESSETH:

WHEREAS, agreements between **RTC** and public entities are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, **RTC** is undertaking a project, referred to as Sparks Consolidated 19-01 Project for the purpose of rehabilitating portions of El Rancho Drive, 15th Street, Franklin Way, and Hulda Ct.; and

WHEREAS, the **CITY** desires to construct specific improvements, (hereinafter called "**IMPROVEMENTS**"), described as rehabilitation of portions of storm drain infrastructure, portions of sewer infrastructure and surface improvements related to utility work, that are within and/or adjacent to the **PROJECT**. The **IMPROVEMENTS**, as requested by the **CITY**, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, **RTC** is willing to incorporate the **IMPROVEMENTS** into the **PROJECT** drawings, details, and specifications and subsequently cause the improvements to be constructed;

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

RTC AGREES:

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration and **PROJECT** management of the **IMPROVEMENTS**. Drawings, details and specifications for the **IMPROVEMENTS** shall be subject to review and approval by the **CITY**.
2. To prepare solicitation documents for the **PROJECT** that include the **IMPROVEMENTS** and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.
3. To provide **CITY**, upon determination of the apparent low bidder, the total cost of the **IMPROVEMENTS**. This amount shall not be exceeded unless the **CITY** agrees that the actual quantity of the **IMPROVEMENTS** exceeds the estimated quantity of the **IMPROVEMENTS** or the parties mutually agree to an additional sum.
4. To allow the **CITY** or its authorized agents to review and approve contract change orders

associated with the construction of the IMPROVEMENTS.

5. To execute change orders upon written approval from the CITY or its authorized agents.
6. To invoice the CITY at the completion of the PROJECT, for the actual costs associated with the IMPROVEMENTS not to exceed the awarded bid amount unless otherwise agreed to by the Parties.

CITY AGREES:

1. To provide an initial determination of the IMPROVEMENTS for estimation of the costs of the IMPROVEMENTS and the costs for incorporation of the IMPROVEMENTS into the drawings, details and specifications prepared by RTC and its agents.
2. To invoke any authority available under State law or existing permits to have impacted utilities relocated at the utility owner's expense.
3. To acquire all additional right-of-way, easements and/or entry permits from adjacent property owners, as necessary, to allow RTC and its agents to construct IMPROVEMENTS in accordance with the drawings, details, and specifications.
4. To direct all questions or requests pertaining to the IMPROVEMENTS to the RTC Project Manager and designate a representative to assist RTC Project Manager in the administration of all issues relating to the IMPROVEMENTS.
5. To timely review and provide RTC Project Manager with prompt input relating to the approval, modification or disapproval of contract change orders related to the IMPROVEMENTS and to reimburse the RTC for costs that result from the approved contract change orders. For purposes of this Agreement, actual costs include, but are not limited to, additional engineering, change orders and compensable delays caused by conditions related to such change orders.
6. To reimburse the RTC for the actual costs associated with the IMPROVEMENTS not to exceed the awarded bid amount unless otherwise agreed to by the Parties. The reimbursable costs include, but are not limited to, those costs reasonably incurred during construction as described in Exhibit A attached.
7. That the costs of the IMPROVEMENTS, including those referred to in item 6 above, are estimated (see Exhibit A attached) and that the CITY will reimburse RTC for all actual costs not to exceed the awarded bid amount unless otherwise agreed to by the Parties.
8. To remit payment within thirty (30) calendar days following receipt of an invoice from RTC and, if not timely paid, to pay interest as provided in NRS 99.040.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

CITY: John Martini
{Sparks} Director of Public Works
City of Sparks
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2330

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employers arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

9. That in the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Lee Gibson, Executive Director

CITY COUNCIL OF SPARKS, NEVADA

By: _____
Ron Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
Sparks City Clerk

BY: _____
Sparks City Attorney

EXHIBIT A

Description of IMPROVEMENTS:

Storm drain realignment, sewer rehabilitation and surface overlay work as requested by the City of Sparks in accordance with the drawings and specifications for the PROJECT.

Estimated costs of IMPROVEMENTS:

Construction:	\$230,000.00
TOTAL ESTIMATED AMOUNT:	\$230,000.00

SAMPLE

INTERLOCAL REIMBURSEMENT AGREEMENT

This agreement (“this Agreement”) is made and entered into on May 21, 2019, by and between the Truckee Meadows Water Authority (“TMWA”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

WHEREAS, RTC is undertaking the Sparks Consolidated 19-01 Project, a project to rehabilitate and/or reconstruct the following streets: 15th Street from C Street to Prater Way; Franklin Way from the Union Pacific Rail Road crossing to East Greg Street; Hulda Court and El Rancho Drive from G Street to Oddie Boulevard (hereinafter the “Project”); and

WHEREAS, TMWA owns and operates a municipal water system, including certain underground water mains and infrastructure within and adjacent to the Project; and

WHEREAS, TMWA is planning to replace certain water system infrastructure within and adjacent to the Project (the “TMWA Improvements”); and

WHEREAS, RTC will complete the TMWA Improvements as part of the Project; and

WHEREAS, TMWA will reimburse RTC for the actual cost of the TMWA Improvements and is precluded from seeking reimbursement from RTC for any portion thereof;

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

1. RTC agrees to:
 - (a) Enter into an agreement with its contractor to provide all material, construct, install and perform all work to complete the TMWA Improvements.
 - (b) Satisfy the following insurance requirements:
 - (1) Require its contractor to maintain commercial general liability (CGL), business automobile, excess/umbrella liability and workers’ compensation/employer’s liability insurance.
 - (2) Require that all coverage shall be written on occurrence and not claims-made or claims-made and reported coverage forms.
 - (3) Require that all liability coverage shall be primary insurance with respect to RTC and TMWA and any insurance maintained by the RTC or TMWA shall be considered excess and non-contributory.
 - (4) Require that all liability coverage shall include a waiver of the insurance carrier’s subrogation rights against RTC and the TMWA.

- (5) Require its contractor to be responsible to provide no less than thirty (30) days written notice to RTC and TMWA prior to the cancellation, non-renewal, or reduction in available limits of insurance or material change in any required coverage.
- (6) Require its contractor to maintain deductible or retention amounts not exceeding 5% of the required per occurrence coverage limits, unless submitted to and approved by the RTC and TMWA.
- (7) Require its contractor to name TMWA as an additional insured under its commercial general liability, automobile and excess/umbrella liability policies maintained by contractor without requirement for a direct written contract or agreement between contractor and TMWA. RTC shall furnish (directly or through its contractor) TMWA with an Certificate of Liability and applicable policy forms or endorsements evidencing commercial general liability (CGL) and, if necessary, commercial excess/umbrella liability insurance with an occurrence of not less than Five Million Dollars (\$5,000,000), Business Auto Coverage and, if necessary, commercial excess/umbrella liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000), Workers' Compensation coverage meeting the statutory requirements of the State of Nevada and Employer's Liability limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (8) Require that all policies be written by insurers approved to do business in the State of Nevada and have A.M. Best Ratings of no less than A- VII.
- (9) Require its contractor to include TMWA as an additional insured under its Commercial General Liability coverage for Utility with respect to liability arising out of the completed operations of the contractor, and maintain such insurance for the entire period during construction and for a period of at least 3 years following completion of the contractor's operations.
- (10) Require its contractor to obtain pollution liability coverage for working with, handling, disturbing, removing and disposing of pipe containing transite (ACP) and asbestos. Contractor shall be required to provide disposal manifest(s) for all transite (ACP) and asbestos pipe materials.

(c) Provide material testing services during construction for the TMWA Improvements.

(d) Notify TMWA three (3) business days prior to the completion of the TMWA Improvements to request inspection, testing and acceptance by TMWA.

(e) Require its contractor to correct any deficiencies identified during the inspection and testing of the TMWA Improvements.

(f) Warrant and represent that the TMWA Improvements shall comply with all applicable state and local laws and ordinances and will strictly comply with the provisions of this Agreement and the plans and specifications. The quality of the material and workmanship used in the TMWA Improvements will be satisfactory for a period of one (1) year after final acceptance of the TMWA Improvements. Any defects occurring and noticed by RTC or TMWA during the guarantee period shall be corrected by RTC's contractor at no additional cost to TMWA.

(g) Without limiting any other rights or remedies of TMWA, if any defect in the work associated with the TMWA Improvements, in violation of the foregoing guarantees, arises within twelve (12) months after the date of final acceptance of the TMWA Improvements by TMWA, RTC shall, upon receipt of written notice of such defect, promptly furnish, at no additional cost to TMWA, all labor, equipment, and materials at the site of the defective work necessary to correct such defect and cause the work to comply fully with the foregoing guarantees. If RTC fails to promptly correct any defect, then TMWA may correct, or cause to have corrected, such defect and RTC shall reimburse TMWA for all such related, reasonable, and verifiable costs of correction.

(h) To provide TMWA, upon determination of the apparent low bidder, the total contract cost of the TMWA Improvements.

(i) Notify TMWA of any changed conditions that RTC becomes aware of and which affect the contract cost, and allow TMWA to review and approve any changes to the contract cost due to unforeseen conditions.

(j) Allow TMWA or its authorized agents to review and approve contract change orders associated with the construction of the TMWA Improvements and to execute change orders upon written approval from TMWA or its authorized agents.

(kj) Notify TMWA when RTC becomes aware that the actual costs will exceed the estimate in Exhibit A by more than five percent (5%).

(l) Pay in full any and all amounts owed its contractor for performing the TMWA Improvements.

(m) Submit to TMWA a detailed monthly invoice for the actual amounts of the TMWA Improvements within sixty (60) calendar days of completion of the TMWA Improvements.

(n) Maintain all records and documents related to the TMWA Improvements for at least three (3) years after final payment has been received, and to make the records available for inspection upon request.

(o) Require its contractor to indemnify and hold harmless TMWA and its agents, employees, officers and directors from and against any and all claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the Project other than to the extent arising from the TMWA Improvements or from TMWA's negligent acts or omissions.

(p) Require its contractor to grant TMWA the status of a co-beneficiary (with the RTC) of any warranty rights provided by its contractor as related to the TMWA Improvements upon receipt of TMWA's payment.

(q) Upon completion of the Project, and payment by TMWA to RTC for the TMWA Improvements, RTC shall ensure that no liens by RTC's contractors, subcontractors, materialmen and other providers of labor, equipment or material and/or services encumber the TMWA Improvements.

2. TMWA agrees to:

(a) Perform inspection of TMWA Improvements during construction.

(b) Perform specialized labor for installation of any TMWA Improvements not identified in the project drawings, specification or details.

(c) Provide RTC with written acceptance or disapproval of contract change orders for the TMWA Improvements within five (5) business days of receipt. If RTC does not receive a written response within the 5-business-day period, it will be deemed that TMWA consents to the change order and authorizes RTC to execute the change order.

(d) Reimburse RTC for the actual costs it incurs that are directly related to the inclusion of the TMWA Improvements in the Project, in a total amount not to exceed the contract cost plus any additional amounts of contract change orders. Reimbursement shall be due and payable within sixty (60) calendar days after receipt of billing from RTC. RTC will be responsible for costs associated with adjustment of TMWA owned and operated valves, manholes, services, meters, fire hydrants, and installation of new fire hydrants.

3. It is mutually agreed that each party will cooperate with the other party and its agents in carrying out their respective responsibilities.

4. It is mutually agreed that each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

5. Communications/notices required pursuant to this Agreement shall be in writing and addressed as follows:

If to TMWA: Mark Foree, General Manager
c/o Steve Volk, Project Manager
Truckee Meadows Water Authority
P.O. Box 30013
Reno, NV 89520

If to RTC: Lee G. Gibson, AICP, Executive Director
c/o Judy Tortelli, Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502

6. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent permitted by law from and against any liability including, but not limited to, property damage, and personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers and employees arising out of the performance of this Agreement, and claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the indemnifying party's obligations with respect to the Project.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement without giving effect to its principles of conflicts of laws. Venue for adjudication of any dispute arising out of this Agreement shall be the state and federal courts located in Washoe County, Nevada.

8. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be modified unless in writing and signed by the parties.

10. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

11. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

TRUCKEE MEADOWS
WATER AUTHORITY

Lee G. Gibson, AICP
Executive Director

Mark Foree
General Manager

APPROVED AS TO LEGALITY
AND FORM:

APPROVED AS TO LEGALITY
AND FORM:

Dale Ferguson, Esq.
RTC Chief Counsel

Michael A. T. Pagni, Esq.

SAMPLE

Exhibit A

Estimated Costs

Description: The TMWA Improvements include removal and replacement of water main in the C / 15th Street intersection.

Estimated Costs for Reimbursement to RTC:

Construction (1)(2):	\$80,000
Contingency (15%)	\$12,000
TOTAL ESTIMATED AMOUNT:	\$92,000

- (1) Based on Engineer's Estimated Cost at 100% design.
- (2) Costs include estimates for direct bid item construction costs associated with the TMWA Improvements.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.16

TO: Regional Transportation Commission

FROM: Andrew V. Jayankura, P.E., PTOE
Engineer I


Lee G. Gibson, AICP
Executive Director

SUBJECT: Amend Interlocal Cooperative Agreement between the City of Reno and the Regional Transportation Commission for the Signal Timing 5 Project – Year 3

RECOMMENDATION

Approve an amendment to the Interlocal Cooperative Agreement (ICA) for the Signal Timing 5 Project (Year 3) with the City of Reno increasing the RTC’s reimbursement to the City to \$93,500, an increase of \$43,500; authorize the RTC Chair to execute the agreement.

SUMMARY

The City of Reno received a quote from altitude Signal, LLC in the amount of \$58,500 to extend their existing Traffic Signal System (ATMS) maintenance & support for an additional three years. The maintenance license renewal is required to provide the City of Reno with upgraded firmware and direct assistance from the manufacture should there be any issues with the software. The renewal will ensure the integrity of existing and new traffic signal timing deployed in the region and proper traffic signal operation.

In addition, the City of Reno will continue to provide staff to assist the RTC in implementing new signal timing into their traffic system. The amended ICA will allow the RTC to reimburse the City of Reno with a new revised amount \$35,000. Summary of costs detailed below:

Traffic Signal System (ATMS) maintenance license renewal:	\$58,500
COR staff hours for signal timing:	\$35,000
Total Amount:	\$93,500

FISCAL IMPACT

Appropriations for this Agreement are accommodated out of the FY 2019 engineering operating budget.

PREVIOUS ACTIONS BY BOARD

November 18, 2018	Approved ICA agreement with City of Reno for CY 2019
December 15, 2017	Approved ICA agreement with City of Reno for CY 2018
October 27, 2016	Approved ICA agreement with City of Reno for CY 2017
June 17, 2016	Approved LPA agreement with NDOT

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

AMENDMENT NO. 1
INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
CITY of RENO

The Regional Transportation Commission of Washoe County ("RTC") and City of Reno ("Reno") entered into an Interlocal agreement on January 1, 2019, (the "Agreement"). This Amendment No. 1 is dated and effective as of _____.

RECITALS

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called "Project") to fund improved signal timing within the Reno jurisdictional Boundaries; and

WHEREAS, Reno owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, RTC has entered into an agreement with the Nevada Department of Transportation (NDOT) to fund the Project through December 31, 2019; and

WHEREAS, pursuant to the Agreement, RTC agreed to reimburse Reno in an amount not-to-exceed \$50,000 for direct salary and benefit hourly rates for Reno Staff working directly on the Project; and

WHEREAS, Reno has requested that RTC reimburse Reno for the cost of a three year license for Advanced Traffic Management System (ATMS) maintenance and support as described in the letter attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. RTC agrees to reimburse Reno in an amount not to exceed \$35,000 for staff salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2019).
2. RTC agrees to reimburse Reno for the actual cost of a three year license for ATMS maintenance and support in an amount not to exceed \$58,500.
3. The new total not-to-exceed amount of the Agreement, as amended, is \$93,500.
4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION CITY OF RENO
OF WASHOE COUNTY

By _____
Lee Gibson, Executive Director

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:

RTC Chief Counsel

Deputy City Attorney

ATTEST:

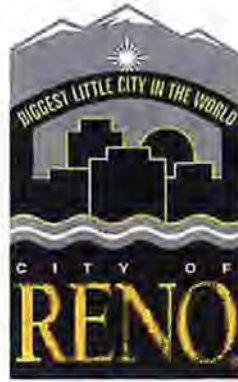
Ashley D. Turney, City Clerk

SAMPLE

Exhibit A

Letter dated April 25, 2019

SAMPLE



Thursday, April 25, 2019

Andrew V. Jayankura, P.E., PTOE
Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 119
Reno, NV 89502

Re: 2019 ATMS System Maintenance & Support

Mr. Jayankura,

The City of Reno received a quote from Altitude Signal, LLC in the amount of \$58,500 to extend our existing ATMS system maintenance and support an additional three years. The scope of the attached agreement includes upgrades to the latest full version, including all software updates, as well as priority support.

It is our mutual understanding that RTC has previously purchased the aforementioned support for both the cities of Reno and Sparks. The City of Reno respectfully requests, subject to City Council approval, an amendment to the Traffic Signal Timing 5 – Phase 3 Interlocal Agreement to increase the not-to-exceed amount to \$93,500, to allow the reimbursement of a three year extension of ATMS system maintenance and support. This proposed amendment would retain \$35,000 for traffic signal timing reimbursements through the end of the Traffic Signal Timing 5 – Phase 3 Project.

Thank you for your consideration. If you have any questions or concerns, please contact the undersigned at 775-334-3334 or dietrichk@reno.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt M. Dietrich".

Kurt M. Dietrich, P.E., PTOE
Traffic Engineer

Cc: John F. Flansberg, P.E., Public Works Director

Encl: Altitude Signal, LLC Quote No. Q001280
ATMS System Maintenance & Support



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy
Executive Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Cooperative Agreement Cooperative Agreement No. PR195-19-804 between the Nevada Department of Transportation and the Regional Transportation Commission

RECOMMENDATION

Approve Cooperative Agreement No. PR195-19-804 for Fiscal Year 2020 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Federal PL 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, such as the Regional Transportation Plan and other corridor 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 PL funds for transportation planning in metropolitan areas.

Cooperative Agreement No. PR195-19-804 is an annual agreement that identifies the amount of federal PL funds for that fiscal year. The FY 2020 federal funding is estimated at \$1,746,080.71. When approved, this agreement will become effective July 1, 2019.

ADDITIONAL BACKGROUND

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 Regional Transportation Commission (RTC) develop and approve the UPWP as the Metropolitan Planning Organization (MPO) 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. The attached agreement outlines the anticipated amount of federal PL funds for FY 2020.

The annual agreement uses estimated funding/carry forward amounts and will be amended once apportionments are released and true allocations are determined.

At the January 18, 2013, meeting, the Board also approved a Memoranda of Understanding (MOU). The MOU became effective with FFY 2013 and all parties to the agreement must agree to any modifications in writing. Participants in the agreement include FHWA, FTA, NDOT, RTC of Southern Nevada, RTC Washoe, Carson Area Metropolitan Organization (CAMPO) and Tahoe Regional Planning Agency (TRPA). The MOU includes the transferring of FTA PL funds to FHWA; establishes a 95/5 matching fund ratio for all federal PL funds; outlines responsibilities for FHWA, FTA, and NDOT with regard to the Consolidated Planning Grant Program.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

COOPERATIVE AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2020, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the Regional Transportation Commission of Washoe County, hereinafter called the MPO.

The undersigned signatory Metropolitan Planning Organization (MPO) hereby commits to complete during State Fiscal Year (FY) starting July 1, 2019, and ending June 30, 2020, the Unified Planning Work Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this agreement.

All of the obligations, duties, terms and conditions set forth in the Cooperative Agreement NM113-16-804 and executed with effective dates of October 1, 2016, to September 30, 2020, between the MPO and the DEPARTMENT are incorporated herein by this reference as part of this UPWP Agreement for State Fiscal Year 2020.

The federal letter of approval from the Nevada Division of the Federal Highway Administration (FHWA) and Federal Transit Administration that approves the UPWP covering the time period July 1, 2019, through June 30, 2020, is incorporated herein by this reference and made an express part of this agreement.

The MPO agrees to comply with FHWA matching requirements for "Consolidated Planning Grant" funds obligated and encumbered against this UPWP. This UPWP obligates and encumbers only these following federal funds: FHWA – Metropolitan Planning (PL), 95/5 (federal/local). All local match funds are to be provided from non-federal sources.

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 2020 is One Million Seven Hundred Forty-Six Thousand and Eighty and 71/100 Dollars (\$1,746,080.71). Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT. When federal funds become available the agreement will be amended. The estimated amount of local match to be paid by the MPO is Ninety-One Thousand Eight Hundred Ninety-Eight and 98/100 Dollars (\$91,898.98).

Should the MPO expend funds in excess of those federal funds actually encumbered for FY 2020 against this UPWP, those costs shall be borne solely by the MPO.

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

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Approved as to Form:

Attorney



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: FY 2020 Final Budget

RECOMMENDATION

Approve the FY 2020 RTC Final Budget.

SUMMARY

Staff will present for review and discussion the FY 2020 Regional Transportation Commission (RTC) Final Budget. Any requested changes or recommendations developed from this meeting will be incorporated into final document before submission to the Department of Taxation. Staff is presenting a balanced budget for FY 2020. The FY 2020 budget was presented to the RTC Advisory Committees on May 1, 2019.

FISCAL IMPACT

The FY 2020 budget amount, not including depreciation, is \$222,656,649.

PREVIOUS BOARD ACTIONS

April 19, 2019 Approved the FY 2020 RTC Tentative Budget.

ADDITIONAL BACKGROUND

The Fiscal Year 2020 final budget continues the multi-year road program and continued investment in the community. Fuel tax is budgeted at a 6% increase over the prior year due to the continued implementation of indexing. RRIF cash revenues are budgeted at \$5,000,000 for FY 2020 due to the growth in new development, but remain lower than historical levels due to the current availability impact fee waivers. Sales tax revenue is budgeted at a 4.0% increase over the prior year due to continued growth in local economy.

The FY 2020 RTC Final Budget consists of three major programs: the Street and Highway Program, the Public Transportation Program and the Metropolitan Planning Organization (MPO)/Transportation Planning Program. The Street and Highway Program consists of pavement preservation and mobility projects, capacity improvement projects and RRIF offset agreement projects. The Public Transportation Program consists of RTC RIDE, RTC ACCESS, RTC INTERCITY, Sierra Spirit, TART, and Van Pools. The MPO/Transportation Planning Program consists of federally mandated planning activities and other essential planning activities required to guide and support the Public Transportation program and Street and Highway Programs.

Street and Highway Program:

Road projects are a substantial component of the RTC budget. Funding includes the motor vehicle fuel tax, sales tax, the Regional Road Impact Fee, and the NDOT partnership projects. Pavement preservation, mobility, and capacity projects are budgeted at \$101 million for FY 2020. Indexed fuel taxes and bond sales of \$435 million have resulted in RTC spending approximately \$770 million for pavement preservation, mobility and capacity road projects over the past seven fiscal years. In FY 2019, RTC completed a current refunding of its Series 2009 and 2013 fuel tax bonds resulting in \$2.8 million in annual debt service savings. The total Street and Highway Program expenditures for FY 2020 including debt service are \$137 million.

Public Transportation Program:

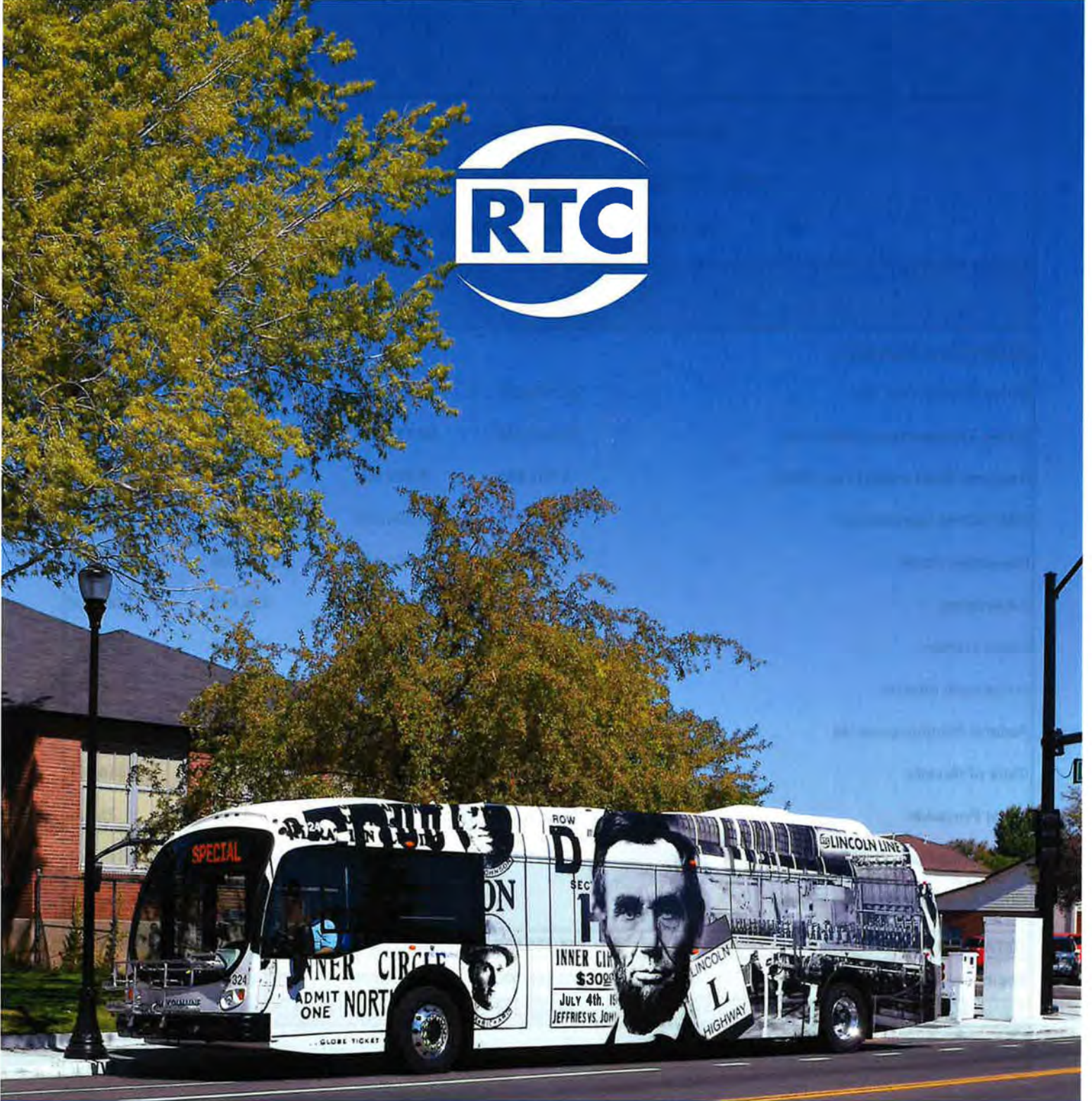
Service levels for RTC RIDE and RTC ACCESS are budgeted for increases in FY 2020 due to the implementation of Lincoln Line BRT service, service changes, potential microtransit demonstration service, and increased demand for paratransit services. RTC RIDE operating costs at \$37 million are increasing 19% over prior year budget due to increased contract costs from new turnkey contractor and proposed Fall 2019 service level increases. RTC ACCESS operating costs at \$11 million are increasing 8% over prior year budget primarily due to service demand increases.

Transit capital projects are critical to the success of the Public Transportation Program, but have a financial impact on local funds required to match the federal funding. Capital projects funded by federal grants include: 17 replacement ACCESS vans, 19 electric buses, charging stations, bus shelters and pad improvements, support vehicles, computer hardware and software, and facilities upgrades. The total public transportation capital expenditures for the FY 2020 are \$33.6 million.

Total program expenses for the Public Transportation Program are \$81.2 million for FY 2020.

Metropolitan Planning Organization (MPO) Program:

Total program expenses for the MPO Program are \$4.7 million for FY 2020. The program includes the following studies: Regional Transportation Plan (RTP) update, ADA Transition plan update, Affordable Housing Study, Mobility Study, Fleet Electrification Study, South Meadows Regional Transportation Study, UNR Area Transportation Study, and Eagle Canyon Study.



Regional Transportation Commission
Reno, Sparks, and Washoe County, Nevada

Annual Budget

Fiscal Year Ending, June 30, 2020

**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF REVENUES BY SOURCE
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020**

	FISCAL YEAR 2018 ACTUAL	FISCAL YEAR 2019 BUDGET	FISCAL YEAR 2019 ESTIMATED	FISCAL YEAR 2020 BUDGET
REVENUES & SOURCES:				
Motor Vehicle Fuel Tax	\$ 81,179,894	\$ 86,639,885	\$ 87,550,038	\$ 91,878,987
Public Transportation Sales Tax	31,084,409	30,130,794	32,327,785	33,620,896
Regional Road Impact Fee (RRIF)	4,835,052	5,000,000	4,000,000	5,000,000
RRIF Offset Agreements*	714,512	15,000,000	100,000	11,000,000
Passenger Fares	5,971,370	6,392,104	5,544,936	5,875,855
Advertising	264,091	250,000	290,000	250,000
Lease Income	435,459	350,779	399,240	399,972
Investment Income	530,759	1,637,500	1,880,000	1,838,000
Federal Reimbursements	44,119,700	57,142,538	37,233,627	65,081,207
State of Nevada	2,410,447	2,104,055	2,556,229	2,516,237
Asset Proceeds	8,578	25,000	5,000	25,000
Misc Reimb/Operating Assist.	3,881,724	1,754,200	3,116,700	4,104,200
Other Financing Sources-Bonds	-	-	454,825	-
TOTAL REVENUES	175,435,995	206,426,854	175,458,380	221,590,354
Beginning Cash & Fund Balance	163,169,305	128,094,479	136,541,734	141,779,867
TOTAL SOURCES AVAILABLE	\$ 338,605,300	\$ 334,521,333	\$ 312,000,114	\$ 363,370,221

*For custodial purposes only, offset agreements are booked as a revenue and expense with net zero effect and have no cash value.

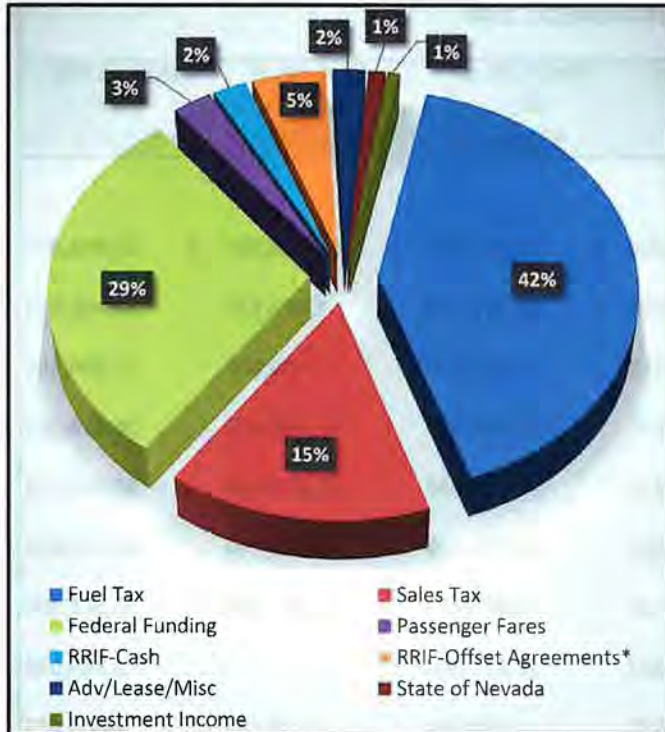
**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF EXPENDITURES BY FUNCTION
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020**

	FISCAL YEAR 2018 ACTUAL	FISCAL YEAR 2019 BUDGET	FISCAL YEAR 2019 ESTIMATED	FISCAL YEAR 2020 BUDGET
<u>EXPENDITURES & USES:</u>				
Preservation & Mobility Projects	\$ 39,745,792	\$ 81,988,034	\$ 62,269,339	\$ 75,944,383
Capacity Improvements Projects	84,442,349	26,291,555	8,890,524	25,466,049
RRIF Offset Agreements	714,512	15,000,000	100,000	11,000,000
Other Finan. Uses - Debt Service	27,438,217	27,457,216	41,440,422	24,608,602
RTC RIDE - Operating	25,769,143	31,018,516	27,217,338	36,808,670
RTC RIDE - Capital	12,518,691	16,598,439	18,347,731	30,718,839
Paratransit - Operating	9,032,467	9,741,455	8,824,312	10,546,193
Paratransit - Capital	176,383	2,800,000	-	2,880,000
MPO - Operating	2,226,012	4,386,081	3,130,583	4,683,913
TOTAL EXPENDITURES	202,063,566	215,281,296	170,220,248	222,656,649
<u>ENDING CASH BALANCE:</u>				
Restricted/Committed/Assigned	136,541,734	119,240,038	141,779,867	140,713,572
TOTAL ENDING CASH/FUND BALANCE	136,541,734	119,240,038	141,779,867	140,713,572
TOTAL USES	\$ 338,605,300	\$ 334,521,333	\$ 312,000,114	\$ 363,370,221

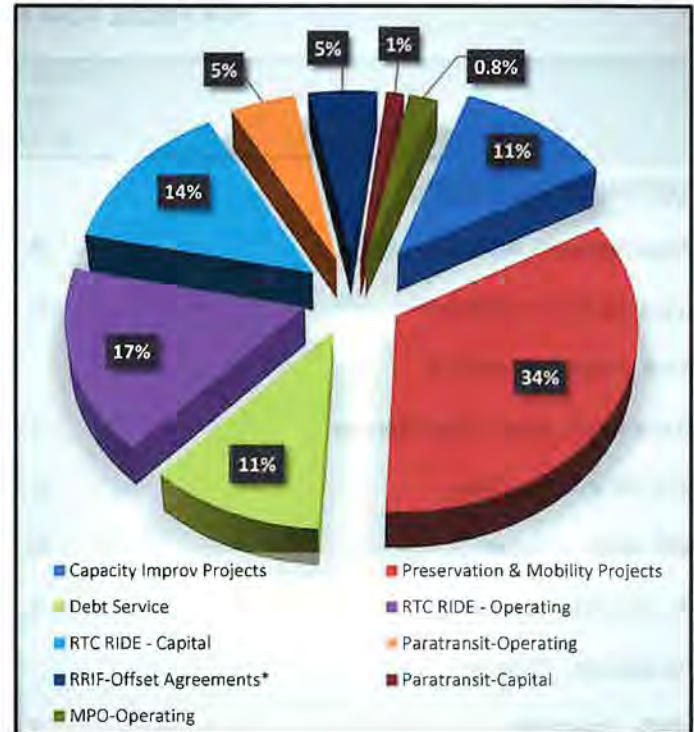
Note: Depreciation is not included in the total expenditure column.
Total expenditures including depreciation of \$7,500,000
are: \$230,156,649

REGIONAL TRANSPORTATION COMMISSION REVENUES & EXPENDITURES BY SOURCE - FY 2020 BUDGET

REVENUES



EXPENDITURES



Total Revenues & Fund Balance
\$363,370,221

Total Expenditures & Ending Fund Balance
\$363,370,221

Fuel Tax	\$91,878,987	25.3%
Sales Tax	\$33,620,896	9.3%
Federal Funding	\$65,081,207	17.9%
Passenger Fares	\$5,875,855	1.6%
RRIF-Cash	\$5,000,000	1.4%
RRIF-Offset Agreements*	\$11,000,000	3.0%
Adv/Lease/Misc	\$4,779,172	1.3%
State of Nevada	\$2,516,237	0.7%
Investment Income	\$1,838,000	0.5%

Capacity Improv Projects	\$25,466,049	7.0%
Preservation & Mobility Projects	\$75,944,383	20.9%
Debt Service	\$24,608,602	6.8%
RTC RIDE - Operating	\$36,808,670	10.1%
RTC RIDE - Capital	\$30,718,839	8.5%
Paratransit-Operating	\$10,546,193	2.9%
RRIF-Offset Agreements*	\$11,000,000	3.0%
Paratransit-Capital	\$2,880,000	0.8%
MPO-Operating	\$4,683,913	1.3%

Beginning Balance	<u>\$141,779,867</u>	39.0%
Total:	<u><u>\$363,370,221</u></u>	

Ending Balance - FY 2020	<u>\$140,713,572</u>	38.7%
Total:	<u><u>\$363,370,221</u></u>	

<u>Beginning Balance</u>	
Debt Service	\$32,055,320
Pavement Preserv Projects	\$61,200,315
Capacity Improv Projects	\$27,339,556
Public Transportation	\$20,986,391
MPO	\$198,285
TOTAL	<u><u>\$141,779,868</u></u>

<u>Ending Balance</u>	
Debt Service	\$32,455,270
Pavement Preserv Projects	\$58,137,255
Capacity Improv Projects	\$26,867,265
Public Transportation	\$23,102,174
MPO	\$151,608
TOTAL	<u><u>\$140,713,572</u></u>

*For custodial purposes only, offset agreements are booked as a revenue and expense with net zero effect and have no cash value.



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * 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
LABOR								
501-0-01	LABOR	\$189,969	\$0	\$3,312,097	\$1,365,169	\$261,683	\$607,376	\$5,736,294
501-0-03	OVERTIME	0	0	4,943	7,819	879	0	13,641
502-0-02	BONUSES/TOP OF SCALE DIFFERENTIAL	0	0	167,891	0	0	0	167,891
502-0-09	SICK LEAVE	0	0	402,000	2,409	0	0	404,409
502-0-10	HOLIDAY	0	0	280,453	3,397	0	0	283,850
502-0-11	VACATION	0	0	597,286	5,250	0	0	602,536
502-0-12	OTHER PAID ABSENCES	0	0	34,211	309	0	0	34,520
502-0-25	CAR ALLOWANCE	0	0	78,000	0	0	0	78,000
502-0-26	CELL PHONE ALLOWANCE	0	0	35,580	0	0	0	35,580
	LABOR ALLOCATIONS IN/(OUT)	170,369	0	(2,285,938)	1,318,011	266,862	530,697	0
	TOTAL LABOR	360,337	0	2,626,522	2,702,364	529,424	1,138,073	7,356,722
FRINGE								
502-0-04	FICA/MEDICARE	0	0	106,747	1,176	0	0	107,923
502-0-05	PENSION	0	0	1,940,535	23,487	0	0	1,964,022
502-0-01	OPEB CONTRIBUTIONS - HEALTHCARE	0	0	349,000	154,000	0	0	503,000
502-0-17	HEALTH & VISION INSURANCE	0	0	927,813	14,667	0	0	942,480
502-0-18	DENTAL INSURANCE	0	0	49,441	642	0	0	50,083
502-0-19	LIFE INSURANCE	0	0	16,320	103	0	0	16,423
502-0-16	DISABILITY INSURANCE	0	0	66,923	812	0	0	67,735
502-0-06	UNEMPLOYMENT INSURANCE	0	0	25,734	326	0	0	26,060
502-0-08	WORKERS COMPENSATION	0	0	48,830	619	0	0	49,449
502-0-14	OTHER FRINGE BENEFITS	0	0	30,200	4,300	0	0	34,500
	FRINGE ALLOCATION IN/(OUT)	171,435	0	(2,300,246)	1,326,260	268,533	534,018	0
	TOTAL FRINGE	171,435	0	1,261,297	1,526,392	268,533	534,018	3,761,676
SERVICES								
503-0-02	ADV DEVL P/PRODUCTION	0	0	0	40,720	0	375,000	415,720
503-0-03	PROFESSIONAL & TECHNICAL	32,500	50	2,680,000	360,500	106,000	14,500	3,193,550
503-0-04	TEMPORARY HELP	0	0	37,000	8,000	0	0	45,000
503-0-05	CONTRACT MAINT/REPAIRS	0	0	572,651	1,143,044	89,744	35,391	1,840,830
503-0-06	CUSTODIAL	0	0	0	434,976	2,040	0	437,016
503-0-07	SECURITY	0	0	0	822,941	4,000	0	826,941
503-0-08	PRINTING	0	0	7,725	91,360	11,500	26,400	136,985
503-0-09	CONSULTING SERVICES	0	0	294,900	100,000	0	1,686,000	2,080,900
503-0-10	PROPERTY EXPENSE	0	0	180,000	0	0	0	180,000
503-0-99	OTHER SERVICES	0	0	152,866	468,300	37,180	21,500	679,846
	SERVICES ALLOCATION IN/(OUT)	85,362	0	(1,145,357)	660,382	133,710	265,903	0
	TOTAL SERVICES	117,862	50	2,779,785	4,130,223	384,174	2,424,694	9,836,788



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * 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
MATERIALS & SUPPLIES								
504-0-01	FUEL & LUBE	0	0	3,000	2,052,787	230,839	0	2,286,625
504-0-04	REVENUE VEHICLE PARTS	0	0	0	60,000	0	0	60,000
504-0-06	SUPPORT VEHICLE PARTS	0	0	4,000	0	0	0	4,000
504-0-07	BENCH SHELTER/SIGN SUPPLY	0	0	0	340,000	0	0	340,000
504-0-08	CNG PARTS & SUPPLIES	0	0	0	0	308	0	308
504-0-10	OFFICE SUPPLIES	0	0	15,000	12,000	0	7,000	34,000
504-0-99	OTHER MATERIALS & SUPPLIES	0	0	241,867	55,900	32,600	8,260	338,627
	OTHER M & S ALLOC IN/(OUT)	11,426	0	(153,305)	88,392	17,897	35,591	0
	TOTAL MATERIALS & SUPPLIES	11,426	0	110,562	2,609,078	281,644	50,851	3,063,560
UTILITIES								
505-0-02	ELECTRICITY & NATURAL GAS	0	0	5,000	455,000	28,000	0	488,000
505-0-04	WATER & SEWER	0	0	0	61,410	7,500	0	68,910
505-0-05	GARBAGE COLLECTION	0	0	0	51,000	1,000	0	52,000
505-0-10	TELEPHONE	0	0	56,500	0	2,940	0	59,440
	UTILITIES ALLOCATIONS IN/(OUT)	2,960	0	(39,720)	22,902	4,637	9,221	0
	TOTAL UTILITIES	2,960	0	21,780	590,312	44,077	9,221	668,350
INSURANCE COSTS								
506-0-01	PHYSICAL DAMAGE	0	0	2,299	18,221	4,584	1,146	26,250
506-0-03	PUBLIC LIAB/PROPERTY DAMAGE	0	0	25,293	200,429	50,422	12,605	288,750
506-0-06	PL & PD SETTLEMENTS	0	0	4,380	34,706	8,731	2,183	50,000
506-0-08	OTHER INSURANCE COSTS	0	0	5,519	43,730	11,001	2,750	63,000
	TOTAL INSURANCE	0	0	37,491	297,086	74,738	18,684	428,000
MISCELLANEOUS EXPENSES								
507-0-04	TAXES & LICENSES	0	0	0	20,500	5,250	0	25,750
509-0-01	DUES & SUBSCRIPTIONS	0	0	67,831	46,935	960	17,503	133,229
509-0-08	MISCELLANEOUS ADVERTISING	0	0	27,550	44,200	1,500	252,500	325,750
509-0-09	INTERNAL MARKETING	0	0	5,000	0	0	0	5,000
509-0-20	TRAINING & MEETINGS	0	0	193,625	81,850	19,500	68,500	363,475
509-0-25	POSTAGE & EXPRESS MAIL	0	0	16,242	4,500	2,000	12,000	34,742
509-0-99	OTHER MISC EXPENSES	150	0	171,800	114,610	1,320	30,700	318,580
512-0-06	LEASES & RENTALS	0	0	322,816	26,700	0	48,460	397,976
	MISC EXP ALLOCATIONS IN/(OUT)	25,267	0	(339,028)	195,475	39,578	78,708	0
	TOTAL MISCELLANEOUS EXPENSES	25,417	0	465,836	534,770	70,108	508,371	1,604,502



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * 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
PURCHASED TRANSP'N SERVICES								
520-0-00	RIDE	0	0	0	23,247,453	0	0	23,247,453
520-0-01	ACCESS	0	0	0	0	7,148,465	0	7,148,465
520-0-15	MICRO TRANSIT FLEX SERVICE	0	0	0	0	996,960	0	996,960
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
520-0-08	WASHOE SR RIDE PURCH TRANS SVC	0	0	0	0	350,000	0	350,000
520-0-10	TART	0	0	0	213,992	1,000	0	214,992
520-0-14	VANPOOL SERVICES	0	0	0	957,000	0	0	957,000
	TOTAL PURCHASED TRANSPORTATION	0	0	0	24,418,445	8,545,425	0	32,963,871
510-0-XX	TOTAL PASS THRU GRANT	0	0	0	0	348,069	0	348,069
	OPERATING BUDGET BEFORE DEPRECIATION:	689,438	50	7,303,274	36,808,670	10,546,193	4,683,913	60,031,538
530-0-XX	PRINCIPAL & INTEREST	0	24,553,552	0	0	0	0	24,553,552
540-0-XX	FISCAL AGENT CHARGES	0	55,000	0	0	0	0	55,000
	TOTAL DEBT SERVICES	0	24,608,552	0	0	0	0	24,608,552
513-0-02	DEPRECIATION	0	0	0	7,500,000	0	0	7,500,000
513-0-01	AMORTIZATION	0	0	0	0	0	0	0
	TOTAL OPERATING BUDGET	689,438	24,608,602	7,303,274	44,308,670	10,546,193	4,683,913	92,140,090
CAPITAL PROJECTS								
GOVERNMENT FUND CAPITAL								
600-0-10	REVENUE VEHICLES	0	0	0	0	2,050,000	0	2,050,000
600-0-12	SUPPORT VEHICLES	0	0	0	0	40,000	0	40,000
600-0-36	OTHER FIXTURES & EQUIP.	0	0	0	0	790,000	0	790,000
	TOTAL GOVMT. FUND CAPITAL	0	0	0	0	2,880,000	0	2,880,000
STREET & HIGHWAY PROJECTS								
	PRESERVATION & MOBILITY PROJECTS	0	0	68,641,109	0	0	0	68,641,109
	CAPACITY IMPROVEMENT PROJECTS	4,723,088	0	20,053,523	0	0	0	24,776,611
	CAPITAL CONTRIBUTION PROJECTS	11,000,000	0	0	0	0	0	11,000,000
	TOTAL STREET & HIGHWAY	15,723,088	0	88,694,632	0	0	0	104,417,720
	CAPITAL BUDGET BEFORE ENTERPRISE FUND CAPITAL	15,723,088	0	88,694,632	0	2,880,000	0	107,297,720



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * 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
ENTERPRISE FUND CAPITAL								
111-1-10	Coaches	0	0	0	19,424,101	0	0	19,424,101
111-1-12	Support Vehicles	0	0	0	40,000	0	0	40,000
111-1-15	Revenue Collection & Counting Equip.	0	0	0	349,493	0	0	349,493
111-1-16	Communications Equipment	0	0	0	270,000	0	0	270,000
111-1-18	Surveillance/Security Equipment	0	0	0	181,213	0	0	181,213
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	1,479,532	0	0	1,479,532
111-1-31	Computer Hardware	0	0	0	45,500	0	0	45,500
111-1-32	Computer Software	0	0	0	9,000	0	0	9,000
111-1-36	Other Fixtures & Equipment	0	0	0	4,920,000	0	0	4,920,000
111-1-81	Building Improvements - Villanova	0	0	0	500,000	0	0	500,000
111-1-82	Building Improvements - Terminal	0	0	0	3,500,000	0	0	3,500,000
TOTAL ENTERPRISE FUND CAPITAL		0	0	0	30,718,839	0	0	30,718,839
TOTAL CAPITAL BUDGET		15,723,088	0	88,694,632	30,718,839	2,880,000	0	138,016,559
TOTAL FY 2020 BUDGET		\$16,412,526	\$24,608,602	\$95,997,906	\$75,027,509	\$13,426,193	\$4,683,913	\$230,156,649


REGIONAL TRANSPORTATION COMMISSION

- * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
- * REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
LABOR								
501-0-01	Labor	\$444,770	\$574,723	\$957,650	\$1,416,259	\$1,460,756	\$882,136	\$5,736,295
501-0-03	Overtime	75	2,724	1,603	245	8,781	213	13,641
502-0-02	Bonuses	14,400	14,796	20,259	30,003	55,315	33,118	167,891
502-0-09	Sick Leave	40,365	31,883	57,971	104,265	140,994	28,931	404,409
502-0-10	Holiday	21,549	26,661	48,304	69,748	75,026	42,562	283,850
502-0-11	Vacation	67,836	63,179	96,547	143,616	158,220	73,138	602,536
502-0-12	Personal Leave	10,214	2,278	4,391	6,341	7,427	3,869	34,520
502-0-25	Car Allowance	10,800	9,600	14,400	14,400	14,400	14,400	78,000
502-0-26	Cell Phone Allowance	2,940	6,600	3,000	9,300	9,840	3,900	35,580
	TOTAL LABOR	612,949	732,444	1,204,125	1,794,177	1,930,759	1,082,267	7,356,722
FRINGE								
502-0-04	FICA/Medicare	8,631	11,153	18,404	26,085	27,054	16,596	107,923
502-0-05	Retirement Plan	148,984	189,859	333,953	482,216	514,750	294,260	1,964,022
502-0-01	OPEB contribution - Healthcare	0	0	503,000	0	0	0	503,000
502-0-17	Health & Vision Insurance	52,861	77,187	140,292	196,417	331,743	143,980	942,480
502-0-18	Dental Insurance	2,568	4,494	8,347	10,916	16,053	7,705	50,083
502-0-19	Life Insurance	412	1,920	1,937	2,348	7,972	1,834	16,423
502-0-16	Disability Insurance	5,150	6,303	11,559	16,670	17,880	10,173	67,735
502-0-07	Unemployment Insurance	1,442	2,420	4,374	5,684	8,093	4,047	26,060
502-0-08	Workers Compensation	2,737	4,595	8,300	10,787	15,349	7,681	49,449
502-0-14	Other Fringe Benefits	1,200	2,400	7,200	5,100	15,000	3,600	34,501
	TOTAL FRINGE	223,985	300,331	1,037,366	756,223	953,894	489,876	3,761,676
SERVICES								
503-0-02	Adv Devlp/Production	0	0	0	0	40,720	375,000	415,720
503-0-03	Professional & Technical	1,741,500	110,500	308,550	940,000	93,000	0	3,193,550
503-0-04	Temporary Help	0	5,000	20,000	0	20,000	0	45,000
503-0-05	Contract Maint/Repairs	0	839,437	1,500	1,000	993,893	5,000	1,840,830
503-0-06	Custodial	0	0	0	0	437,016	0	437,016
503-0-07	Security	0	812,941	0	0	14,000	0	826,941
503-0-08	Printing	75	0	53,150	5,500	51,860	26,400	136,985
503-0-09	Consulting Services	30,000	108,000	6,900	150,000	100,000	1,685,000	2,080,900
503-0-10	ROW Property Maintenance Costs	0	0	0	180,000	0	0	180,000
503-0-99	Other Services	30,900	42,416	59,800	20,000	505,230	21,500	679,846
	TOTAL SERVICES	1,802,475	1,918,294	449,900	1,296,500	2,255,719	2,113,900	9,836,788



REGIONAL TRANSPORTATION COMMISSION
 • BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 • REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
MATERIALS & SUPPLIES								
504-0-01	Fuel & Lube	0	0	0	0	2,286,625	0	2,286,625
504-0-06	Support Vehicle Parts	0	0	0	0	4,000	0	4,000
504-0-07	Bench, Shelters & Signs	0	0	0	0	340,000	0	340,000
504-0-10	Office Supplies	1,000	0	6,500	7,500	12,000	7,000	34,000
504-0-99	Other Materials & Supplies	3,100	208,267	5,500	13,000	100,500	8,260	338,627
	TOTAL MATERIALS & SUPPLIES	4,100	208,267	12,000	20,500	2,803,433	15,260	3,063,560
UTILITIES								
505-0-02	Electricity/Natural Gas	0	0	0	0	488,000	0	488,000
505-0-04	Water & Sewer	0	0	0	0	68,910	0	68,910
505-0-05	Garbage Collection	0	0	0	0	52,000	0	52,000
505-0-10	Telephone	0	47,500	11,940	0	0	0	59,440
	TOTAL UTILITIES	0	47,500	11,940	0	608,910	0	668,350
INSURANCE								
506-0-01	Physical Damage	0	0	26,250	0	0	0	26,250
506-0-03	Public Liab/Property Damage	0	0	288,750	0	0	0	288,750
506-0-06	PL & PD Settlements	0	0	50,000	0	0	0	50,000
506-0-08	Other Insurance Costs	0	0	63,000	0	0	0	63,000
	TOTAL INSURANCE	0	0	428,000	0	0	0	428,000
MISCELLANEOUS EXPENSE								
507-0-04	Taxes & Licenses	0	0	19,750	0	6,000	0	25,750
509-0-01	Dues & Subscriptions	87,032	3,999	5,700	13,500	7,895	15,103	133,229
509-0-08	Misc. Advertising	50	5,000	2,500	20,000	45,700	252,500	325,750
509-0-09	Internal marketing	0	5,000	0	0	0	0	5,000
509-0-20	Training & Meetings	71,375	46,000	25,000	71,000	84,600	65,500	363,475
509-0-25	Postage & Express Mail	8,092	0	650	7,500	6,500	12,000	34,742
509-0-99	Other Misc. Expense	101,400	8,500	53,900	60,650	63,430	30,700	318,580
512-1-06	Leases & Rentals	3,120	78,800	6,250	7,440	298,366	4,000	397,976
510-0-XX	Pass-Thru Grant Expense	0	0	0	0	348,069	0	348,069
	Misc. Expense Alloc IN (OUT)	0	0	0	0	0	0	0
	TOTAL MISCELLANEOUS EXPENSES	271,069	147,299	113,750	180,090	860,560	379,803	1,952,571



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
PURCHASED TRANSP'N SERVICE								
520-0-00	RIDE	0	0	0	0	23,247,453	0	23,247,453
520-0-01	ACCESS	0	0	0	0	7,148,465	0	7,148,465
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	350,000	0	350,000
520-0-10	TART	0	0	0	0	213,992	0	213,992
520-0-14	Vanpool Service	0	0	0	0	957,000	0	957,000
520-0-15	Micro-transit	0	0	0	0	996,960	0	996,960
PURCHASED TRANSPORTATION SVC		0	0	0	0	32,963,871	0	32,963,871
OPERATING BUDGET BEFORE DEPRECIATION:		2,914,578	3,354,135	3,257,081	4,047,490	42,377,146	4,081,106	60,031,538
530-0-XX	Principal & Interest	0	0	24,553,552	0	0	0	24,553,552
540-0-XX	Fiscal Agent Charges	0	0	55,000	0	0	0	55,000
TOTAL DEBT SERVICE		0	0	24,608,552	0	0	0	24,608,552
DEPRECIATION & AMORTIZATION		0	0	0	0	7,500,000	0	7,500,000
TOTAL OPERATING BUDGET		2,914,578	3,354,135	27,865,633	4,047,490	49,877,146	4,081,106	92,140,090
600-0-10	Revenue Vehicles	0	0	0	0	2,050,000	0	2,050,000
600-0-12	Support Vehicles	0	0	0	0	40,000	0	40,000
600-0-36	Other Fixtures & Equip.	0	0	0	0	790,000	0	790,000
TOTAL NON-TRANSIT FIXED ASSETS		0	0	0	0	2,880,000	0	2,880,000
STREET & HIGHWAY PROJECTS								
	Preservation & Mobility Projects	0	0	0	68,641,109	0	0	68,641,109
	Capacity Improvement Projects	0	0	0	24,776,611	0	0	24,776,611
	Capital Contribution Projects	0	0	0	11,000,000	0	0	11,000,000
TOTAL STREET & HIGHWAY		0	0	0	104,417,720	0	0	104,417,720
CAPITAL BUDGET BEFORE ENTERPRISE FUND CAPITAL		0	0	0	104,417,720	2,880,000	0	107,297,720



REGIONAL TRANSPORTATION COMMISSION
 * BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020
 * REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
ENTERPRISE FUND CAPITAL								
111-1-10	Coaches	0	0	0	0	19,424,101	0	19,424,101
111-1-12	Support Vehicles	0	0	0	0	40,000	0	40,000
111-1-15	Revenue Collection & Counting Equip.	0	0	0	0	349,493	0	349,493
111-1-16	Communications Equipment	0	0	0	0	270,000	0	270,000
111-1-18	Surveillance/Security Equipment	0	106,213	0	0	75,000	0	181,213
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	0	1,479,532	0	1,479,532
111-1-31	Computer Hardware	0	45,500	0	0	0	0	45,500
111-1-32	Computer Software	0	9,000	0	0	0	0	9,000
111-1-36	Other Fixtures & Equipment	0	0	0	0	4,920,000	0	4,920,000
111-1-81	Building Improvements - Villanova	0	0	0	0	500,000	0	500,000
111-1-82	Building Improvements - Terminal	0	0	0	0	3,500,000	0	3,500,000
TOTAL ENT. FUND CAPITAL		0	160,713	0	0	30,558,126	0	30,718,839
TOTAL CAPITAL BUDGET		0	160,713	0	104,417,720	33,438,126	0	138,016,559
TOTAL FY 2020 BUDGET		\$2,914,578	\$3,514,848	\$27,865,633	\$108,465,210	\$83,315,272	\$4,081,106	\$230,156,649

**REGIONAL TRANSPORTATION COMMISSION
STREET AND HIGHWAY PROGRAM
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020**

	FISCAL YEAR 2018 ACTUAL	FISCAL YEAR 2019 BUDGET	FISCAL YEAR 2019 ESTIMATED	FISCAL YEAR 2020 BUDGET
REVENUES & SOURCES:				
Motor Vehicle Fuel Tax	\$ 81,179,894	\$ 86,639,885	\$ 87,550,038	\$ 91,878,987
Sales Tax	5,105,973	5,021,799	5,387,964	2,801,741
Regional Impact Fee - Cash	4,835,052	5,000,000	4,000,000	5,000,000
Regional Impact Fee - Offset Agreements	714,512	15,000,000	100,000	11,000,000
Federal Funding	30,625,099	32,332,376	17,389,823	18,726,905
Project Reimbursements	3,605,357	1,505,000	3,004,000	4,005,000
Investment Income	459,461	1,410,000	1,600,000	1,610,000
Miscellaneous Reimbursements	69,036	51,000	51,000	51,000
Other Financing Sources - Bond Proceeds	-	-	454,825	-
TOTAL REVENUES	126,594,384	146,960,060	119,537,650	135,073,633
Operating Transfers In	28,437,706	27,902,165	28,090,422	25,108,552
TOTAL OPERATING TRANSFERS	155,032,090	174,862,225	147,628,072	160,182,185
Beginning Cash/Fund Balance	141,884,311	104,261,631	114,777,825	120,595,191
TOTAL SOURCES	\$ 296,916,401	\$ 279,123,856	\$ 262,405,897	\$ 280,777,376
EXPENDITURES & USES:				
Preservation & Mobility Projects/Other	\$ 39,680,285	\$ 81,944,759	\$ 62,269,339	\$ 75,944,383
Capacity Projects/Other	84,442,349	26,291,555	8,890,524	25,466,049
RRIF Offset Agreements	714,512	15,000,000	100,000	11,000,000
Debt Service	27,438,217	27,457,216	41,440,422	24,608,602
Capital expenses	65,507	43,275	-	-
TOTAL EXPENDITURES	152,340,870	150,736,805	112,700,284	137,019,034
Operating Transfers Out	29,797,706	29,092,165	29,110,422	26,298,552
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	182,138,576	179,828,970	141,810,706	163,317,586
ENDING CASH/FUND BALANCE:				
Restricted for Capacity Projects	44,024,759	38,559,211	27,339,556	26,867,265
Restricted for Preservation & Mobility Projects	25,097,746	15,500,000	61,200,315	58,137,255
Restricted for Debt Service	45,655,320	45,235,675	32,055,320	32,455,270
TOTAL ENDING CASH/FUND BALANCE	114,777,825	99,294,886	120,595,191	117,459,790
TOTAL USES	\$ 296,916,401	\$ 279,123,856	\$ 262,405,897	\$ 280,777,376

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**REGIONAL TRANSPORTATION COMMISSION
PUBLIC TRANSIT & PARATRANSIT
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020**

	FISCAL YEAR 2018 ACTUAL	FISCAL YEAR 2019 BUDGET	FISCAL YEAR 2019 ESTIMATED	FISCAL YEAR 2020 BUDGET
REVENUES & SOURCES:				
Public Transportation Sales Tax	\$ 25,978,436	\$ 25,108,995	\$ 26,939,821	\$ 30,819,155
Passenger Revenues	5,971,370	6,392,104	5,544,936	5,875,855
Investment Income	70,321	220,000	272,000	220,000
Advertising	264,091	250,000	290,000	250,000
FTA - 5339 (Discretionary)	6,768	-	100,000	1,583,850
FTA - 5307 & CMAQ	5,699,000	17,179,376	8,760,000	25,305,940
FTA - 5309 (Discretionary)	2,459,631	-	4,700,000	10,520,500
FTA - 5310	334,218	195,296	560,788	515,776
FTA - Preventive Maint/ADA Paratransit Svc	4,029,412	4,520,000	4,780,000	5,200,000
State of Nevada - ETR/TA Grants/Medicaid	2,410,447	2,104,055	2,556,229	2,516,237
INTERCITY (CAMPO)	69,066	42,000	40,000	42,000
Miscellaneous Reimbursements	138,265	155,200	21,200	5,200
Asset Proceeds	8,578	25,000	5,000	25,000
Lease Income	435,459	350,779	399,240	399,972
TOTAL REVENUES	47,875,062	56,542,804	54,969,214	83,279,486
Beginning Cash/Fund Balance	20,508,179	23,342,204	20,586,557	20,986,391
TOTAL SOURCES	\$ 68,383,241	\$ 79,885,008	\$ 75,555,771	\$ 104,265,876
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Public Transit - RTC RIDE	\$ 25,769,143	\$ 31,018,516	\$ 27,217,338	\$ 36,808,670
Paratransit - RTC ACCESS	9,032,467	9,741,455	8,824,312	10,546,193
TOTAL OPERATING EXPENDITURES	34,801,610	40,759,971	36,041,650	47,354,863
NON-OPERATING EXPENDITURES				
Capital Outlay - Public Transit - RTC RIDE	12,518,691	16,598,439	18,347,731	30,718,839
Capital Outlay - Paratransit - RTC ACCESS	176,383	2,800,000	-	2,880,000
TOTAL NON-OPER. EXPENDITURES	12,695,074	19,398,439	18,347,731	33,598,839
TOTAL EXPENDITURES	47,496,684	60,158,410	54,389,381	80,953,702
Operating Transfers Out	300,000	210,000	180,000	210,000
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	47,796,684	60,368,410	54,569,381	81,163,702
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match	2,500,000	3,500,000	3,500,000	3,500,000
Restricted for Self Insurance	250,000	250,000	250,000	250,000
Restricted for Transit Operations	17,836,557	15,766,599	17,236,391	19,352,174
TOTAL ENDING CASH/FUND BALANCE	20,586,557	19,516,599	20,986,391	23,102,174
TOTAL USES	\$ 68,383,241	\$ 79,885,008	\$ 75,555,771	\$ 104,265,876

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REGIONAL TRANSPORTATION COMMISSION
MPO
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020

	FISCAL YEAR 2018 ACTUAL	FISCAL YEAR 2019 BUDGET	FISCAL YEAR 2019 ESTIMATED	FISCAL YEAR 2020 BUDGET
REVENUES & SOURCES:				
Investment Income	\$ 977	\$ 7,500	\$ 8,000	\$ 8,000
FHWA - Planning	965,572	2,915,490	943,016	3,228,236
Miscellaneous	-	1,000	500	1,000
Asset Proceeds	-	-	-	-
TOTAL REVENUES	966,549	2,923,990	951,516	3,237,236
Operating Transfers In - Sales Tax	300,000	210,000	180,000	210,000
Operating Transfers In - Fuel Tax	1,360,000	1,190,000	1,020,000	1,190,000
TOTAL REVENUES & OPERATING TRANSFERS	2,626,549	4,323,990	2,151,516	4,637,236
Beginning Cash/Fund Balance	776,815	490,644	1,177,352	198,285
TOTAL SOURCES	\$ 3,403,364	\$ 4,814,634	\$ 3,328,868	\$ 4,835,521
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Transportation Services - MPO	\$ 2,226,012	\$ 4,386,081	\$ 3,130,583	\$ 4,683,913
TOTAL OPERATING EXPENDITURES	2,226,012	4,386,081	3,130,583	4,683,913
NON-OPERATING EXPENDITURES				
Capital Outlay - MPO	-	-	-	-
TOTAL NON-OPER. EXPENDITURES	-	-	-	-
TOTAL EXPENDITURES	2,226,012	4,386,081	3,130,583	4,683,913
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match	1,177,352	428,553	198,285	151,608
TOTAL ENDING CASH/FUND BALANCE	1,177,352	428,553	198,285	151,608
TOTAL USES	\$ 3,403,364	\$ 4,814,634	\$ 3,328,868	\$ 4,835,521
5/7/19 10:33 AM				

**REGIONAL TRANSPORTATION COMMISSION
FY 2020 CAPITAL & GRANT BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2020**

PROJECT DESCRIPTION	FEDERAL AMOUNT	LOCAL MATCH	TOTAL BUDGET AMOUNT
RTC RIDE - ELECTRIC BUSES (17)	\$ 16,150,000	\$ 850,000	\$ 17,000,000
ELECTRIC BUS CHARGERS AND INSTALLATION	3,000,000	750,000	\$ 3,750,000
TERMINAL WAY REMODEL	2,560,000	640,000	\$ 3,200,000
RTC RIDE - VIRGINIA STREET BUSES (2)	1,145,500	1,278,601	\$ 2,424,101
PARATRANSIT VANS - CNG (17)	1,640,000	410,000	\$ 2,050,000
BUS SHELTERS, ADA IMPROVEMENTS, STOP AMENITIES	1,183,626	295,906	\$ 1,479,532
VILLANOVA UPGRADES (REPLACEMENTS)	1,113,000	237,000	\$ 1,350,000
RTC RIDE - FAREBOXES & BUS ACCESSORIES	387,594	96,899	\$ 484,493
COMPUTER HARDWARE & SOFTWARE	376,570	94,143	\$ 470,713
CNG COMPRESSOR	360,000	90,000	\$ 450,000
SUTRO GENERATOR	240,000	60,000	\$ 300,000
SUSTAINABILITY PROJECTS	240,000	60,000	\$ 300,000
CAPITAL PROJECT DESIGN CONSULTING	80,000	20,000	\$ 100,000
ELECTRIC BUS BATTERY STORAGE STUDY	80,000	20,000	\$ 100,000
NON-REVENUE CNG SUPPORT VEHICLES (2)	64,000	16,000	\$ 80,000
RTC RIDE INFOTRANSIT EQUIPMENT	48,000	12,000	\$ 60,000
TOTAL	\$ 28,668,291	\$ 4,930,549	\$ 33,598,839



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

A handwritten signature in black ink, appearing to read "Lee G. Gibson", is written over the printed name and title of the sender.

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

A handwritten signature in black ink, appearing to be "Lee G. Gibson", is written over the printed name and title in the "FROM:" field.

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
May 17, 2019 Board Meeting

Surface Transportation Reauthorization

RTC submitted its surface transportation reauthorization policy and project priorities to the congressional delegation. RTC's policy priorities includes changes to the Capital Investment Grant program, restoring funding for the Buses and Bus Facilities program, incentivizing public-private partnerships, enhancing Federal Transit Administration (FTA) resources for grantees, and addressing transportation innovation (connected and autonomous vehicles).

RTC's transit priorities include the Virginia Street Bus RAPID Transit Extension Project, RTC alternative fuels program, RTC Bus Maintenance Facility, research and innovation in development of autonomous transit vehicles. Highway project priorities include the Spaghetti Bowl improvements, US 395 widening, I-80 improvements, Pyramid Highway/US 395 Connector, and I-11.

BUILD Grant

The U.S. Department of Transportation (U.S. DOT) has released the Fiscal Year (FY) 2019 Better Utilizing Investments to Leverage Development (BUILD) grant notice of funding opportunity (NOFO). Applications must be submitted by 8:00 pm ET on July 15, 2019. The FY 2019 appropriations bill provided \$900 million for the BUILD program. For context, overall, applicants in 2018 requested more than \$10.9 billion in funding for a program appropriated at \$1.5 billion.

Highlights of this NOFO with noted changes compared to 2018 include:

- Not more than 50 percent of funds (\$450 million) may be awarded to projects located in urban and rural areas (rural area is a population equal to or less than 200,000). The FY 2018 NOFO stated it would allocate no less than 30% of funds to rural areas.
- Similar to the FY 2017 TIGER program, the FY 2019 BUILD program will give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas (this was a provision in FY 2019 appropriations; to use FY 2017 TIGER selection criteria).
- No more than \$90 million/10% of awards can be given to a single state.
- Primary and secondary selection criteria are largely the same as FY 2018 BUILD; please note additions under innovative technologies" starting on page 33 of the NOFO.
- The NOFO adds Executive Order 13858 on strengthening Buy American; therefore, if selected for an award, grantees must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project
- Under economic competitiveness, the NOFO adds a focus on assessing the impact of the project on Opportunity Zones.

Transit Security Grant

The U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) issued a NOFO for FY 2019 Transit Security Grant Program. FEMA expects to award \$88 million in total program funding. The deadline to apply is May 29, 2019. The purpose of this program is to support the implementation of security initiatives that will protect critical surface transportation infrastructure and the public from acts of terrorism, major disasters, and other emergencies on transit, intra-city bus, ferry, and passenger rail systems. Applicants are required to possess an updated security plan approved by any entities providing transit security and to participate in a Regional Transit Security Working Group.

Integrated Mobility Innovation Demonstration Program

FTA announced a NOFO for \$15 million for the Competitive Funding Opportunity: Integrated Mobility Innovation Demonstration Program. Applications will be accepted until August 6, 2019, at 11:59 p.m. ET. This notice brings together three program areas: Mobility on Demand Sandbox demonstrations; FTA's Strategic Transit Automation Research; and Mobility Payment Integration. There is no minimum or maximum award amount. The federal share of project costs under this program is limited to 80%.

The breakdown of the funding is as follows:

- MOD Sandbox Demonstration (\$8 million)
- Transit Automation (\$5 million); with \$3 million for Automated Advanced Driver Assistance Systems (ADAS) for Transit Buses and \$2 million for Automated Shuttles
- Mobility Payment Integration (\$2 million)

The program's goals are:

- Exploring new business approaches and emerging technology solutions that support transformational mobility services;
- Enabling communities to adopt innovative mobility solutions that enhance transportation efficiency and effectiveness; and
- Facilitating the widespread deployment of proven mobility solutions that foster expanded personal mobility.

Eligible applicants are public transportation agencies, state/local government DOTs, and federally recognized Indian tribes. Eligible project partners include, but are not limited to, bus manufacturers, shared-use mobility providers, automated vehicle technology providers, and universities.

Infrastructure

Speaker Pelosi and Minority Leader Schumer, among other members of House and Senate Democratic leadership, met with President Trump, Secretary Chao, and White House staff to try to set a path to pass an infrastructure bill. Trump told attendees that he likes the number \$2 trillion for an infrastructure plan. Every Democrat in the room pressed the President on what he was willing to do to cover the \$2 trillion price tag, including raising the gas tax and/or taxes on the wealthy. President Trump didn't engage on the question of how to pay for new infrastructure investments, and Democrats are waiting on him to propose something first. We anticipate a second meeting in three weeks to discuss funding.

Appropriations

House appropriators began writing FY 2020 spending bills. Appropriations Chairwoman Lowey is writing bills to coincide with spending limits in legislation written with Budget Committee Chairman Yarmuth. That bill hasn't come to a vote; however, the House adopted a resolution setting an overall discretionary top-line that matches the bill. Getting a head-start on the Senate in marking up appropriations bills, House Democrats believe they can exert some leverage on the spending caps discussion.

On May 8th, the House Appropriations Committee acted to advance the subcommittee spending limits. The 30-22 committee vote was along party lines with Republicans objecting to the fact that the division of \$1.295 trillion among the dozen subcommittees, which favors domestic programs over defense and homeland security, hasn't been agreed to by the GOP-controlled Senate and White House. The allocations, known as 302(b)s, include \$51 billion more in overall discretionary spending than was approved for FY 2019, or 4% above the current year. The Transportation-HUD appropriations account was allocated \$75.8 billion, a \$4.7 billion increase from FY 2019 appropriations. Subcommittee markups of individual FY 2020 bills have begun.

FTA Personnel

Alexander Poirot is now FTA Associate Administrator for Government Relations and Bailey Wood is FTA Associate Administrator for Communications. The previous FTA Associate Administrator for Communications and Congressional Affairs was promoted to the Federal Aviation Administration to serve in a similar role, and the FTA position was bifurcated to focus separately on Congress and public relations.

Alex Poirot, Associate Administrator for Government Relations

Prior to moving to FTA, Poirot served from 2011-2019 as Senior Policy Advisor to Congressman Rob Woodall (R-GA-7) where he was responsible for liaising with the Transportation & Infrastructure Committee along with a portfolio related to armed forces, veterans' affairs, foreign affairs, oversight, energy and commerce, judiciary, science, space, and technology. He also served as Woodall's Deputy Campaign Manager and briefly served as an Aide in the Georgia General Assembly. Alex graduated in 2010 with a B.A. in Speech Communication from the University of Georgia.

Bailey Wood, Associate Administrator for Communications

Bailey Wood became Director of Communications for FTA in April 2019 after serving as Vice President at The Farley Group - an advocacy and communications consulting firm. From 2014-2018, Wood served as Vice President of Communications for the National Stone Sand and Gravel Association where he led a team to advance the industry's strategic communications goals and state chapter relations. He was Senior Director of Legislative Affairs and Communications for the National Automobile Dealers Association from 2006-2014 where he led the creation of the first ever advocacy communications strategy covering a wide array of issues including financial services, environmental policies, intellectual property rights, tax and regulatory matters. Wood also worked as President of his own public affairs firm and in various U.S. House offices as Communications Director and Press Secretary. Offices included former Rep. Christopher Cox (R-CA) and former Rep. Paul Gillmor (R-OH). Bailey received a B.A. in Political Science from Syracuse University in 1995.

USDOT Personnel

Anne Reinke, who was most recently a top lobbyist at CSX, is now Deputy Assistant Secretary of Intergovernmental Affairs at U.S. DOT.

Morteza Farajian, a top official in the Virginia Department of Transportation, is now Executive Director of the Build America Bureau at U.S. DOT.

President Trump nominated John Kramer to be the Chief Financial Officer of the Department of Transportation and to be appointed Assistant Secretary for Budget and Programs. Mr. Kramer has served as Deputy Assistant Secretary for Budget and Finance in the Office of the Secretary at the Department of Transportation since December 2017. Prior to this role, he served as CFO/COO at Bailiwick Investments LLC, a private equity investment company with investments in the US in transportation, software, healthcare and consumer products; primarily aimed at start-up companies.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 5.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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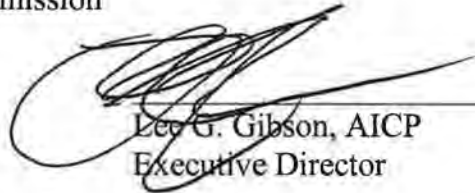
Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Doug Maloy, P.E.
Engineering Manager



Lee G. Gibson, AICP
Executive Director

SUBJECT: Agreement for Construction with Sierra Nevada Construction Inc. (SNC) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

RECOMMENDATION

Approve an Agreement for Construction Work between the RTC and Sierra Nevada Construction, Inc. (SNC) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project for a Guaranteed Maximum Price of \$47,693,185; authorize the RTC Executive Director to execute the agreement contingent upon RTC's receipt of a Letter of No Prejudice from the Federal Transit Administration (FTA) and the ability to issue Notice to Proceed #1 by May 31, 2019.

SUMMARY

RTC is delivering this project using the Construction Manager-at-Risk (CMAR) project delivery method authorized in Chapter 338 of the Nevada Revised Statutes. SNC is the CMAR. In the CMAR project delivery method, the general contractor is involved in the project during the design and pre-construction phase. The contractor works with the design team and other owner representatives to provide constructability reviews as well as advising on phasing, scheduling, risk and pricing issues for the purpose of delivering the project based upon the goals of the owner and overall project scope. Upon completion of the design and pre-construction phase, the contractor develops a final construction price proposal for review by the owner and the owner's independent cost estimator (ICE).

RTC and SNC have completed negotiations on the remaining portion of the construction work for the project. The construction work will primarily include reconstruction of the roadway, reconstruction and widening of sidewalks, construction of eight (8) RAPID stations and other associated improvements on South Virginia Street from Plumb Lane to Liberty Street and North Virginia Street (Maple Street to approximately 750 feet north of 15th Street). Nine (9) specific side streets connecting to South Virginia Street will also be reconstructed. The construction work does not include building abatement and demolition that will occur in the North Virginia Street portion of the project. The construction shall be in accordance with the plans and specifications prepared by Nichols Consulting Engineers (NCE). The project will be overseen by RTC Project Managers and Atkins North America Inc. will provide resident engineer and construction support services to oversee SNC work onsite.

In accordance with NRS 338.1696, the pricing methodology negotiated by the parties for the construction work is a “Guaranteed Maximum Price” of \$47,693,185 consisting of the cost of the work, a CMAR fee, a risk register account, and an owner contingency amount. The cost of the work is \$43,246,434 and the CMAR fee is 6.3% of the cost of the work (equal to \$2,724,525). The risk reserve account of \$1,472,226 provides a maximum amount of funds that SNC (the CMAR) can access if specifically identified events occur; the risk reserve account may or may not need to be expended depending on the occurrence or non-occurrence of those events. The owner contingency of \$250,000 provides funds that can be expended at the direction of the RTC Project Manager.

RTC’s independent cost estimator (ICE) was involved in the negotiations over the Guaranteed Maximum Price. RTC and its ICE conducted independent reviews of the plans, specifications and estimates of quantities at various design stages. RTC, the ICE, NCE and SNC conducted a series of workshops to discuss construction phasing, maintenance of traffic, access impact mitigation, public outreach and other key components of the project. Cost estimates were submitted at 30%, 90% and 100% design levels for review, comparison and discussion. The estimates were then either modified to reflect agreement on pricing assumptions or left as originally estimated.

At the conclusions of the negotiations, the difference between SNC’s final proposal for the cost of work and CMAR fee was roughly 7.6% higher than the ICE’s estimate. RTC staff has concluded that the Guaranteed Maximum Price is fair and reasonable because of the challenges and risks involved with construction of the project, and SNC’s success in performing the Agreement for Early Construction Work.

Any costs of the project in excess of the Guaranteed Maximum Price are the responsibility of SNC unless the cost increase qualifies as a “Compensable Delay” or “Compensable Event” under the terms of the contract and meets the criteria for a Change Order in the contract. The agreement also contains provisions allowing for potential cost savings resulting from value engineering.

On April 9, 2019, the RTC was allocated \$40 million from FTA’s Capital Investment Grant program for the Virginia Street RAPID Transit Extension Project. Staff anticipates that RTC will receive a Letter of No Prejudice by May 30, 2019, at the latest, which will allow RTC to enter into this agreement and issue Notice to Proceed #1 for the South Virginia Street portion of the project by May 31, 2019. It is anticipated that the FTA will then award the grant in July of 2019. Upon award of the grant, RTC would then be able to issue Notice to Proceed #2 for the North Virginia Street portion of the project sometime in spring 2020.

Upon execution of this agreement and issuance of Notice to Proceed #1, SNC will begin procurement of materials with an estimated construction start date of June 17, 2019, and completion in the fall of 2020. If RTC does not receive a Letter of No Prejudice from FTA by May 30, 2019, or otherwise cannot issue Notice to Proceed #1 by May 31, 2019, RTC will not execute the agreement and the construction work will need to be delayed until RTC does receive a Letter of No Prejudice. In that event, RTC and SNC will need to renegotiate various terms of the agreement which could result in significant project delays and cost increases to RTC.

FISCAL IMPACT

The project has been approved in the FY 2020 Program of Projects and funding for construction is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|------------------|--|
| July 20, 2018 | Approved a Construction Agreement for Early Work (Utility) between the RTC and Sierra Nevada Construction Inc., the Construction Manager At Risk (CMAR) for the Virginia Street Bus RAPID Extension Project. |
| July 20, 2018 | Approved a Professional Services Agreement (PSA) between the RTC and Atkins North America Inc. for Resident Engineer (RE) services (also referred to as Construction Management services) during construction for the Utility Relocation Phase of the Virginia Street Bus RAPID Extension Project. |
| June 15, 2018 | Approved Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |
| March 18, 2016 | Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative. |
| August 21, 2015 | Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project. |

- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

DRAFT 5/9/2019

AGREEMENT

for

CONSTRUCTION WORK

VIRGINIA STREET RAPID EXTENSION PROJECT

Between

REGIONAL TRANSPORTATION COMMISSION

OF WASHOE COUNTY

and

SIERRA NEVADA CONSTRUCTION, INC.

TABLE OF CONTENTS

AGREEMENT FOR CONSTRUCTION WORK

		<u>Page</u>
SEC. 1.	DEFINITIONS.....	2
SEC. 2.	NOTICE OF AWARD AND NOTICE TO PROCEED	9
SEC. 3.	SCOPE OF WORK	11
SEC. 4.	COMPLIANCE WITH CONTRACT DOCUMENTS; PROJECT MEETINGS	11
SEC. 5.	PROJECT SCHEDULE	12
SEC. 6.	CONSTRUCTION PRICE	16
SEC. 7.	INVOICING AND PAYMENT PROVISIONS	19
SEC. 8.	KEY PERSONNEL	24
SEC. 9.	SUBCONTRACTING PLAN AND SUBCONTRACTORS.....	25
SEC. 10.	INSURANCE	27
SEC. 11.	BONDS	27
SEC. 12.	INDEMNIFICATION	28
SEC. 13.	CHANGES	28
SEC. 14.	CATEGORIES OF CHANGES TO CONTRACT TIME/GUARANTEED MAXIMUM PRICE ...	30
SEC. 15.	PROCEDURES FOR CHANGES	37
SEC. 17.	HAZARDO	50
SEC. 18.	WARRANTIES RELATING TO THE WORK.....	52
SEC. 19.	PROJECT COMPLETION AND ACCEPTANCE	56
SEC. 20.	LIQUIDATED DAMAGES	62
SEC. 21.	RIGHT TO SUSPEND WORK AND TERMINATE CONTRACT	65
SEC. 22.	ALTERATIONS AND OMISSIONS	65
SEC. 23.	ISSUE AND DISPUTE RESOLUTION	66
SEC. 24.	ACCESS TO RECORDS AND AUDITS	67
SEC. 25.	ESCROW OF PRICING DOCUMENTS	68
SEC. 26.	EXCLUSION OF CONSEQUENTIAL DAMAGES	72
SEC. 27.	VALUE ENGINEERING CHANGE PROPOSALS	73
SEC. 28.	SUCCESSORS AND ASSIGNEES	76
SEC. 29.	INDEPENDENT CONTRACTOR.....	76

SEC. 30. GOVERNING LAW; COMPLIANCE WITH LAWS; AND CONSENT TO JURISDICTION	77
SEC. 31. CONTINUED EFFECT OF PRECONSTRUCTION SERVICES AGREEMENT	78
SEC. 32. SEVERABILITY	78
SEC. 33. NO THIRD PARTY BENEFICIARIES	78
SEC. 34. COUNTERPARTS; EFFECTIVE DATE	78

EXHIBITS

Exhibit A –Construction Plan

Exhibit B – CPM Schedule

Exhibit C – Working Day Calendar

Exhibit D – ROW Acquisition Schedule

Exhibit E – Detailed Cost of the Work, Schedule of Values, and TRO Rates

Exhibit F – Risk Register

Exhibit G – Key Personnel

Exhibit H – Subcontracting Plan

Exhibit I – DBE Provisions

Exhibit J – Indemnification and Insurance Requirements

Exhibit K – Federal Requirements

Exhibit L – Federal Certifications and Affidavits

**AGREEMENT FOR
CONSTRUCTION WORK**

This AGREEMENT is entered into this ____ day of _____, 2019 by and between the Regional Transportation Commission of Washoe County (RTC), a public entity of the State of Nevada, and Sierra Nevada Construction, Inc. (Contractor), a company authorized to do business in Nevada, for the provision of Construction Manager at Risk/General Contractor Services.

WHEREAS, pursuant to a competitive procurement process in accordance with Nevada State law (Request for Proposals (RFP) RTC No. 16-11), the RTC selected the Contractor to provide Pre-construction Services for the RTC's Virginia Street Rapid Extension Project (Project).

WHEREAS, the RTC and the Contractor entered into a Pre-Construction Services Agreement on August 24, 2016, which established the terms, conditions, and scope of work for the Pre-Construction Services and also provided that the Contractor may perform the construction work on the Project if the RTC and the Contractor were able to agree subsequently upon the Construction Price for that Work and other contract terms and conditions.

WHEREAS, the RTC and the Contractor entered into an Agreement for Early Construction Work on August 14, 2018 for the performance of advanced utility relocation and associated work.

WHEREAS, in accordance with the terms of the Pre-construction Services Agreement and applicable State law, the RTC and the Contractor have now negotiated and agreed upon a Construction Price for the balance of the construction work and the other terms and conditions to apply to that work.

NOW, THEREFORE, the RTC and the Contractor mutually agree as follows:

SEC. 1. DEFINITIONS

As used in this Agreement

Acceptance or Accepted. The term “Acceptance” and “Accepted” means written notice from the RTC indicating that a particular Contractor submittal, plan, or element of the Work appears to comply with the Contract Documents. Acceptance shall not (1) shift any risk to the RTC or relieve the Contractor of its obligations or liabilities under the Contract Documents; (2) be construed as a waiver by the RTC of any non-compliance or breach by the Contractor; or (3) be construed as a warranty by the RTC that the Contractor’s methods will succeed or will be the most efficient or economical method of accomplishing the Work.

Agreement or Construction Agreement. The terms “Agreement” and “Construction Agreement” mean this Agreement for Construction Work.

Change. The term “Change” means an alteration, modification, or addition to the Work or to this Agreement or the other Contract Documents.

Change Order. The term “Change Order” means a written order issued by the RTC that directs a Change to the Work or to the Contract Documents.

Changed Work. The term “Changed Work” means a specific element of the Work that is the subject of a Change.

CMAR Fee. The term “CMAR Fee” means the compensation to the Contractor for profit, G&A costs, home, branch and regional office overhead (including support staff), and other indirect and non-reimbursable cost items described in Section 111 of RFP RTC No. 16-11. The CMAR Fee Percentage used to calculate the CMAR Fee is six and three tenths percent (6.3%), as set forth in the Contractor’s Price Proposal in response to RFP RTC No. 16-11.

Compensable Delay. The term “Compensable Delay” means an Excusable Delay for which the Contractor is entitled to an equitable adjustment in the Construction Price and Contract Time, as further described in Section 14.

Compensable Event. The term “Compensable Event” means an action or event for which the Contractor is entitled to an equitable adjustment in Construction Price but not Contract Time, as further described in Section 14.

Construction Price. The term “Construction Price” means the total not-to-exceed amount, as agreed upon by the Parties, to be paid by the RTC to the Contractor for the completion of the Work. The Construction Price is the sum of the Cost of the Work, the CMAR Fee, the Risk Register Account, and the Owner Contingency, and constitutes a Guaranteed Maximum Price as defined herein.

Completion Deadlines. The term “Completion Deadlines” means the dates established in Section 5 for Substantial Completion, Punch List Completion, and Final Acceptance, as the case may be.

Contract Documents. The term “Contract Documents” means the entire set of terms, conditions, and requirements that collectively constitute the obligations of the Contractor in the performance of the Work, specifically including the following documents and materials, set forth hereafter in their order of precedence:

1. This Agreement
2. The Special Technical Specifications
3. The Supplemental General Provisions
4. The Plans
5. The Standard Specifications for Public Works Construction (SSPWC)
6. The Standard Details and NDOT Standard Plans
7. The Pre-Construction Services Agreement
8. RFP RTC 16-11, including all addenda thereto
9. The Contractor’s response to the RFP

Contract Time. The term “Contract Time” means the total number of Working Days, commencing on NTP#1, that the Contractor is allowed to achieve Substantial Completion of the Work.

Contractor. The term “Contractor” means Sierra Nevada Construction, Inc., the Contractor responsible for providing the Work under this Agreement.

CPM Schedule. The term “CPM Schedule” means the Contractor’s resource loaded schedule that includes the planned sequence of activities showing the interrelationships and dependencies of the elements that comprise the Work, i.e., individual tasks, number of days required to perform each task, and their logical relationship to complete the Work within the Contract Time. The CPM Schedule includes the entire Contract Time for the Project.

Cost of the Work. The term “Cost of the Work” means the price for time, materials, and related costs of the Work, as described in more detail in Exhibit E hereto.

Day or Days. The terms “Day” or “Days” means calendar days, unless otherwise specifically noted as “Working Days”.

Deficient and Deficiency. The terms “Deficient” and “Deficiency” mean any defect, unapproved deviation, omission, or other problem, relating to materials, workmanship, or construction, that results in the Work or a specified portion thereof not complying with the Contract Documents.

Excusable Delay. The term “Excusable Delay” means an act or event that causes an identifiable and measurable delay or disruption in the CPM Schedule and serves as the basis for an extension in Contract Time, as further described in Section 14.

Final Acceptance. The term “Final Acceptance” means written notice from the RTC accepting the Work and determining that all required tasks and elements of the Work have been completed in compliance with the requirements and standards in the Contract Documents, as evidenced in the Notice of Completion issued by the RTC.

FTA. The term “FTA” means the Federal Transit Administration.

Float. The term “Float” means the difference between the early completion time and the late completion time for an activity on the CPM Schedule. Neither the Contractor nor the RTC shall own the Float or any activity or group of activities in the schedule.

Force Majeure. The term “Force Majeure” means an extraordinary and unforeseen event or circumstance that is beyond the control of the Contractor, not due to any act or omission by the Contractor, and could not have been avoided by the exercise of due diligence by the Contractor, including but not limited to war, riot, crime or criminal acts, terrorism, epidemic, weather, labor disturbances, acts of a public enemy (foreign or domestic), or an event described by the legal term “act of God” (i.e., flood, tornadoes, earthquakes, volcanic eruption, discovery of a threatened or endangered species, or other unforeseeable conditions of nature), that prevents the Contractor from fulfilling its obligations under the Agreement.

Goods. The term “Goods” means equipment, materials, and products incorporated into or necessary to perform the Work, or otherwise furnished by the Contractor in accordance with the Contract Documents.

Guaranteed Maximum Price (GMP). The term “Guaranteed Maximum Price” or “GMP” means the maximum amount agreed upon by the RTC and the Contractor for performance of all of the Work, absent Change Orders. Under the GMP pricing mechanism, the Contractor is compensated for the actual costs incurred plus a fixed CMAR fee, subject to a ceiling price.

Governing Body of the Regional Transportation Commission of Washoe County or RTC Governing Body. The term “Governing Body of the Regional Transportation Commission of Washoe County” or “RTC Governing Body” refers to the elected representatives of the entities of Washoe County, Nevada, and the Cities of Reno and Sparks, Nevada, who make up the voting membership of the RTC.

Hazardous Material. The term “Hazardous Material” means any substance, product, waste, or other material, such as hydrocarbon products or asbestos, that is defined as “hazardous material”, “hazardous substances”, or “hazardous waste” under any applicable Federal or State statute or regulation.

Key Personnel. The term “Key Personnel” means the Contractor’s Project Manager, Safety Manager, Quality Manager, and Project Superintendent for the performance of the Work.

Midtown Segment. The term “Midtown Segment” means that portion of the Project from Station “SV” 11+24 to Station “SV” 73+54, including the Side Streets as defined herein, per the Project plans.

Notice to Proceed and NTP. The terms “Notice to Proceed” and “NTP” mean written notice from the RTC to the Contractor authorizing and directing the Contractor to proceed with the Work (or a specific portion thereof) under this Agreement.

Parties. The term “Parties” means the RTC and the Contractor.

Plans. The term “Plans” means the plans, profiles, design drawings, and diagrams which describe and delineate the standards and criteria for the Work.

Pre-construction Services Agreement. The term “Pre-construction Services Agreement” means the Agreement between the RTC and the Contractor for Pre-construction Services.

Pre-construction Services or Pre-construction Work. The terms “Pre-construction Services” or “Pre-construction Work” means the Pre-construction Services performed by the Contractor during the preconstruction phase of the Project pursuant to the Pre-construction Services Agreement

Project. The term “Project” means Virginia Street RAPID Extension Project.

Public Work. The term “Public Work” has the meaning given that term in NRS 388.010.

Punch List. The term “Punch List” means the list of items, as established by the RTC, that remain to be completed after Substantial Completion and constitute a condition on Final Acceptance. Punch List items are generally limited to minor incidental items of Work that must be completed as a condition of meeting all Agreement requirements, but have no adverse impact on safety, use, or operability of the Project.

Punch List Completion. The term “Punch List Completion” means the completion of all Punch List items established at Substantial Completion as pre-requisitions to Final Acceptance of the Work.

Regional Transportation Commission. The term “Regional Transportation Commission,” “RTC,” and “Commission” means the Regional Transportation Commission of Washoe County, the designated Metropolitan Planning Organization for Washoe County, Nevada.

Request for Proposals and RFP. The terms “Request for Proposals” and “RFP” mean RFP RTC No. 16-11 for the procurement of CMAR services for the Project.

Risk Register Events. The term “Risk Register Event” means the events, occurrences, or other items listed in Exhibit F hereto that may be the basis for a payment from the Risk Register Account.

RTC Executive Director. The term “RTC Executive Director” means the Executive Director of the RTC or the person designated in writing by the RTC Executive Director to carry out his or her duties under this RFP.

RTC Project Manager. The term “RTC Project Manager” means the individual designated by the RTC Executive Director to oversee the Work and administer the RTC’s responsibilities under the Agreement, as identified in Section 2D.

Side Streets. The term “Side Streets” means all streets connecting to South Virginia Street in the Midtown Segment included in the Project, per the Project plans.

State. The term “State” means the State of Nevada.

Subcontractor. The term “Subcontractor” means any person or entity that is performing a portion of the Work under an agreement with the Contractor, and includes subcontractors at any tier.

Subcontracting Plan. The term “Subcontracting Plan” means the Plan developed and submitted by the Contractor setting forth the program that the Contractor will follow in

establishing the bid and proposal packages and selecting Subcontractors for the construction of the Project.

Substantial Completion. The term “Substantial Completion” means completion of the Work (other than Punch List items) to the point at which the Project can be safely and effectively used by the public without further delays, disruption, or other impediments.

Supplier. The term “Supplier” means a person that supplies equipment, materials, or other Goods to the Contractor or a Subcontractor for the Project, but does not include a person who only transports or delivers Goods or other materials to the Site.

Time Related Overhead and TRO. The terms “Time-Related Overhead” and “TRO” mean Project office costs, Key Personnel, on-Site construction supervisory staff, on-Site administrative staff, and other specifically enumerated indirect and overhead costs associated with the time to perform the Work that are not included in the direct Cost of the Work in Exhibit E or in the CMAR Fee. TRO rates are set forth in Exhibit E.

Third Party. The term “Third Party” means the City of Reno, Washoe County, and any other government entity that enters into an agreement with the RTC relating to the Project or that has an approval role or other jurisdiction over any element of the Work.

UNR Segment. The term “UNR Segment” means that portion of the Project from Station “NV” 7+09 to Station “NV” 53+46, per the Project plans.

Work. The term “Work” means all of the administrative, professional, management, construction, capital improvement, services, and other duties and obligations to be furnished and provided by the Contractor for the Project, including all labor, Goods, materials, and equipment necessary to perform such Work in accordance with all requirements in this Agreement and the other Contract Documents.

Working Day. The term “Working Day” means a calendar day on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for the major part of the day (at least five (5) hours) with the normal working force engaged in performing the controlling item or items of Work which would be in progress at that time, exclusive, however, of Saturdays, Sundays, State

recognized holidays, City of Reno special event road work restricted days during “Hot August Nights” August 6 – 9, 2019 and August 4 – 7, 2020, inclusive and any day that is incumbent upon the Contractor, by means of a labor agreement, to observe as a holiday. However, if the Contractor elects to work on such days, those days will be considered as a Working Day, unless the Contractor, with advance notice to the RTC, elects to work on such a day to recover schedule and not treat it as a Working Day.

Working Day Calendar. The term “Working Day Calendar” means the calendar of Working Days available to the Contractor within which the Contractor must achieve Substantial Completion of the Work. The Working Day Calendar is attached as Exhibit C.

Worksite and Site. The terms “Worksite” and “Site” mean the area described in the Contract Documents for the performance of the Work, and includes (1) areas used as laydown and staging areas for the Project; (2) areas used for the storage of Project goods and materials; (3) field or Project office sites; and (4) vehicles used on the Site or for travel to and from the Site.

SEC. 2. NOTICE OF AWARD AND NOTICE TO PROCEED

A. Notice of Award. Within three (3) Days after this Agreement is approved by the RTC Governing Body, the RTC will issue a Notice to Award to the Contractor. Within forty-eight (48) hours after receipt of Notice of Award, the Contractor shall submit to the RTC the Proprietary Pricing Documents required under Section 25. Within five (5) Days after receipt of the Notice of Award, the Contractor shall submit to the RTC an executed copy of this Agreement, together with Certificates of Insurance for the coverages required under Section 10, the Bonds required under Section 11, and the CPM Schedule described in Section 5.

B. Notice to Proceed #1. Upon receipt of a Letter of No Prejudice from FTA and the submittals from the Contractor required under Subsection A, the RTC will execute this Agreement and issue NTP#1, if at all, by May 31, 2019 at the latest. The Contractor may not commence any Work prior to receipt of NTP#1. Upon receipt of NTP#1, the Contractor shall commence Work on the Midtown Segment and take all steps reasonably

necessary to achieve the Completion Deadlines set forth in Section 5C. In the NTP, the RTC may identify certain elements or portions of the Work where initiation of activities may be limited or deferred. Following the issuance of NTP#1, the Contractor shall submit to the RTC the plans and programs required under the Contract Documents, in accordance with the schedule established in the Contract Documents for such submittals.

C. Notice to Proceed #2.

(1) Pre-Conditions to NTP#2. The RTC will issue NTP#2 within ten (10) Days after both of the following have occurred:

(a) the RTC has received Federal funding from the FTA under FTA's Capital Investment Grant program, or has received a Letter of No Prejudice from FTA covering the UNR Segment; and

(b) the RTC has acquired all ROW needed for the construction of the UNR Segment, or if any parcel has yet to be acquired, the RTC has determined that the anticipated acquisition date of that parcel will not adversely impact the CPM Schedule for the UNR Segment.

(2) Commencement of Work. Upon receipt of NTP#2, the Contractor shall commence Work on the UNR Segment and take all steps necessary to achieve the Completion Deadlines set forth in Section 5C. The anticipated date of NTP#2 is April 1, 2020.

(3) NTP#2 Not Issued. If the pre-conditions set forth in paragraph (1) are not met and NTP#2 is not issued, the Parties' rights and obligations hereunder are limited to the Midtown Segment, and the RTC shall have no obligation to pay the Contractor for construction of, or any activities related to, any portion of the UNR Segment, and the Contractor shall have no obligation to construct any portion of the UNR Segment. In that event, the RTC shall determine, in its discretion and after consultation with the Contractor, the appropriate course of action to follow regarding the UNR Segment.

D. RTC Project Manager. In NTP#1, the RTC Executive Director will identify the RTC Project Manager, the RTC Resident Engineer, and the primary consultant firms responsible for construction/project management services. The RTC Executive Director reserves the right to change the RTC Project Manager and the RTC Resident Engineer during the course of this agreement. The RTC Project Manager will be responsible for the supervision, direction, control, and approval of the Work of the Contractor under this Agreement, except to the extent that the RTC Executive Director assigns specific responsibilities to the RTC Resident Engineer and provides the Contractor with prior written notice thereof. The Contractor shall not take any action on the basis of direction from any RTC employee or agent other than the RTC Project Manager or the RTC Resident Engineer, acting within the scope of their respective authority, and if the Contractor does take any such action it shall proceed at its own risk and expense.

SEC. 3. SCOPE OF WORK

The Contractor shall furnish all the Goods, materials, appliances, tools, and labor of every kind required, and shall construct, perform, and complete in the most substantial and skillful manner, all the Work in accordance with the Construction Plan identified in Exhibit A (subject to the issuance of both NTP#1 and NTP#2) on or before the Completion Deadlines in Section 5, for the Construction Price set forth in Section 6A, and in accordance with all other requirements in this Agreement and the other Contract Documents.

SEC. 4. COMPLIANCE WITH CONTRACT DOCUMENTS; PROJECT MEETINGS

A. Requirements for the Work. All Work of the Contractor shall be performed and completed in accordance with this Agreement and the other Contract Documents.

B. Project Meetings. The RTC and the Contractor shall conduct regular Project meetings, on a weekly basis, in accordance with the Contract Documents. The meetings shall be attended by the RTC Project Manager and key RTC staff and consultants and by the Contractor's Key Personnel, and by other RTC and Contractor personnel as appropriate. The meetings shall address current Project issues and shall include a review and update of the Contractor's progress in meeting the CPM Schedule. The RTC

or its consultant shall prepare minutes of all Project meetings and submit them to the Contractor within three (3) Working Days, and the Contractor shall have three (3) Working Days to review the minutes and provide any suggested clarifications or revisions.

C. Required Actions of Contractor. In any case in which the Contractor believes there is an ambiguity in the Contract Documents, the Contractor shall immediately submit that matter to the RTC's Project Manager who will clarify or adjust the same, in his or her reasonable discretion, and his or her decision in relation thereto will be final and conclusive upon the Parties.

D. Determinations by the RTC. If at any time the RTC Project Manager determines that an inconsistency or conflict exists in the Contract Documents, including inconsistencies relating to construction materials or use of equipment, the RTC Project Manager will determine the controlling requirements and instruct the Contractor to comply with such requirements. Promptly following receipt of such instructions, the Contractor shall submit its plan for compliance to the RTC Project Manager.

E. Disputes. In the event that the Contractor disagrees with the RTC Project Manager's determination, the Contractor shall have the right to submit the issue to issue/dispute resolution under Section 23, but shall in all cases proceed with the Work in compliance with the RTC Project Manager's determination and instructions pending resolution of the dispute.

SEC. 5. PROJECT SCHEDULE

A. Contract Time. Time is of the essence in this Agreement. Contract Time shall commence on the date of issuance of NTP#1. The Contractor agrees to commence Work promptly on the issuance of NTP#1 and NTP#2, respectively (as described in Section 2 hereof), to perform Work diligently and in a timely manner in accordance with the CPM Schedule, as Accepted by the RTC, and to complete the Work in accordance with each of the Completion Deadlines in Subsection C hereof. The Contractor shall not perform any Work prior to receipt of the applicable NTP.

B. CPM Schedule. By the time specified in Section 2A, the Contractor shall prepare and submit to the RTC, for its review and Acceptance, a detailed resource loaded CPM Schedule required under this Agreement and the other Contract Documents. The CPM Schedule shall (1) include a schedule for the Midtown Segment and a schedule for the UNR Segment; (2) indicate planned milestone dates for completing all tasks required for the Work; (3) include delivery dates for all required Contractor plans, programs, and other deliverables; and (4) provide dates for the RTC inspections and approvals. Following the RTC's Acceptance of the CPM Schedule, the Contractor shall submit monthly reports to the RTC, which shall include a comparison of the actual schedule to the CPM Schedule. The CPM Schedule, as Accepted by the RTC, is a binding part of this Agreement, and will become Exhibit B hereto. The RTC's Acceptance of the Contractor's CPM Schedule shall not operate to modify any of the Completion Deadlines set forth in Subsection C below.

C. Completion Deadlines. The Contractor shall carry out and complete the Work in accordance with the following Completion Deadlines:

(1) Substantial Completion Deadlines for Midtown Segment.

(a) Station "SV" 11+24 to Station "SV" 27+50 north of Mount Rose (and Side Streets). The Contractor shall achieve Substantial Completion of this Work within one hundred twenty one (121) Working Days from the issuance of NTP#1 pursuant to the Working Day Calendar.

(b) Station "SV" 11+24 to Station "SV" 73+54 (and Side Streets). The Contractor shall achieve Substantial Completion of the Work for the entire Midtown Segment within three hundred seventy one (373) Working Days from the issuance of the NTP#1 pursuant to the Working Day Schedule.

(2) Substantial Completion Deadline for UNR Segment. The Contractor shall achieve Substantial Completion of this Work within one hundred (119) Working Days from the issuance of NTP#2 pursuant to the Working Day Schedule.

(3) Substantial Completion Deadline for Project. The Contractor shall achieve Substantial Completion of all Work within three hundred seventy one (373) Working

Days from the issuance of the NTP#1 or within one hundred (119) Working Days from the issuance of NTP#2, whichever is later.

(4) Punch List Completion Deadlines. Following Substantial Completion of each portion of the Work identified in Paragraphs (1), (2), and (3) above, the Contractor shall complete all the items on the applicable Punch List and achieve Punch List Completion within thirty (30) Working Days after the date on which Substantial Completion occurs. The Parties may, by mutual written agreement, elect to consolidate the Punch List Completion process rather than completing a separate Punch List following Substantial Completion of each portion of the Work.

(5) Final Acceptance Deadline. The Contractor shall achieve Final Acceptance thirty (30) Days after the date on which Punch List Completion of the Project occurs.

D. Changes to Schedule. Following the RTC's Acceptance of the CPM Schedule, no changes to the CPM Schedule may be made without the Acceptance of the RTC. If any requested change to the CPM Schedule is not Accepted by the RTC, the Contractor acknowledges that the CPM Schedule shall be maintained.

E. Delays.

(1) Notice Requirement. When the Contractor has knowledge that any actual or potential situation will delay or threaten to delay the timely performance of the Work in accordance with the CPM Schedule, the Contractor shall, within two Working Days, give written notice thereof to the RTC, including all relevant information concerning the actual or potential delay.

(2) Recovery Schedule. If the delay noticed under Paragraph (1) may delay the completion of the Work by the Completion Deadlines in Subsection C hereof, then the Contractor shall, within ten (10) Days after its delay notice, prepare and submit to the RTC, for its review and approval, a Recovery Schedule demonstrating the Contractor's proposed plan for regaining lost time, minimizing the impact of delay events, and achieving the original CPM Schedule milestones to the maximum extent feasible. Upon RTC Acceptance of the Recovery Schedule, the Contractor shall incorporate such schedule into a revised CPM Schedule and deliver it to the RTC.

F. Extensions in Time. In the event of an Excusable Delay, the time for the performance of the Work may be extended by a Change Order issued in accordance with this Agreement and the Supplemental General Provisions and SSPWC, or by a written amendment to this Agreement. Except for Excusable Delays and/or Compensable Delays, the RTC shall have no obligation to extend a Completion Deadline and the Contractor shall not be relieved from its obligation to meet all Completion Deadlines.

G. ROW Acquisition Schedule

(1) Acquisition Schedule. The RTC has developed a preliminary schedule for the acquisition of right-of-way (ROW) needed for the Project, set forth in Exhibit D hereto, which identifies the ROW parcels to be acquired and the estimated acquisition dates. The Contractor shall review such Schedule and take it into account in developing its CPM Schedule under Subsection B hereof.

(2) Acquisition Timing and Access. The RTC shall be responsible for acquiring ROW and for providing the Contractor with access to each parcel listed in the ROW Acquisition Schedule. The Contractor shall structure the CPM Schedule to provide reasonable work-arounds and re-sequencing to progress the Project until the actual access date for each parcel and to reasonably minimize dependence on the acquisition process.

(3) Unavailability of Parcels. The RTC shall promptly notify the Contractor in writing if it becomes apparent that the RTC will not be able to obtain timely access to any parcel included in the ROW Acquisition Schedule. The Contractor shall take action as reasonably necessary and appropriate to attempt to accommodate that unavailability, including rescheduling or re-sequencing Work so as to avoid any delay to the overall CPM Schedule.

(4) Notice of Schedule Impact. As a necessary condition to obtaining any increase in the Contract Price or extension in any Completion Deadline based on an RTC delay in delivery of access to a parcel, the Contractor shall, within ten (10) Days after it is advised of a projected delay, provide the RTC with a written time impact analysis identifying the impact of the ROW parcel availability on the CPM Schedule. The

Contractor shall include in that analysis the specific work-arounds or re-sequencing it intends to pursue to minimize the impact of such delay.

(5) Eligibility for Change. An unavoidable delay to the CPM Schedule that is directly attributable to a delay in providing access to a parcel in the ROW Acquisition Schedule will be considered an RTC-caused delay. If such a delay occurs, the Contractor shall take all reasonably appropriate steps in an attempt to minimize the cost and time impact thereof. The Contractor shall be responsible for establishing how the delay is unavoidable and for providing a Cost and Schedule Proposal in accordance with Section 15 hereof.

SEC. 6. CONSTRUCTION PRICE

A. Agreement on Construction Price. The RTC and the Contractor have agreed upon a Construction Price for completion of all elements of the Work in a total amount not-to-exceed \$47,693,185. The Construction Price is a Guaranteed Maximum Price (GMP), which consists of the following: (1) the Cost of the Work in the amount of \$43,246,434; (2) the CMAR Fee of six and three tenths percent (6.3%) in the amount of \$2,724,525; (3) a Risk Register Account in the amount of \$1,472,226; and (4) an Owner Contingency in the amount of \$250,000. The Cost of the Work is the sum of the Midtown Segment Cost of the Work in the amount of \$30,129,399 and the UNR Segment Cost of the Work in the amount of \$13,117,034.

B. Key Principles of Construction Price. The key principles governing Construction Price are as follows:

(1) Nature of Price. The Construction Price set forth in Subsection A is the maximum amount payable to the Contractor for the Work, absent the issuance of a Change Order in accordance with this Agreement. However, the Contractor is not guaranteed payment of the full amount of the Construction Price. The amount actually paid to the Contractor may be lower than the Construction Price due to factors such as (a) total amount in the Risk Register Account is not needed; (b) total amount in the Owner Contingency is not needed; or (c) the price is reduced through deductive Change Orders.

(2) CMAR Fee. The amount reimbursable under this Agreement for the CMAR Fee will be the amount set forth in Subsection A(2) above, without regard to the final Cost of the Work; provided that if NTP#2 is not issued and the UNR Segment is not constructed, or if the Contractor defaults or this Agreement is otherwise terminated such that the Work is not completed, the RTC will make an appropriate pro rata reduction in the amount of the CMAR Fee.

(3) Cost Principles. In order to be reimbursable under this Agreement, costs must be allowable, allocable, and reasonable under the cost principles in FAR Part 31.

C. Items included in Price. Except as modified by RTC Change Orders, the Construction Price in subsection A hereof is the maximum amount to be paid to the Contractor for all costs necessary to complete the Work, whether stated or reasonably implied in this Agreement or the other Contract Documents, including:

- (1) all labor (including salaries, wages, and benefits), Goods, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs without limitation;
- (2) the performance of each and every portion of the Work;
- (3) the cost of obtaining all government permits and approvals (other than those that are the responsibility of the RTC);
- (4) the cost of compliance with all applicable Federal and State laws and regulations and all applicable local ordinances;
- (5) the payment of all taxes, duties, transport costs, and permit costs associated with the Work; and
- (6) the CMAR Fee.

D. Use of Risk Register Account. The Risk Register Account shall be available for the Risk Register Events identified in Exhibit F. The Risk Register Events may have a cost impact, schedule impact, or both. The amount paid in connection with a specific Risk Register Event may be less than or greater than the amount stipulated for that Event in Exhibit F, but the total amount paid for all Risk Register Events may not exceed

the total amount in the Risk Register Account, as set forth in Subsection A(3) above. Any payment from the Risk Register Account shall require the prior written approval of the RTC. A Risk Register Event that has a material effect on the CPM Schedule may be the basis for an Excusable Delay under Section 14 of this Agreement, if the Contractor satisfies the requirements for a Change Order under Sections 14 and 15 hereof. If a Risk Register Event occurs during performance of the Work, the Contractor may make application to the RTC for payment from the Risk Register Account in accordance with the following:

(1) Any such request shall be accompanied such cost and pricing data and other supporting information as the RTC may reasonably require, including a Cost and Schedule Proposal as described in Section 15.

(2) Costs shall be calculated in accordance with the provisions for establishing costs associated with a Change under Section 16 hereof.

(3) The basis for compensation for Risk Register events may be lump sum price, unit prices, or time and materials, as determined by the RTC Project Manager.

(4) The Risk Register Account may only be used for eligible project costs that satisfy the cost principles in Subsection B(3) above.

E. Use of Owner Contingency. The Owner Contingency shall be available, at the discretion of the RTC Project Manager, for modifications or additions to the scope of the Work or related actions or events that arise during the implementation of the Project. If the RTC determines that use of the Owner Contingency is appropriate for a specific action or event, payment shall be made in accordance with the following:

(1) Upon request by the RTC, the Contractor shall promptly provide such cost and pricing data and other supporting information as the RTC may reasonably require, including a Cost and Schedule Proposal as described in Section 15.

(2) Costs shall be calculated in accordance with the provisions for establishing costs associated with a Change under Section 16 hereof.

(3) The basis for compensation may be lump sum price, unit prices, or time and materials, as determined by the RTC Project Manager.

(4) The Owner Contingency may only be used for eligible project costs that satisfy the cost principles in Subsection B(3) above.

F. Cost Overruns. If the Contractor incurs costs in excess of the Construction Price (as it may be modified by Change Orders), the Contractor shall be solely responsible for the payment of those costs and shall not be entitled to any additional compensation from the RTC unless the event giving rise to those excess costs constitutes a Compensable Event or Compensable Delay under Section 14 hereof and the Contractor otherwise satisfies the requirements for a Change Order under that Section. Contractor acknowledges that it i) bears the full economic risk of any cost overruns on the Project; ii) will have no ability to recover cost overruns from RTC for any reason; and iii) cost overruns may exceed any profits Contractor expects to realize on the Project.

G. Cost Underruns. If the Contractor completes the Work for less than the GMP set forth in Subsection A above, the RTC may, in its discretion and pursuant to NRS 338.1697, allow the Contractor to share in the difference between the GMP and the actual price for construction of the Project.

SEC. 7. INVOICING AND PAYMENT PROVISIONS

A. Submittal and Payment. The Contractor shall submit invoices to the RTC on a monthly basis. The RTC shall pay invoices (except for any contested portions thereof) within thirty (30) Days after receipt of a proper invoice from the Contractor. All invoices should be sent to the attention of the RTC Project Manager, with a copy to the Finance Department, and shall contain the following information:

- (1) The Agreement Name and Purchase Order Number.
- (2) The specific elements of the Work that were performed during the prior month or other applicable period.
- (3) Any milestones achieved during the prior month.
- (4) Progress of the Work, as measured under the CPM Schedule.
- (5) A separate identification of any additional Work outside the original scope of Work (i.e. additional scope) which has been approved by the RTC. Documentation of

the prior written approval received from the RTC for Additional Work (if any) shall be attached to this cost breakdown.

B. Progress Payments.

(1) Payments for Progress of Work. As the Work progresses in accordance with this Agreement and in a manner that is satisfactory to the RTC, the RTC hereby agrees to make periodic payments to the Contractor for Work completed based upon a progress payment schedule and Schedule of Values, which payment schedule shall be initially submitted by the Contractor within fifteen (15) Days after NTP#1. The Contractor shall, once in each month and on such day as may be agreed upon by the Contractor and the RTC, make a progress report of Work done and of material which has actually been put in place in accordance with the terms and conditions of this Agreement during the preceding month and compute the value thereof.

(2) Mobilization. The RTC will pay the Contractor the amount included in the Construction Price for mobilization in three (3) equal amounts, as part of the Contractor's first three (3) applications for progress payments. The RTC may, in its sole discretion, withhold all or a portion of such mobilization payments until it has received and Accepted the CPM Schedule under Section 5 hereof.

C. Retention.

(1) Amount of Retention. The RTC shall withhold, from each progress payment, retention of five percent (5%) of the amount billed as part of the security for the fulfillment of requirements of this Agreement and completion of the Work. After fifty percent (50%) of the Work, as calculated under the Schedule of Values comprising the Cost of the Work, has been completed in an acceptable manner, the RTC may, in its discretion, reduce the retention from future progress payments to less than five percent (5%) or elect to no longer withhold retention. Any retention remaining in the possession of the RTC upon Final Acceptance shall be released to the Contractor when all requirements for Final Payment under subsection G hereof have been satisfied and when the Contractor has executed the written release required under subsection H hereof.

(2) Interest. Amounts retained by the RTC under Paragraph (1) shall be deposited in an interest bearing account. The RTC will pay interest to the Contractor on such deposited amounts, at the end of each quarter throughout the Work, at the rate provided in NRS Chapter 338 for interest payments on retention in Public Works projects. The Contractor, shall, within ten (10) Days after receipt of such interest payments from the RTC, pay to each Subcontractor that portion of the interest to which it is due under NRS 338.550. No interest will be paid on funds withheld for defective work not remedied, on funds held as a result of third party claims for failure to make proper payments to Subcontractors or Suppliers for labor, Goods, materials, or equipment, including work, Goods, materials, or equipment still to be furnished or installed.

D. Reservation of Rights.

(1) Right to Withhold and Recover. The RTC shall have the right to withhold payment, or to recover funds from amounts paid, for any Work (or portion thereof) not performed in accordance with this Agreement or the other Contract Documents, for any Work found Deficient, for any Work not supported by appropriate documentation or other information, or for any Work that is the subject of a dispute between the Contractor and the RTC. The RTC also may withhold all or any portion of a progress payment otherwise due if and so long as the Contractor does not comply with any lawful or proper direction concerning the Work or material given by the RTC Project Manager, or for the failure of the Contractor to submit a Recovery Schedule in accordance with Section 5E(2). The RTC shall notify the Contractor of any such withholding and provide the Contractor the opportunity to correct the Work in question or to correct or supplement the invoice, as applicable.

(2) No Waiver. Neither payment of amounts due by the RTC nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim by the RTC for errors or omission in invoices or payments.

(3) Audits. The RTC may also make adjustments to the amount due the Contractor on the basis of the results of an audit conducted by the RTC or its representatives.

E. Extra Work. Extra work outside the scope of the Work that is directed by the RTC shall be compensated for an amount that the parties mutually agree to in advance or that is otherwise established pursuant to Section 16, and such amount will be invoiced and paid in accordance with the terms hereof. The Contractor shall not be entitled to compensation for any such extra work unless the Contractor has obtained prior written authorization in the form of a Change Order executed by the RTC.

F. Prompt Payment to Subcontractors.

(1) Requirement. The Contractor shall comply with the prompt payment to Subcontractors requirements set forth in NRS Chapter 338.

(2) Payment for Satisfactory Work. The Contractor shall make payment to each Subcontractor for satisfactory performance of its Work no later than ten (10) Days after receipt of payment from the RTC that covers that Work. For purposes of this subsection, “satisfactory performance” means that all of the tasks called for in the applicable Subcontract have been satisfactorily accomplished and completed by the Subcontractor.

(3) Subcontractor Retention. The percentage of retention withheld from each Subcontractor may not exceed the percentages specified in Subsection B(3) above. After satisfactory performance of a Subcontractor’s Work, the Contractor shall make full payment of such Subcontractor’s retainage within ten (10) Days after the RTC releases such retainage to the Contractor.

(4) No Retainage. If the RTC does not withhold retainage from the Contractor, the Contractor may not withhold retainage from its Subcontractors.

(5) Delay in Payment. The Contractor may only delay or postpone any payment obligation to any of its Subcontractors for services provided under this Agreement if the Contractor demonstrates to the satisfaction of the RTC that good cause exists for such a delay or postponement. Any concurrence by the RTC that good cause exists for the delay or postponement of the Contractor’s payment obligation to its Subcontractor must be made in writing prior to the time when payment to the Subcontractor would have been otherwise due.

G. Submittal of Deliverables and Final Payment. The Contractor agrees that its right to receive the final payment pursuant to this Agreement is contingent upon:

(1) submittal of all deliverables due and completion of all Work required under the scope of Work;

(2) the RTC's determination that (a) such deliverables and Work satisfy the requirements of this Agreement and the other Agreement Documents; and (b) any overpayment or unsubstantiated billing or payment has been reconciled to the satisfaction of the RTC;

(3) the RTC's filing of a Notice of Completion for the Project; and

(4) the Contractor's execution of a release in accordance with subsection H of this Section.

If the RTC fails to make such determinations and does not approve any or all such deliverables, the Contractor shall revise the deliverables or correct the Work to RTC's satisfaction and approval, at no additional expense to the RTC. The RTC shall have the right to withhold, in its reasonable discretion, any or all of the Contractor's final payment until the RTC approves all of Contractor's deliverables.

H. Execution of Release. Final payment of the Contractor for the Work shall be conditioned on the Contractor's execution and delivery of a written release, satisfactory in form and substance to the RTC, releasing the RTC from all claims, liens, or outstanding debts (hereinafter "claims") of the Contractor and its Subcontractors and suppliers under this Agreement, and certifying that:

(1) all Subcontractor and supplier claims that are known or reasonably should be known by the Contractor either:

(a) have been fully resolved; or

(b) if not fully resolved, will be the sole responsibility of the Contractor and the RTC will be held harmless from any liability therefore;

(2) the Contractor has no reason to believe that any party has a claim against the Contractor or the RTC relating to the Work that has not been asserted at the time of the Contractor's certification and release; and

(3) all warranties provided under this Agreement or the other Contract Documents are in full force and effect in accordance with their terms.

I. No Estoppel.

(1) In General. The RTC shall not be precluded or estopped by any final payment to the Contractor:

(a) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(b) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages. The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

SEC. 8. KEY PERSONNEL

A. Responsibility of Contractor. In performing the Work, the Contractor shall utilize the professional expertise and experience of the Key Personnel listed in Exhibit G, as necessary and appropriate, throughout the period of performance of this Agreement.

B. No Replacements without Approval. The Key Personnel used by the Contractor for the Work shall be the same individuals as identified in its proposal in response to RFP RTC No. 16-11 for the Work, unless otherwise agreed to in writing by the RTC. The Contractor shall not replace or remove its Project Manager or any of the other Key

Personnel listed in Exhibit G during the term of this Agreement without the prior written Acceptance of such action by the RTC.

C. Substitution of Key Personnel.

(1) Contractor Responsibility. In the event the Contractor is unable to provide the services of, or replaces, any of the Key Personnel, the Contractor shall be responsible for providing, within thirty (30) Days, replacement personnel for the performance of the specific items of Work involved, whose expertise and experience are equivalent to that which would have been provided by the originally listed personnel. The Contractor shall submit any such substitute Key Personnel to the RTC for its prior review and written Acceptance, which shall not be unreasonably withheld.

(2) Costs. The Contractor shall be responsible for any additional costs caused by the substitution of Key Personnel for those listed in Exhibit G. In no event shall any substitution of personnel result in an increase in compensation to be paid by the RTC under this Agreement. In addition, if any Key Personnel position remains vacant for more than thirty (30) Days, the RTC reserves the right to withhold an appropriate amount (based on the compensation for the position involved) from payments otherwise due to the Contractor.

D. Liquidated Damages. If the Contractor replaces or removes any Key Personnel in violation of this Section, or fails to provide substitute Key Personnel as required by this Section, it will be assessed liquidated damages in accordance with Section 20D.

E. Removal. The RTC Project Manager shall have the right to demand the removal by the Contractor of any of the Key Personnel, for reasonable cause and by advance written notice.

SEC. 9. SUBCONTRACTING PLAN AND SUBCONTRACTORS

A. Subcontracting Plan. The Subcontracting Plan submitted by the Contractor during the Pre-construction Services Agreement and Accepted by the RTC is an essential element in the performance of the Work under this Agreement. All Work must be performed in accordance with the Subcontracting Plan, and in accordance with the

provisions relating to subcontracting in NRS Chapter 338 and Nevada Administrative Code (NAC) 338. The Subcontracting Plan shall include self-performance by the Contractor in the amount stated in its Accepted Subcontracting Plan, but in no event less than twenty-five percent (25%) of the estimated cost of construction, as required by NRS 338.16985. Any revisions to the Accepted Subcontracting Plan must be specifically Accepted by the RTC in writing. The Subcontracting Plan is attached hereto as Exhibit H.

B. Subcontractors.

(1) Qualification and Selection. All Subcontractors performing work on Project shall be qualified and selected in accordance with the requirements of NRS 338.16991 and 338.16995 and relevant provisions of NAC 338. . The Contractor may not remove a Subcontractor listed in the Accepted Subcontracting Plan, or substitute Subcontractors, without the prior written Acceptance of the RTC.

(2) Subcontract Terms. The RTC reserves the right to review the standard subcontract used by the Contractor for the performance of Work under this Agreement.

(3) Administration of Subcontracts. The Contractor shall be fully responsible to the RTC for all acts and omissions of its Subcontractors and their employees. Nothing in this Agreement or any subcontract, or in the RTC's Acceptance of the Subcontracting Plan, shall operate to create any privity of contract between the RTC and any Subcontractor or to create any duty, obligation, or liability on the part of the RTC to any Subcontractor, except to the extent required by law. The Contractor shall have the sole responsibility for resolving bid protests by prospective Subcontractors and for promptly settling any disputes with its Subcontractors or between or among its Subcontractors.

C. Compliance. Compliance with the Subcontracting Plan is a mandatory requirement of this Agreement. The Contractor shall provide monthly reports to the RTC documenting its compliance. Any material failure to comply with the Accepted Subcontracting Plan may constitute a breach of this Agreement and may result in a termination for default.

D. DBE Provisions. The Contractor shall comply, throughout the performance of the Work, with the DBE provisions set forth in Exhibit I hereto and with the Assurance of

Compliance with Disadvantaged Business Enterprise Participation submitted by the Contractor in its proposal in response to RFP RTC No. 16-11. The combined DBE goal established for this Work is two percent (2%). Failure to comply with the DBE provisions may give rise to sanctions by the RTC as provided in Exhibit I.

SEC. 10. INSURANCE

The Contractor shall provide insurance for the Work in accordance with the insurance requirements in Exhibit J hereto. Certificates of Insurance shall be submitted to the RTC within ten (10) Days after the Contractor receives Notice of Award.

SEC. 11. BONDS

A. Performance Bond. The Contractor shall provide and continuously maintain for the term of this Agreement a Performance Bond in the amount of one hundred percent (100%) of the Construction Price set forth in Section 6 which guarantees faithful performance of the Work and any changes thereto. The Performance Bond must be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada, and having an A.M. Best Co. "Best's Rating" of A- or better and Class VIII. The cost of the Performance Bond is included in the Cost of the Work set forth in Section 6. The Contractor shall deliver the Performance Bond to the RTC within ten (10) Days after receipt of Notice of Award from the RTC and before any Work commences.

B. Labor and Material Payment Bond. The Contractor shall provide and continuously maintain for the term of this Agreement a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Construction Price set forth in Section 6 that guarantees payment for all labor and materials furnished in accordance with this Agreement and any changes thereto. The Labor and Material Payment Bond shall be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada, and having an A.M. Best Co. "Best's Rating" of A- or better and Class VIII. The cost of the Labor and Material Payment Bond is included in the Cost of the Work set forth in Section 6. The Contractor shall deliver the

Labor and Materials Payment Bond to the RTC with ten (10) Days after receipt of Notice of Award from the RTC and before any Work commences.

SEC. 12. INDEMNIFICATION

The Contractor shall indemnify the RTC and the other named indemnities in accordance with the indemnification requirements in Exhibit J hereto.

SEC. 13. CHANGES

A. Purposes for Which Change Orders May Be Issued. Change Orders may be issued by the RTC for the following purposes (or combination thereof):

- (1) to modify the Scope of the Work;
- (2) to revise a Completion Deadline and/or extend the Contract Time;
- (3) to revise the Construction Price; or
- (4) to revise other terms and conditions of this Agreement or the other Contract Documents.

All Changes must be issued in writing and executed by the RTC Executive Director. Oral Change Orders are not permitted and are not binding. Change Orders shall be subject to the following provisions of this Section and Sections 14, 15, and 16 hereof, and to applicable provisions in the SSPWC.

B. Issuance of Change Orders.

(1) Right of the RTC. The RTC may, at any time and from time to time, without notice to any surety, authorize and/or direct changes in the Work within the general scope of the Contract Documents by issuance of a Change Order. Upon receipt of a Change Order, the Contractor shall promptly proceed with the Work in accordance with the direction in the Change Order and with the applicable conditions in this Agreement and the other Contract Documents. All additions, deductions, or changes to the Work as directed by Change Orders shall be carried out under the applicable conditions of this Agreement and the other Contract Documents.

(2) Bilateral and Unilateral Changes. If a Change is agreed upon by the Parties, whether it originated as a Change Order, Request for Change, resolution of claim, or under any other term of this Agreement allowing for a Change, the Parties shall execute a bilateral Change Order. If the Parties do not agree upon the terms of a Change (such as the time or compensation to be provided), the RTC may nonetheless issue a unilateral Change Order, and the Contractor, subject to its rights to pursue dispute resolution under Section 23, shall promptly and diligently comply with that Change Order notwithstanding such disagreement.

(3) Contractor Request for Change.

(a) Completion Deadlines. The Contractor may request a Change to extend a Completion Deadline or Contract Time only for the specific Excusable Events and/or Compensable Delays described in Section 14.

(b) Construction Price. The Contractor may request a change to increase the Construction Price only for the specific Compensable Events and/or Compensable Delays described in Section 14.

(c) Contract Documents. The Contractor may request a Change to revise other terms and conditions of the Contract Documents.

(4) Requirement for Written Change. No direction, order, statement, or conduct of the RTC, other than written Change Orders issued in accordance with this Section and Sections 14 and 15 hereof, shall be the basis for an increase in the Construction Price, an extension in Contract Time, or a modification to the Contract Documents.

(5) Delay. If the Contractor fails to promptly proceed with work under a Change Order, any resulting delay shall be the responsibility of the Contractor and shall not constitute an Excusable Delay or a Compensable Delay.

(6) Clarifications and Interpretations. The RTC may issue clarifications, amplifications, and interpretations of the Contract Documents without issuing a Change Order. If the Contractor believes the clarifications, amplifications, and interpretations

constitute a RTC-directed Change, the Contractor may submit a Request for Change in accordance with Section 15 hereof.

SEC. 14. CATEGORIES OF CHANGES TO CONTRACT TIME/GUARANTEED MAXIMUM PRICE

A. Categories of Changes. Change Orders affecting Contract Time or Guaranteed Maximum Price are in the following three categories:

- (1) Excusable Delay;
- (2) Compensable Events; and
- (3) Compensable Delays.

Each of these categories is described in more detail in the following provisions of this Section.

B. Excusable Delay.

(1) Effect of Excusable Delays. An Excusable Delay may be the basis for an extension in the Contract Time. If an extension in Contract Time is granted in accordance with this Section, such extension will provide the Contractor with relief from any otherwise applicable liquidated damages for failure to meet a Completion Deadline. Any type of delay not described in this Subsection will not be considered an Excusable Delay and will not be the basis for an extension in Contract Time.

(2) Acts or Events Constituting Excusable Delays. A delay to the CPM Schedule shall be an Excusable Delay to the extent that:

(a) the act or event has a material effect on the CPM Schedule and has caused, or will result in, an identifiable and measurable disruption of the Work which has consumed all available Float and extended the Work required for Substantial Completion, Punch List Completion, or Final Acceptance beyond the applicable Completion Deadline;

(b) the act or event (i) constituted a Force Majeure event or other act or event, the causes and effects of which were beyond the control of the Contractor;

(ii) was not due to the fault, negligence, or failure to act on the part of the Contractor or any Subcontractor, and (iii) did not arise out of the Contractor's failure to perform or meet the requirements of this Agreement or the other Contract Documents; and

(c) the act or event was unforeseeable and could not reasonably have been avoided by the Contractor by using all reasonable and appropriate means and efforts, including resequencing the Work or re-allocating or re-deploying its forces to other portions of the Work.

(3) Burden of Proof. The Contractor shall have the burden of proving that:

(a) the delay occurred;

(b) the delay satisfies each of the required elements of an Excusable Delay as described in Paragraph (2) above;

(c) the Contractor took all reasonable and appropriate means and efforts to avoid the delay;

(d) the delay could not be fully mitigated; and

(e) the Contractor has taken reasonable precautions to prevent further delays arising out of such event.

The Contractor shall also have the burden of establishing the length of time of the Excusable Delay. Upon adequate proof of an Excusable Delay, the Contractor will be granted an extension of time, by execution of a Change Order, and will not be assessed liquidated damages for any days of delay within the excused period. The Contractor will not receive compensation for an Excusable Delay unless it is also a Compensable Delay, as provided in this Section.

(4) Notice Required. In order to be eligible for an Excusable Delay, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the delay not more than five (5) Days after the day the act or event occurs.

(5) Risk Register Events. A Risk Register Event that satisfies the requirements of this Subsection may be the basis for an Excusable Delay. A Risk Register Event constituting an Excusable Delay may also be compensable, but only for TRO costs for the period of the delay at a TRO rate negotiated by the Parties not to exceed the amount in Exhibit E.

(6) Multiple Causes of Delay. If a delay arises out of more than one cause, to the extent that the delay is Excusable or Compensable under all the requirements of this Section, the Contractor will be entitled to only one extension of the Contract Time for the cumulative change to the CPM Schedule.

(7) Submittal of Information Regarding Delay. In addition to any other time impact analysis that may be required under the Contract Documents, the Contractor shall submit the following information to the RTC at the earliest possible date after the Contractor provides notice of the asserted Excusable Delay:

- (a) a detailed description of the events causing the delay;
- (b) an analysis of the impact of the claimed act or event causing the delay upon the then current CPM Schedule, identifying the affected activities, the actual impacts and the number of days delayed; and
- (c) measures taken and/or proposed to avoid or mitigate the claimed delay, and the effects thereof.

(8) Impact on Liquidated Damages. In the event of an extension to a Completion Deadline due to an Excusable Delay, that revised Completion Deadline shall be used to determine whether the Contractor is obligated to pay liquidated damages under Section 20 hereof.

(9) No RTC Waiver. The RTC's granting of an extension of time or the Acceptance of any part of the Work after the time specified shall not constitute a waiver of any of the RTC's rights under this Agreement other than those specifically provided for in the extension or Acceptance.

C. Compensable Delay.

(1) Effect of Compensable Delay. A Compensable Delay may be the basis for both an extension in Contract Time and an increase in the Construction Price.

(2) Acts of Events Constituting Compensable Delays. A delay in the CPM Schedule shall be a Compensable Delay only if it constitutes an Excusable Delay under Subsection B hereof and to the extent that the performance of all or any part of the Work is delayed or interrupted by one or more of the following events (but for no other event):

(a) Changes directed or caused by the RTC.

(b) Failure or inability of the RTC to make a parcel listed in the ROW Acquisition Plan available by the access date provided for that parcel in Exhibit D hereto, provided that the Contractor took all reasonable steps to avoid or mitigate the impact of such delay and that such delay had an actual impact on the CPM Schedule.

(c) Failure of the RTC to obtain timely governmental approvals that are its responsibility under the Contract Documents.

(d) Failure or inability of the RTC to provide responses within the time periods specified in the Contract Documents, to proposed schedules, plans, Construction Documents or other submittals for which a RTC response by a time certain is expressly required.

(e) Any injunction or restraining order issued by a court of competent jurisdiction that stops the Contractor's work.

(f) Any suspension for convenience by the RTC.

(3) Notice Required. In order to be eligible for a Compensable Delay, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the delay and increased costs not more than five (5) Days after the day the act or event occurs.

(4) Burden of Proof. The Contractor shall have the burden of providing that the delay satisfies each of the required elements of an Excusable Delay under Subsection B and is an act or event constituting a Compensable Delay under Paragraph (2) above. If an Excusable Delay is found to be a Compensable Delay, the RTC will, by Change Order, extend the Contract Time to increase in the time of performance, and will make an equitable adjustment to the Construction Price. The Change Order will be the Contractor's sole remedy arising out of the Compensable Delay.

(5) Concurrent Delay.

(a) Description. When an act or event that would otherwise be a Compensable Delay overlaps or runs concurrently with an Excusable (but not Compensable) Delay or with an inexcusable delay, the Contractor will be eligible for an Excusable Delay for the time period of the overlapping or currently running delay, but shall be eligible for a Compensable Delay only for that portion of the delay that extends beyond the period of concurrent delay. To the extent that the number of Days of delay can be allocated between those that are caused by an Excusable Delay and those that are caused by an inexcusable delay, the Contract Time shall only be extended by the amount of the Excusable Delay.

(b) Example. If there is a forty (40) Day Contractor-caused inexcusable delay and an overlapping fifty (50) Day RTC-caused Compensable Delay, the Contractor will be eligible for forty (40) Days of Excusable Delay and ten (10) Days of Compensable Delay.

(c) Impact on Critical Path. Delays will not be treated as Concurrent to the extent that one delay affects the CPM Schedule and the other delay does not. In that event, the sole delay will be the one that affects the CPM Schedule.

(d) Sole Remedy. The Change Order extending Contract Time for a Concurrent Delay will be the Contractor's sole remedy arising out of the Concurrent Delay.

D. Compensable Events.

(1) Effect of Compensable Events. A Compensable Event may be the basis for the increase in the Construction Price.

(2) Acts or Events Constituting Compensable Events. An increase in the Construction Price shall be allowed hereunder only for changes in the Work that are directly attributable to the following Compensable Events and otherwise meet the requirements set forth in this Section:

(a) Changes in the Work directed in writing by the RTC Project Manager.

(b) The discovery at, near, or on the Worksite of any cultural or paleontological resources or any species listed as threatened or endangered under Federal or state endangered species laws.

(c) The discovery at, near, or on the Worksite of differing site conditions, as described in Section 1.23 of the Supplemental General Provisions, or of Hazardous Materials not identified as of the date of execution of this Agreement.

(d) An earthquake exceeding 3.5 on the Richter scale and epicentered within 25 miles of the specific location of damage on the Worksite; exceeding 5.0 on the Richter scale and epicentered within 50 miles from the specific location of damage on the Worksite; or exceeding 6.5 on the Richter scale and epicentered within 75 miles from the specific location of damage on the Worksite; in all cases based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado.

(e) Any rebellion, war, riot, or act of terrorism.

(f) Any change in law or enactment of any new law resulting in requirements applicable to the Project which are materially different from the requirements applicable as of the date this Agreement was executed and which directly cause an increase in the cost of the Work, but excluding any such change

or new law which was passed or adopted but not yet effective as of such execution date.

(g) A Compensable Delay.

(3) Notice Required. In order to be eligible for a Compensable Event, the Contractor must provide notice to the RTC describing the act or event that the Contractor asserts was the cause of the increased costs not more than five (5) Days after the day the act or event occurs.

(4) Burden of Proof. The Contractor shall have the burden of proving that an act or event constitutes a Compensable Event that satisfies all the requirements of this Section.

(5) Relation to Risk Register Events. The Contractor shall not be eligible for a Change Order under this Subsection or under Subsection C hereof if the event forming the basis for such requested Change Order is an identified Risk Register Event and the RTC has approved payment from the Risk Register Account for such Risk Register Event.

(6) Acceleration Costs. Acceleration Costs shall be compensable hereunder only if the Contractor establishes that (a) such costs result from a Change Order issued by the RTC as an alternative to allowing an extension of the Contract Time; (b) the delay which causes such Change Order to be issued was an Excusable Delay; and (c) the Contractor in fact accelerated its performance and incurred additional costs.

(7) Limitation on Contract Price Increases. Any increase in the Contract Construction Price allowed under this Section shall exclude:

(a) Costs caused by the fault or negligence, the failure to perform or meet the requirements of this Agreement or the other Contract Documents, or the breach of this Agreement, by the Contractor or any Subcontractor;

(b) Costs which could reasonably have been avoided by the Contractor by use of all reasonable and appropriate means and efforts, including resequencing the Work or reallocating or redeploying its forces to other portions of the Work or to

other activities unrelated to the Work (including any additional costs reasonably incurred in connection with such reallocation or redeployment); and

(c) Costs for any rejected Work that failed to meet the requirements of the Contract Documents or for any necessary remedial Work.

E. Basis for Establishing Costs. The amounts payable for Change Orders based on Compensable Events or Compensable Delays, for items such as construction equipment costs, material costs, markups, etc., shall be determined in accordance with Section 16 hereof.

SEC. 15. PROCEDURES FOR CHANGES

A. Request for Information (RFI). The Contractor may submit a Request for Information (RFI) on any portion of the Work. Except under extraordinary circumstances, the Contractor shall submit the RFI a minimum of twenty (20) Days prior to the date information is needed. The RTC will provide a timely response, and if a Change is required, initiate a Change Notice or Change Order. The RTC will make its best effort to respond within fifteen (15) Days of submittal. The RTC will return all incomplete RFI(s) within ten (10) Days of receipt from the Contractor. If the Contractor performs any Work that is the subject of an RFI prior to the RTC's written response (to the RFI), it shall be at the Contractor's sole risk and expense.

B. Request for Change (RFC). The Contractor may submit a Request for Change (RFC) to the RTC describing any proposed Change. The Contractor shall assign a unique tracking number to each RFC. RFCs shall be subject to the following requirements and conditions:

(1) Submittal Requirements. The Contractor shall describe the cause or event, along with the following information, in sufficient detail to support the RFC. The Contractor shall identify the Contract Document that is proposes to change, and state the reasons for the Change, including relevant circumstances and impacts on the CPM Schedule. If the Contractor is requesting an increase to the Construction Price or Contract Time, it shall also submit the following with its RFC:

(a) A detailed description of the facts underlying the RFC, the reasons why the Contractor believes additional compensation or time will or may be due, and the date of the event;

(b) The name, title, and activity of each RTC employee knowledgeable of the facts underlying the RFC;

(c) The Contractor's Cost and Schedule Proposal, as described in Subsection D below;

(d) The recommended Change Order, including specific reference to the provisions of this Agreement or the other Contract Documents affected, or other basis of entitlement to the Change;

(e) For changes affecting CPM Schedule, a fragnet (time impact) analysis showing how the CPM Schedule will be impacted by the Change; and

(f) Such other information as the RTC may deem necessary to evaluate the RFC, or as the Contractor may deem relevant to the RTC's evaluation.

(2) Timing Requirements.

(a) If the Contractor intends to assert that a specific event has caused a Change in the Construction Price or Contract Time, or has caused any other Change, the Contractor shall submit a RFC within fifteen (15) Days after the event that is the basis of the RFC. If a Cost and Schedule Proposal (CSP) is required, the Contractor shall provide that CSP within the time required under Subsection D(1)(h) hereof. If the Contractor delivers any RFC later than fifteen (15) Days after the event giving rise to such RFC, the RFC will be untimely and will be rejected by the RTC. In addition, if a timely RFC is not submitted, the Contractor shall not have, and will be deemed to have waived, any claim to any increase in Construction Price or Contract Time, or other relief, arising out of such event.

(b) If an RFC concerns any event related to discovery of Hazardous Materials or Differing Site Conditions, the Contractor shall immediately provide notice of the event to the RTC, and shall afford the RTC the opportunity to inspect

such discovery before it is disturbed, otherwise the RFC will be untimely and will be rejected by the RTC. In addition, if both a timely notice and timely RFC are not submitted, the Contractor shall not have, and will be deemed to have waived, any claim to any increase in the Construction Price or Contract Time or to other relief arising out of the event.

(3) Actions by the RTC. If the RTC approves the RFC, it will issue a Change Notice or Change Order. If the RTC rejects the RFC for any reason other than its untimeliness, the RTC will notify the Contractor in writing, and such rejection shall constitute an RTC decision that shall commence the period of time in which the Contractor has to pursue issue/dispute resolution under Section 23 hereof. If the RTC does not either accept or reject an RFC within thirty (30) Days after the Contractor's submittal thereof, the RFC shall be deemed rejected on the thirtieth (30th) Day and the period of time to pursue issue/dispute resolution shall begin on that Day. If an RFC is rejected directly by the RTC or by lapse of time under this paragraph, the Contractor shall notify the RTC in writing, within fifteen (15) Days after such rejection, whether it intends to pursue a claim and/or dispute resolution regarding such matter.

(4) Subcontractor Change Requests.

(a) Review by Contractor. Prior to submission by the Contractor of any RFC which is based in whole or in part on a request by a Subcontractor for a price increase or time extension under its Subcontract (a "Subcontractor Change Request"), the Contractor shall review all claims by the Subcontractor that constitute the basis for the Subcontractor Change Request and determined in good faith that each such claim is justified hereunder, and that the Contractor is justified in requesting an increase in the Construction Price and/or Contract Time in the amounts specified in the Subcontractor Change Request.

(b) Supporting Analysis and Affirmation. Each Subcontractor Change Request submitted to the RTC shall include a summary of the Contractor's analysis of the components of the Subcontractor claims and an affirmation that the Contractor has conducted a due diligence review of the basis for the Subcontractor's claims and has made a good faith determination that all such

claims are justified as to entitlement and amount of money and/or time requested. Any RFC involving Subcontractor Work that is not accompanied by such summary analysis and affirmation shall be considered incomplete.

(5) **Contractor Risk.** Notwithstanding anything to the contrary in this Subsection, an RFC shall be at the Contractor's risk. The Contractor shall not be relieved from performing the Work during the time the RTC considers the RFC and will not receive any adjustment in Construction Price or Contract Time if the RTC determines the subject matter of the RFC is not an appropriate Change.

C. Change Notice. The RTC may issue a Change Notice to the Contractor, describing a proposed Change to the Agreement and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal in accordance with Subsection D. A Change Notice does not authorize the Contractor to commence performance of the proposed Changed Work. Any Change implemented by the RTC will be incorporated into a Change Order.

D. Contractor's Cost and Schedule Proposal (CSP).

(1) **Elements of CSP.** In preparing the CSP for any Change in response to a Change Notice, or the Contractor's RFC (including a Subcontractor RFC), the Contractor shall:

(a) Use the forms provided or approved by the RTC to identify all costs of the Change, including overhead and profit.

(b) Identify the impacts of the Change on, and integrate the Change into, the CPM Schedule.

(c) Follow Construction Specifications Institute's (CSI) Master Format classification system in describing the Changes.

(d) Base the proposal on the Contractor's actual, expected construction productivity rates, if applicable to the Work (and provide appropriate support for those productivity rates); not on published or trade association composite rates.

(e) Use the applicable Time Related Overhead rate, as set forth in Exhibit E hereto, to calculate any extended Project overhead cost.

(f) Identify any prices or other elements of the CSP that are conditional, such as time sensitive orders or events.

(g) Provide a certification, in a form acceptable to the RTC, that the CSP as well as any Subcontractor costs and schedule included in the CSP includes all known and anticipated impacts or amounts, direct, indirect and consequential, that maybe incurred as a result of the Change and that the Contractor believes that the factual basis for the Change is true and accurate.

(h) If the Change includes both added and deleted work, provide separate cost breakdowns for the added work and the deleted work. The cost, or credit, amount for the change shall be the agreed upon difference between the cost of the added work and the cost of the deleted work. If the Change results in a net change of zero, there will be no change in the Construction Price.

(i) Deliver the CSP to the RTC within a maximum of fifteen (15) business days from the date of the RTC's request.

(j) Provide such other supporting information as the RTC may reasonably require.

(2) Reservation of Rights. If the Contractor does not submit the CSP by the required date, the RTC reserves the right to issue a Change Order at a value the RTC determines is fair and reasonable.

E. Change Orders and Bilateral Modifications.

(1) Issuance of Change Orders. The RTC may unilaterally, or by agreement with the Contractor, issue a Change Order directing Contractor to proceed with a Change in the Work. The Change Order shall contain a Change Order value and a schedule impact. The Change Order value may be either a lump sum amount or a not-to-exceed amount on a time and material basis and shall be the maximum limit of the RTC's obligation under the Change Order. The RTC may unilaterally, or by agreement with the

Contractor, revise the Change Order value and/or the schedule impact, based upon a Contractor's CSP, other additional information, or other forward pricing subsequent to the initial determination.

(2) Delivery of Cost and Schedule Proposal. If the RTC has requested a Cost and Schedule Proposal and it is not delivered within the time required in Subsection D(1)(h), or within such extensions of time the RTC has granted, the CSP will be untimely and will be rejected by the RTC. In addition, if a timely CSP was not submitted, the Contractor shall not have, and will be deemed to have waived, any claim to any adjustment to the Change Order value or schedule impact, or to provide any other relief arising out of the event.

(3) Claims and Disputes. If the Contractor disputes either the Change Order value or the schedule impact, and has not theretofore waived its rights or failed to meet the conditions to submit a claim, it may pursue a claim and/or resolution of such matter in accordance with Section 23, under the process and within the time limits set forth therein.

(4) Restriction on Work. The Contractor shall not commence performance of the Work described in the Change Order until the RTC's Contracting Officer executes the Change Order and transmits it to the Contractor or the RTC provides written direction as described above. Any Work performed by the Contractor without a Change Order or direction will be at the Contractor's risk and expense.

(5) Maintenance of Records. Until such time as the Parties agree to any Changes arising out of a Change Order and execute a bilateral Change Order, or they resolve any issue or dispute as provided in Section 23, the Contractor shall maintain its records in accordance with the requirements of Section 24 and the other Contract Documents.

(6) Basis for Payments. The Contractor shall submit reports of Work performed pursuant to a Change Order, on forms prescribed or accepted by the RTC, within one (1) Day after performance of the Work. All back-up records and reports including time sheets shall be certified by the signature of the Contractor's representative and

acknowledged by the RTC's authorized representative. All submittals shall be subject to audit and determinations of the accuracy of the submitted information, pursuant to Section 24 hereof.

(7) No RTC Liability. Unless the Parties subsequently execute a bilateral Change Order, the RTC shall not be liable for or pay any amount in excess of the applicable Change Order value or any increase in Contract Time in excess of the schedule impact in the Change Order.

(8) Bilateral Changes. Any bilateral Change Order executed by both Parties shall:

(a) Expressly state that the Work described therein is Changed Work.

(b) Include all Changes to the CPM Schedule, the Guaranteed Maximum Price, and all costs of any nature arising out of the Changed Work.

(c) Contain a statement that the adjustment to the Contract Time and Construction Price, if any, includes all time and amounts to which Contractor is entitled as a result of such Changes.

(9) Effect of Execution. The execution of a bilateral Change Order by the RTC and the Contractor shall be deemed to be an unconditional agreement to all Work, and all adjustments to Construction Price and Contract Time related to the Change. There will be no reservation of rights by either Party on a bilateral Change Order. The execution of a bilateral Change Order by the RTC and the Contractor shall constitute a full accord and satisfaction of all amounts payable, all time extensions allowable, and all other claims arising out of the event or Work that is the subject matter of that Change Order.

(10) RTC Unilateral Determination. If the Parties are unable to agree on all adjustments to the Construction Price or Contract Time, or to any other issue related to the Change Order, the RTC may, at any time, make a unilateral determination and issue a unilateral Change Order based on this determination, without prejudice to the rights of the Contractor to pursue a claim and/or dispute resolution under Section 23 hereof.

F. Deleted Work. When a Change deletes Work from the Contractor's scope, the amount of the reduction in the Construction Price shall be based upon a reduction in the pay quantity and at the unit price per the line item of work in the GMP estimate where applicable or by an estimate including a bill of material, a breakdown of labor and equipment costs, and overhead and profit associated with the deleted work. When a deduction is involved, documented cancellation and restocking charges may be included in costs and subtracted from the price deduction.

G. Audit. The Contractor's records pertaining to Changes pursuant to this Section are subject to audit and examination by the RTC or its representative in accordance with Section 24 hereof.

H. No Change Based on Unauthorized Person. The Contractor shall undertake at its own risk work included in any request, order, or other authorization issued by a person in excess of that person's authority, as provided herein and in the RTC's Change Order procedures. In addition, the RTC may require the Contractor to remove or otherwise undo any such unauthorized work, at its sole expense.

SEC. 16 BASIS FOR ESTABLISHING COSTS ASSOCIATED WITH A CHANGE

A. Determination of Amount Payable. The amount payable for a Change is the sum of all eligible costs, as described herein, that the Contractor necessarily incurs to perform the Work and a mark-up for overhead and profit, as described in this Section.

B. Ineligible Costs. The amount payable for Changed Work shall not include the following Ineligible costs:

(1) costs caused by the breach of contract or fault or negligence, or act or failure to act of the Contractor, or any Subcontractor, or any other entity for which the Contractor is legally or contractually responsible; and

(2) costs which could reasonably be avoided by the Contractor, including resequencing, reallocating or redeploying its forces to other portions of the Work or to other activities unrelated to the Work, adjusted for any additional costs reasonably incurred in connection with such reallocation or redeployment.

C. Eligible Costs. The amount payable for Changed Work may include the following eligible costs:

(1) Labor Costs.

(a) Labor cost shall be based, as a minimum, on the prevailing wage scale for each craft or type of Work used in the Changed Work, as well as payroll taxes and fringe benefits, as applicable. Payroll taxes shall be calculated on base wage only and not on fringe benefits. Fringe benefits shall be applied only to the straight-time component of cost and shall not apply to the premium-time component.

(b) Labor reports shall include names, hours worked, and rates of pay for all classifications that are engaged in the actual direct performance of the Changed Work. Labor costs shall not include costs for management personnel above foreman, office personnel, timekeepers, and maintenance mechanics.

(2) Material Costs. Material costs shall be the cost of all Goods purchased and/or constructed by the Contractor and used in the Changed Work, including normal wastage allowance as per industry standards. The cost shall include freight, delivery, unloading, storage charges, taxes and all Supplier discounts. The prices shall be supported by valid invoices or binding written quotations from reputable Suppliers, or shall be prices from existing purchase orders, blanket purchase orders or other ordering agreements standard in the industry. The invoices or quotations shall be made available to the RTC upon request. The RTC reserves the right to review and accept Goods and sources of supply of Goods to be furnished by the Contractor or its Subcontractor(s), as well as the right to furnish the Goods to the Contractor if necessary to facilitate the progress of the Work.

(3) Construction Equipment Costs. The rates described in this Paragraph include the costs of Construction Equipment, plus the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals, subject to the following:

(a) Construction Equipment costs shall not include costs for items normally considered Contractor plant or fixed costs items (such as buildings, trailers, office

equipment, utilities, rail, piping, electrical distribution systems, processing plants, material handling facilities, work platforms, scaffolding, and concrete forms).

(b) Construction Equipment reports shall include size, type, identification number, rental rate (if applicable), and hours of operation. (c) Construction Equipment and tools having a replacement value of \$200 or less, whether or not consumed or used, shall be considered small tools and no payment shall be made for them.

(d) Equipment ownership fixed costs shall be limited to the following for multiple shift operations:

- (i) Overhead - at the hourly overhead rate listed in the Rental Rate Blue Book for Construction Equipment (published by Equipment Watch, most current version in effect at the time the Changed Work is performed, hereinafter "Rental Rate Blue Book") for the first shift each day and at fifteen percent (15%) of that same hourly rate for the second shift each day. No additional overhead costs will be allowed for a third shift; and
- (ii) Depreciation - the hourly depreciation rate listed in the Rental Rate Blue Book for the first shift each day and at fifty percent (50%) of that same hourly rate for the second and third shifts each Day.

(e) The RTC shall pay Contractor for the use of Contractor-owned Construction Equipment at the total hourly cost rates listed for such Construction Equipment in the Rental Rate Blue Book. No adjustment to the total hourly cost rates listed in the Rental Rate Blue Book shall be made except as stated in this Paragraph for multiple shift operations and standby.

(f) If it is deemed necessary by the Contractor to use Contractor-owned specialized Construction Equipment not listed in the applicable edition of the Rental Rate Blue Book, the Contractor shall submit all cost data to the RTC for its use in establishing the rate.

(g) If the Contractor determines it is necessary to use rental Construction Equipment due to the lack of availability of Contractor-owned Construction

Equipment to perform the Changed Work, the Contractor shall submit the cost data, including written quotes, published price lists and paid invoices to the RTC for use in verification of such rental cost. The RTC will pay for Construction Equipment rented under lease-purchase or sale-leaseback arrangements, or rented from an organization under control of the Contractor or under common control with the Contractor, at the rates set forth in the Rental Rate Blue Book.

(h) Construction Equipment operators shall be paid for as stipulated in Paragraph (1).

(i) All Construction Equipment shall be in good working condition and suitable for the purpose for which it is to be used.

(j) Unless otherwise specified, manufacturer-approved modifications shall be used to classify Construction Equipment for the determination of applicable rental rates. Applicable rental rates for Construction Equipment that has no direct power unit shall be based on being powered by a unit of at least the minimum rating recommended by the manufacturer of that Construction Equipment.

(k) The RTC will not pay compensation for Construction Equipment while it is inoperative due to breakdown, routine maintenance or other Contractor controlled or planned down time.

(l) Except as otherwise specified in this Section, time will be computed in half and full hours. In computing the time for use of Construction Equipment, less than 31 minutes shall be considered one-half hour.

(m) After Construction Equipment is idle for 16 hours in a 24 hour period it shall be deemed to be on standby, and Compensation for such Construction Equipment shall be limited to the sum of the hourly overhead and depreciation rates for 8 hours per 24 hour period.

(n) The time shall include the time required to move the Construction Equipment to the location of the Changed Work and return it to the original location (or to another location requiring no more time than that required to return it to its original location). Loading and transporting costs shall be allowed, in lieu of moving time, when the Construction Equipment is moved by means other than its

own power. No payment for loading and transporting shall be made if the Construction Equipment is also used at the Worksite for other than the Changed Work.

- (o) The Construction Equipment use period shall:
 - (i) begin at the time the Construction Equipment is unloaded at the site of the Changed Work during standard work hours;
 - (ii) include each Day that the Construction Equipment is at the Worksite of the Changed Work, excluding Saturdays and Sundays and other legal holidays unless such Work is performed on those days; and
 - (iii) terminate at the end of the day on which the Work is completed or the RTC instructs the Contractor to discontinue the use of such Construction Equipment.

(p) The Contractor shall substantiate the costs of all rented Construction Equipment by the Supplier's invoices or, if the work has not yet been started, by signed quotes or published rate sheets, submitted with the current reports; or, if not then available, submitted with subsequent reports. If the Contractor does not submit Supplier's invoices within thirty (30) Days after completion of the Changed Work, or if in the RTC's opinion the cost of such rented Construction Equipment is excessive, then the cost of such Equipment shall be determined utilizing the guides listed in Paragraph 3(d) above.

(q) No additional compensation shall be allowed for Construction Equipment used to perform Changed Work if such Equipment is already on the Worksite and being used or will be used for other than the Changed Work.

(4) Overhead and Profit.

(a) The RTC will pay the Contractor the following amounts for mark-ups on direct costs for overhead and profit on Changed Work:

- (i) Ten percent (10%) for direct construction labor costs;
- (ii) Ten percent (10%) for material costs;

(iii) Ten percent (10%) for Construction Equipment use costs; and

(iv) Six and three tenths percent (6.3%) for the CMAR Fee.

(b) The above mark-ups for overhead and profit include and are full compensation for all indirect costs of any nature, including without limitation home and field office overhead, all taxes of any nature (except taxes covered herein under labor or material costs), all insurance costs (including Workers' Compensation insurance), all Performance Bond and Labor and Materials Bond premium adjustments, small tools, incidental job burdens, incidental engineering costs (if any), and all other indirect costs of the Changed Work.

(c) Incidental engineering costs, as referred to in the previous subparagraph, which shall be included in the overhead mark-up, shall include all time spent by Contractor engineers or other personnel or consultants for RFI, RFC, and CSP preparation, Change Order administration, preparation and coordination of shop drawings, attendance at meetings, inspections scheduling, estimating, Claim preparation, submittal preparation and review, mix and shoring design and all other tasks normally performed by Contractors or Subcontractors as part of the Work under similar construction contracts.

(d) The RTC will not pay a mark-up for RTC furnished goods.

(5) Work by Subcontractors. The RTC will pay the Contractor a single mark-up of equal to the CMAR fee (6.3%) on Changed Work performed by Subcontractors, regardless of the number of intervening tiers of Subcontractors. When a Subcontractor performs Changed Work, the Subcontractor will be allowed the same mark-ups as provided in paragraph (4)(a)(i),(ii), and (iii) above. However, the RTC will not pay mark-ups for Changed Work performed by a Subcontractor that is an affiliate or subsidiary of the Contractor or for any Goods furnished by Suppliers or by the RTC.

(6) Credit Items. Where the Contractor's portion, or any Subcontractor's portion (at any tier), of a Change involves credit items, or the proposed Change is a fully deductive Change, the Contractor shall utilize the same mark-ups as set forth in paragraph (4) in computing the value of the credit.

(7) Bond Costs. Changes to the cost of the Performance Bond and Labor and Material Payment Bond are covered in the mark-ups under Paragraph (4) and/or (5) above.

D. Work After Scheduled Completion Date, or During Suspension or Delay. To avoid any duplicate payment of overhead or profit, if the Contractor performs any Work under a Change Order after the Substantial Completion Date of the Work, or during a period of Suspension or Delay which results in a time extension, the mark ups for overhead and profit paid under this Section for the Change Order for that period shall be deducted from any extended overhead or profit that may be otherwise payable to the Contractor under this Agreement for the Suspension or Delay.

E. Increased or Decreased Quantities. Increases or decreases from the Contractor's quantity estimates used to develop the Construction Price shall not be a basis for any increase or decrease in the Construction Price, unless the quantity involved was established and mandated by the RTC and then modified by the RTC during the performance of the Work. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

SEC. 17. HAZARDOUS MATERIALS

A. Obligations of Contractor. The Contractor shall be responsible for (1) the handling, removal, disposal, and/or remediation of any Hazardous Materials at the Worksite in accordance with the Contract Documents and applicable Federal and state laws and regulations; and (2) obtaining any governmental approvals necessary for the management, remediation, and/or disposal of such Hazardous Materials. The Contractor shall also be responsible for implementing any reasonable construction techniques that can be used to avoid Hazardous Materials.

B. Discovery of Hazardous Materials. If during the course of the Work the Contractor encounters any Hazardous Materials, the Contractor shall:

(1) immediately notify the RTC by phone or in person, followed by written notice within twenty-four (24) hours;

(2) provide the RTC with the opportunity to inspect the area containing the Hazardous Materials before taking any action that would inhibit the RTC's ability to ascertain the nature and extent of the Hazardous Materials present; and

(3) if so directed by the RTC and after any necessary consultation with Federal and state officials, take necessary and appropriate actions to avoid, manage, remediate, and/or dispose of such Hazardous Materials in accordance with the standards and requirements in subsection A above; provided that the RTC may in its discretion utilize the services of a different contractor or other entity to manage, remediate, and/or dispose of such Hazardous Materials.

C. Materials Brought to Site by Contractor. The Contractor shall be solely responsible, at its own expense, and shall not be eligible for a Change, for any Hazardous Materials brought onto the Worksite by the Contractor or any Subcontractor. Such responsibility includes the removal, disposal, and/or remediation of such Hazardous Materials and liability for all costs, claims, damages, lawsuits, and judgments relating to such Hazardous Materials.

D. Hazardous Waste Generator.

(1) No Status as Generator. Except as provided in Paragraph (2) of this Subsection:

(a) the Contractor shall not be considered to be the Generator of Hazardous Materials encountered in the performance of the Work;

(b) the Contractor shall not be required to execute any Hazardous Waste manifests as a Generator; and

(c) any Hazardous Materials encountered in the performance of the Work shall be disposed of, if at all, utilizing an EPA Identification Number or other appropriate legal device obtained by, and carried in the name of, the RTC or another person designated by the RTC.

(2) Status of Generator. The Contractor (and not the RTC) shall be considered the Generator with respect to (a) any release of Hazardous Materials attributable to the

negligent acts or omissions or willful misconduct of the Contractor, to a breach of applicable law or regulations by the Contractor, or to a failure of the Contractor to comply with the Contract Documents; (b) any release of Hazardous Materials brought to the Site by the Contractor or any Subcontractor; and (c) any action by the Contractor that results in the Contractor being designated as a generator under applicable law or regulations.

(3) Reservation of Rights. Nothing in this Section shall preclude or limit any rights the RTC may have against Third Parties and/or prior owners, lessees, licensees, or occupants relating to Hazardous Materials.

(4) Definition. As used in this Section, the term "Generator" means the person whose act or process produces Hazardous Materials or whose act first causes Hazardous Materials to become subject to regulation.

E. Change Orders. The Contractor shall not be eligible for an increase in the Contract Price or an extension in the Contract Time on the basis of Hazardous Materials described in Subsection C above or Hazardous Materials identified as of the date of execution of this Agreement. The Contractor may be eligible for a Change Order by reason of the discovery of Hazardous Materials that it did not bring to the Site or that were not so identified, to the extent provided in the Changes provisions in this Agreement.

SEC. 18. WARRANTIES RELATING TO THE WORK

A. Elements of Warranty. The Contractor warrants that:

(1) The Work shall be free of deficiencies or defects, shall be fit for use for the purpose intended, and shall meet all of the requirements of the Contract Documents.

(2) The Goods and other materials furnished shall be new and of a quality that meets all of the requirements of the Contract Documents.

B. Warranty Term.

(1) General Warranty. The Warranties regarding all elements of the Project shall commence on the date of Final Acceptance and shall remain in effect until one (1) year

after that date, unless a longer period is specified in the Supplemental General Provisions or the SSPWC.

(2) Landscape Warranty. The Contractor completely warrants all plant materials for the later of (a) one (1) calendar year from the date of Landscape Acceptance; or (b) the achievement of sixty percent (60%) of the vegetative growth required. Any plant material deemed Deficient during this warranty period shall be replaced in-kind by the Contractor at no additional cost to the Project, and shall be warranted for one (1) additional year by the Contractor. Any additional one (1) year warranty period beyond the initial one (1) year warranty period will be considered an extended warranty period. Another inspection will be conducted by the RTC at the request of the Contractor at the end of the extended warranty period to determine Acceptance or rejection.

(3) Extensions to Correct Work. If the RTC determines that any of the Work has not met any Contract requirements at any time within the applicable Warranty period, and so notifies the Contractor before the expiration of such Warranty period, then the Contractor shall correct such Work, even if performance of such corrective Work extends beyond the stated Warranty period.

(4) Subcontractor and Supplier Warranties. The Warranty period for Subcontractor and supplier warranties shall be the longer of the period stated in this Section or the period specified in the particular Subcontractor or Supplier Warranty.

C. Remedy and Corrections.

(1) Notice and Duty to Correct. If the RTC determines that any Work fails to meet any Warranty requirements, RTC shall notify the Contractor, and the Contractor shall correct, repair, or replace such Work at its sole expense.

(2) Remedy by Contractor.

(a) Required Actions. Within ten (10) Days of receipt by the Contractor of notice from the RTC specifying a failure to meet any requirements of the Contract Documents, the Contractor and the RTC shall meet to investigate and mutually agree on how the Contractor will remedy such violation and correct the Work and

the time allowed for such correction, which absent special circumstances shall not exceed ten (10) Days. The Contractor's proposed corrective action must address, at a minimum, the construction remedy; the schedule for prosecution and completion of the corrective work; and the traffic management plan. However, in case of an emergency or hazard to health or safety requiring immediate curative action, the Contractor shall implement such action as it deems necessary and shall notify the RTC of the urgency of a decision on a remedy and correction. The Contractor and the RTC shall agree on such remedy and correction immediately upon notice by or to the RTC of such emergency.

(b) **Failure to Act.** If the Contractor does not use its best efforts to proceed to effectuate such remedy and correction within the agreed time, or if the Contractor and the RTC fail to reach such an agreement within the ten-Day correction period referenced in Subparagraph (a) (or immediately, in the case of emergency conditions), then the RTC, after notice to the Contractor, shall have the right to perform (or have performed by other parties) the necessary remedy and correction to the Work, and the costs thereof shall be borne by the Contractor.

D. Permits and Costs. The Contractor shall be responsible for obtaining any required permit or consent necessary to perform Warranty Work. The Contractor shall bear all costs of Warranty Work, including additional testing and inspections, and shall reimburse the RTC for any expenses it incurs thereby within ten (10) Days after the Contractor's receipt of invoices therefore.

E. Emergency Repairs. If the RTC determines that emergency repairs are necessary for public safety, the RTC may perform the corrective Work. Prior to making the emergency repairs, the RTC will document the basis for the emergency action, and will preserve evidence, such as photographs or videotapes, of the defective condition. Emergency repairs will be coordinated with the RTC when possible. All costs associated with the emergency repairs that are covered by the Warranty Work shall be borne by the Contractor.

F. Warranty on Corrected Work. Warranties shall apply to all work re-done, corrected, or replaced pursuant to the terms of this Agreement. In the event any Work is

re-done, corrected, or replaced, the Warranty for such Work shall extend to the later of one (1) year after Acceptance of the re-done, corrected, or replaced Work by the RTC, in accordance with the Contract Documents or the expiration of the Warranty term, provided that the Warranty for redone, corrected, or replaced Work shall not extend beyond one (1) year after the expiration of the original Warranty term.

G. Subcontractor and Supplier Warranties.

(1) Warranty Requirements. The Contractor shall obtain from all Subcontractors and Suppliers, and cause to be extended or transferred through the RTC, appropriate representations, warranties, guarantees and obligations with respect to design, materials, workmanship, equipment, tools and supplies furnished by such Subcontractors and Suppliers. All representations, warranties, guarantees, and obligations of Subcontractors and Suppliers shall be written so as to survive all RTC and Contractor inspections, tests, and approvals, and shall run directly to and be enforceable by the Contractor and/or the RTC and their respective successors and assigns. The Contractor hereby assigns to the RTC all of the Contractor's rights and interest in all extended warranties for periods exceeding the applicable Warranty period that are received by the Contractor from any of its Subcontractors and Suppliers.

(2) Enforcement.

(a) Responsibility of Contractor. Upon receipt from the RTC, during the applicable Warranty Period, of notice of a failure of any of the Work to satisfy any Subcontractor or Supplier warranty, representation, guarantee or obligation, the Contractor shall be responsible for enforcing or performing any such representation, warranty, guaranty or obligation.

(b) Time Period. The RTC's rights under this Section shall commence at the time such representation, warranty, guaranty, or obligation is furnished or becomes effective under the terms of this Article, and shall continue until the expiration of the Contractor's relevant warranty (including extensions for re-done Work) or of the applicable Subcontractor or Supplier Warranty if longer. Until such expiration, the cost of any equipment, material, labor (including re-engineering) or

shipping shall be the responsibility of the Contractor, and the Contractor shall be required to replace or repair defective Goods, equipment, material, or workmanship furnished by Subcontractor.

(c) Contractor Liability. To the extent that any Subcontractor's or Supplier's Warranty is voided in whole or part by reason of any act or omission of the Subcontractor or the Contractor, the Contractor shall still be fully liable to the extent of such Warranty.

H. Reservation. The foregoing warranties are in addition to all rights and remedies available under applicable statutes, common law, or other law or contract.

SEC. 19. PROJECT COMPLETION AND ACCEPTANCE

A. Substantial Completion

(1) Applications for Substantial Completion. The Contractor shall deliver Applications for Substantial Completion to the RTC for the portion of the Midtown Segment to Mount Rose, for the full Midtown Segment, for the UNR Segment, and for the Project, when all of the following have occurred:

(a) The Contractor has completed all Work required to be performed under the scope of Work for the applicable Segment or for the Project;

(b) The Contractor has ensured that all Work has been performed and substantially completed in accordance with the requirements of the Contract Documents;

(c) The Contractor has ensured that all Work may be used without further delays or disruption to the public or damage to the Project or any other property on or adjacent to the Worksite, and without injury to any person;

(d) All on-Site Work for utility owners has been completed and all utility owner approvals have been received by the Contractor.

(2) RTC Review and Inspection.

(a) Upon receipt of the Contractor's Application for Substantial Completion, the RTC shall conduct such inspections, surveys, and/or testing, as it deems necessary and appropriate.

(b) If such inspections, surveys and/or tests disclose that any Work is Deficient or otherwise does not meet the requirements of the Contract Documents, the RTC will promptly advise the Contractor as to any Deficiencies in the Work necessary to be corrected as a condition to Substantial Completion. The Contractor shall promptly make such corrections at its sole expense.

(c) Upon correction of the Deficiencies identified as a prerequisite to Substantial Completion, the Contractor shall provide written notification to the RTC, and the RTC shall conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until the RTC find that all prerequisites to Substantial Completion have been met.

(3) Required Elements of Substantial Completion. Substantial Completion of the Work shall be deemed to have occurred when:

(a) The RTC determines that all requirements of this Subsection have been satisfied;

(b) The RTC determines that all Deficiencies identified as prerequisites to Substantial Completion have been corrected; and

(c) The RTC, after consultation with the Contractor, has established a Punch List of items remaining to be completed or corrected prior to Final Acceptance.

(4) Certificates of Substantial Completion. The RTC will issue a Certificate of Substantial Completion to the Contractor, for each portion or segment of the Work listed in Paragraph (1) and for the Project, at such time as the RTC determines that Substantial Completion has occurred, under the standards and criteria set forth herein and as

required in the Specifications. Such Certificate shall specify the date on which Substantial Completion occurred.

(5) Responsibility to Complete the Work. Notwithstanding any other provision of this Agreement, it shall be the Contractor's continuing responsibility to complete and deliver every element, and the integrated whole, of the Work in accordance with all of the requirements of this Agreement. The issuance of a Certificate of Substantial Completion by the RTC for any element, or for the whole of the Work, shall not be construed to relive the Contractor of this responsibility, or any part thereof. If, after the issuance of a Certificate of Substantial Completion and during the applicable Warranty period, as set forth in Section 18, the RTC discovers any Deficiency, or item not completed or otherwise requiring correction or remedial action, whether or not the item appears on any Punch List or other list of clean up items, the Contractor shall correct the Deficiency, complete the item, or otherwise remedy the condition to bring it into full compliance with this Agreement and the other Contract Documents.

B. Punch List Completion. Following Substantial Completion, the RTC will allow the Contractor reasonable access to the Site to complete the items on the Punch List agreed upon pursuant to the requirements in this Section. When the Contractor believes that it has completed all items on the Punch List, it shall so notify the RTC and request a determination the Punch List Completion has been satisfied. At the time the RTC determines all such items have been completed, the RTC shall notify the Contractor that it has satisfied Punch List Completion.

C. Final Acceptance.

(1) Required Elements of Final Acceptance. On or before Final Acceptance, the Contractor shall perform any Work that was deferred for purposes of Substantial Completion and shall satisfy all of its other obligations under the Contract Documents, including ensuring that the Work has been completed and all components have been properly inspected and tested. The Contractor shall then submit a Request for Final Acceptance to the RTC. Final Acceptance of the Work shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Submittal Completion and Punch List Completion have been fully satisfied;

(b) The Contractor has delivered to the RTC the affidavit described in Paragraph (2) below, along with unconditional releases from all first tier Subcontractors and any lower tier Subcontractors that have filed stop notices during the term of this Agreement;

(c) All payrolls, bills for materials or work, or other indebtedness connected with the Work have been paid;

(d) All of the Contractor's personnel, supplies, waste, materials, facilities and equipment in connection with the Work have been removed from the Site, and the Contractor has restored and repaired the Site in good working order and condition;

(e) The RTC has received and accepted the assignment of all Subcontractor's and Supplier's Warranties;

(f) The RTC has received and accepted all surveys, test data and reports, and other deliverables required under the Contract Documents;

(g) All Goods, equipment, special tools, spare parts, or other materials purchased or supplied by the Contractor as provided in the Contract Documents have been delivered to and Accepted by the RTC, free and clear of liens;

(h) All of the Contractor's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance) have been satisfied in full or waived in writing by the RTC;

(i) The Contractor has provided the RTC with all information required for the RTC to file a Notice of Completion for the Project in recordable form and meeting all statutory requirements.

(j) The Contractor has identified a single point of contact to address the Warranty requirements of this Agreement throughout the duration of the Warranty term;

(k) The Contractor has furnished to the RTC a certification from the Contractor's Quality Manager certifying material conformity of the construction with the Contract Documents; and

(l) The Contractor has received all applicable governmental approvals required, including any necessary approvals from the City of Reno and/or Washoe County.

(2) Request for Final Acceptance. The Contractor's Request for Final Acceptance shall include an affidavit certifying that:

(a) The Work under this Agreement has been completed in strict accordance with the Contract Documents;

(b) No lawful debts for labor or materials are outstanding and no federal excise tax has been included in the Construction Price;

(c) All requests for funds for undisputed work under the Agreement, including changes in the Work, and under all billings of whatsoever nature are accurate, complete, and final and no additional compensation over and above the final payment will be requested or is due under this Agreement or under any adjustment issued thereunder for such undisputed work;

(d) There are no outstanding claims of the Contractor, and no outstanding claims, liens or stop notices of any Subcontractor, Supplier, laborer, or utility owner relating to the Project; there is no existing default by the Contractor under any utility agreement to which the Contractor is a party, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or event of default under any utility agreement to which the Contractor is a party; and

(e) Upon receipt of final payment, the Contractor and its Subcontractors acknowledge that the RTC and any and all employees, officers, and Board members of the RTC and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under this Agreement.

If the Contractor is unable to include in its affidavit the statement in Subparagraph (d) above, due to matters still outstanding, its affidavit shall describe the outstanding matters in such detail as may be requested by the RTC; shall include a representation by the Contractor that it is diligently and in good faith contesting all such matters by appropriate legal proceedings, or by other means; and shall provide a status report regarding the same including an estimate of the maximum amount payable with respect to each such matter. In the event that such outstanding matters are identified by the Contractor, the RTC reserves the right to continue to hold all or part of the retainage until such matters are resolved.

(3) Notice of Completion. The RTC will inspect the Work within ten (10) Days after receipt of the Request for Final Acceptance, and will issue a Notice of Completion to the Contractor at such time as the RTC, determines that the requirements for Final Acceptance have been satisfied under the standards and criteria set forth in this Section. The Notice of Completion shall specify the date on which Final Acceptance occurred. If the RTC determines, however, that there are Deficiencies or uncompleted portions of the Work, the Contractor shall, at its own cost and expense, promptly remedy the Deficiencies or uncompleted Work and submit an additional Request for Final Acceptance, in accordance with the above process.

(4) Reservations. Final Acceptance will not prevent the RTC from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall it prevent the RTC from recovering from the Contractor, any surety or other provider of performance security, any overpayment sustained for failure of the Contractor to fulfill the obligations under the Contract Documents. The occurrence of the Final Acceptance Date shall not relieve the Contractor from any of its continuing obligations under this Agreement.

(5) **Exceptions.** Final Acceptance shall be final and conclusive except for (a) Deficiencies not readily ascertainable by the RTC; (b) actual or constructive fraud; (c) gross mistakes amounting to fraud; (d) material errors that the Contractor knew or should have known about; and (e) the RTC's rights under any warranty or guarantee. The RTC may revoke Final Acceptance at any time prior to the issuance of the final payments by the RTC upon RTC's discovery of such Deficiencies, mistakes, fraud, or errors in the Work, even if final payment has been made.

D. Relief from Maintenance Responsibility. Except as otherwise provided in Subsection C(5) or in the Notice of Completion, the Contractor shall be relieved of maintenance responsibility for the Work upon the RTC's issuance of the Notice of Completion.

E. Landscape Acceptance. The Contractor's obligations regarding Plant Establishment and the requirements for Landscape Acceptance are set forth in the Special Technical Specifications.

F. Passage of Title. The Contractor warrants that it owns, or will own, and has, or will have, good and marketable title to all Goods, materials, equipment, tools, and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Work or are purchased for the RTC for the operation, maintenance or repair of the Work, and are free and clear of all liens. Title to all of such Goods, materials, equipment, tools, and supplies which have been delivered to the site shall pass to the RTC, free and clear of all liens, upon the earlier of incorporation into the Work, or payment by the RTC to the Contractor of invoiced amounts pertaining thereto. Notwithstanding any such passage of title, the Contractor shall retain sole care, custody and control of such materials, equipment, tools, and supplies and shall exercise due care with respect thereto, as part of the Work, until the Final Acceptance Date or until the Contractor is removed from the Project.

SEC. 20. LIQUIDATED DAMAGES

A. Time of the Essence. Time is an essential element of this Agreement, and it is important that the work be pursued vigorously to completion. The Contractor acknowledges and agrees that the RTC will suffer damages in the event of a delay, as

specified below, and also that the public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The Contractor further acknowledges that because it is impracticable or extremely difficult to ascertain the exact amount of actual damages to be sustained, the Contractor and the RTC have agreed to stipulate the amount payable by the Contractor in the event of a delay or other non-performance by the Contractor.

B. Failure to Meet Completion Deadlines. Any delay beyond the Completion Deadlines set forth in Section 5 will result in RTC potentially incurring significant losses, including, without limitation, loss of reputation, delay costs, and losses out of other contracts held by RTC and related to this Project. The Parties have agreed to the following liquidated damages as an estimate of RTC's losses and not as a penalty.

(1) Substantial Completion. If the Contractor fails to achieve Substantial Completion by the Substantial Completion Deadlines specified in Section 5, the Contractor agrees to liquidated damages in the following amounts: (a) \$2,500 per Day for failure to meet the Midtown Segment to Mount Rose Completion Deadline in Section 5C(1)(a); (b) \$5,000 per Day for failure to meet the UNR Segment Completion Deadline in Section 5C(2); and (c) \$7,500 per Day for failure to meet the Project Completion Deadline in Section 5C(3); each calculated beginning on the day after the applicable Substantial Completion Deadline and ending on the date Substantial Completion occurs, as evidenced by the issuance of the Certificate of Substantial Completion.

(2) Punch List Completion. If the Contractor fails to achieve Punch List Completion by the Punch List Completion Deadlines specified in Section 5C, the Contractor agrees to pay liquidated damages in the amount of \$2,500 per Day beginning on the day after the Punch List Completion Deadline and ending on the date Punch List Completion is achieved.

C. Failure to Comply with Traffic Management Plan. If the Contractor fails to implement or maintain the Accepted traffic management plan, the Contractor agrees to pay liquidated damages in the amount of \$250.00 for each fifteen (15) minute period of non-compliance that follows the first two (2) hours after notification from the RTC, until the Contractor comes into compliance.

D. Violation of Key Personnel Requirements. If the Contractor violates the Key Personnel requirements in Section 8, the Contractor agrees to pay liquidated damages in the amount of \$5,000.00 per violation.

E. Assessment and Collection.

(1) Authority of Project Manager. In assessing liquidated damages, the RTC will be guided by principles of fairness and the efforts of the Contractor to comply with the time constraints specified herein. Accordingly, the RTC may, in its discretion, determine that minor variances to the performance period specified in Subsection B do not warrant imposition of liquidated damages.

(2) Collection. The Contractor shall pay liquidated damages within fifteen (15) Days after notice of assessment by the RTC. In addition, the Contractor agrees that RTC may withhold payments otherwise due the Contractor under this Agreement or attach the Contractor's performance bond to cover the liquidated damages set forth above.

(3) Multiple Liquidated Damages. Any combination of multiple liquidated damages as set forth in Subsection B may be assessed, but shall not be assessed concurrently. If the Contractor is in violation of more than one (1) of the performance periods set forth in Subsection B concurrently, only the higher rate shall be assessed. In addition, however, the RTC shall have the right to charge the Contractor, its successors, assigns, or surety, the actual costs of engineering, inspection, supervision and other expenses, including overhead and legal fees, incurred by the RTC which directly result from the Contractor's failure to properly perform in accordance with the terms of this Agreement. Such sums may be withheld from final payment.

F. Other Remedies. Subject to the limitations specified in Section 26 hereof, the assessment of liquidated damages shall not preclude the RTC from exercising other rights and remedies against the Contractor, including suspension of the Work or termination of this Agreement.

SEC. 21. RIGHT TO SUSPEND WORK AND TERMINATE CONTRACT

A. RTC Rights. It is mutually agreed that if at any time during the prosecution of the Work the RTC determines that the Work is not being performed according to this Agreement or in the best interest of RTC, the RTC may proceed in any of the following ways:

(1) temporarily suspend the execution of the work by the Contractor; or

(2) terminate this Agreement and/or the Pre-construction Services Agreement, in accordance with the Contract Documents, and thereupon either (a) proceed by selecting a new contractor to perform the Work, by using the RTC's own forces to perform the Work, by calling upon the surety to complete the work in accordance with this Agreement, or by a combination of any such methods; or (b) elect to discontinue or cancel the Project or the Work.

B. Contractor Obligations. Any excess in the cost of completing the Work beyond the Construction Price set forth in Section 6 that is incurred by the RTC because of a suspension or termination under this Section will be charged to and paid by the Contractor or its surety.

C. Written Notice. Whenever RTC determines to suspend or terminate work under this Agreement, it shall provide a written notice sent by mail to the Contractor and to the Contractor's surety at their respective addresses. In the case of a termination, the RTC shall provide the Contractor and/or the surety ten (10) Working Days from the date of the RTC's notice to cure.

D. Other Rights. The rights of the RTC under this Section are in addition to its suspension and termination rights and remedies under the SSPWC and the Supplemental General Provisions.

SEC. 22. ALTERATIONS AND OMISSIONS

The RTC reserves the right, at any time during the progress of the Work, to alter the Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made

in accordance with this Agreement for the altered or omitted work, without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the Work as done. Any such alteration or omissions shall be made pursuant to Change Order issued in accordance with this Agreement.

SEC. 23. ISSUE AND DISPUTE RESOLUTION

A. Informal Disputes Process, Within thirty (30) Days after NTP#1, the RTC and the Contractor shall establish an Issue Resolution System to be used as the informal process for disputes arising between the Parties under this Agreement. This System shall specifically include disputes “ladders’ or steps, time frames for the dispute resolution process, and such other terms and procedures as the Parties may establish.

B. Mediation/Arbitration. Any dispute not resolved under Subsection A hereof may, upon written agreement of both Parties, be submitted to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The parties agree to request that each of the potential mediators/arbitrators provided by the AAA have at least five (5) years of experience in construction industry disputes. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue, in accordance with the applicable provisions of NRS 38.015 to 38.205.

C. Litigation. If a dispute is not resolved by the Parties through the operation of Subsection A and is not submitted to arbitration under Subsection B, either Party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE PROJECT AND TO HAVE ALL DISPUTES IN THE LITIGATION DETERMINED BY A JUDGE WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY WOULD OTHERWISE HAVE A

RIGHT FOR THEIR DISPUTE TO BE HEARD BY A JURY, THAT THEY HAVE CONSULTED WITH THEIR ATTORNEYS, AND THAT THEY KNOWINGLY AND VOLUNTARILY AGREE TO THIS WAIVER.

D. Actions During Dispute Resolution. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

E. Alternative Dispute Resolution. If agreed to by the both Parties, disputes may be resolved by a mutually agreed upon alternative dispute resolution process (which may include structured negotiations) that is different from the processes specified in this Section.

SEC. 24. ACCESS TO RECORDS AND AUDITS

A. General. The Contractor agrees to maintain all records relating to the performance of the Work, at a location or in a manner readily accessible to the RTC, for the period of time specified in Subsection B. The Contractor further agrees that the RTC, the FTA, and the Comptroller General of the United States, and any of their authorized representatives, shall have access, at any reasonable time, to inspect, copy, and audit the records and documents of the Contractor and its Subcontractors and Suppliers, relating to any labor, materials, payrolls, invoices, plant, equipment, or activities relating to the performance of this Agreement. These inspection and audit rights extend to any cost and pricing data relating to Changes Orders, use of contingency, Subcontractor pricing and bids, and Contractor overhead and other markups. Any overpayment, unsubstantiated billing or payment, or billing or payment for work not performed in accordance with the Contract Documents that is discovered in any such audit shall be either charged against the Contractor's future invoices, deducted from final payment to the Contractor, or paid directly to the RTC by the Contractor, as directed by the RTC.

B. Duration. Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3)

year period beginning on the date of Final Acceptance; or (2) the final resolution of any litigation or claims arising out of this Agreement.

C. Cost Principles. Audits pursuant to this Section will be performed using FAR Part 31 et seq. and GAAP (generally accepted accounting principles) to determine the allowability, allocability, and reasonableness of the costs.

SEC. 25 ESCROW OF PRICING DOCUMENTS

A. Requirements for Proprietary Pricing Documents

(1) Submittal of Documentation. The Contractor shall submit to the RTC, within forty-eight (48) hours after the Notice of Award under Section 2A, one (1) copy of all documentary information generated in preparation of its price proposal for the Work and in development of the Cost of the Work and the Construction Price, including the same information from all Subcontractors to be used to perform any portion of the Work. The Contractor shall provide a full index of all materials and documentation supplied. Documents shall be delivered in a secure and locked container. This documentation is hereinafter referred to as “Proprietary Pricing Documents”, and is further described in Subsection B below.

(2) Identification of Documents. The Contractor shall submit its Proprietary Pricing Documents in one or more sealed containers, clearly marked on the outside with:

- (a) Label “Proprietary Pricing Documents”;
- (b) Contractor’s full legal name and date of its submittal; and
- (c) Virginia Street RAPID Extension Project.

(3) Escrow of Documents. The Proprietary Pricing Documents shall be held by the RTC in escrow for the duration of this Agreement, in accordance with this Section. The Proprietary Pricing Documents are not public records but are, and shall always remain, the property of the Contractor, subject to joint review by the RTC and the Contractor, and any local, state, or Federal law enforcement or regulatory agencies requesting access to these documents.

(4) Use of Documents. If needed, Proprietary Pricing Documents will be used by the RTC and the Contractor to assist in the negotiation and/or settlement of claims and

disputes, Change Order pricing, review and analysis of significant changes in the Contractor's approach from that used or assumed in developing the Cost of the Work and the Construction Price or the Proprietary Pricing Documents, and other contractual matters. The Proprietary Pricing Documents will not be used for evaluation or acceptance of the Contractor's anticipated methods of construction or, except for claims and disputes, for other matters related to the implementation of the Work. The Proprietary Pricing Documents constitute all the information used in the development of the Cost of the Work and the Construction Price, and no other Contractor pricing information shall be considered in resolving claims, disputes, or Change Order pricing.

(5) Characterization of Documents. Nothing in the Proprietary Pricing Documents shall change or modify the terms or conditions in this Agreement. Further, the Proprietary Pricing Documents are not part of the Contract Documents.

B. Document Format and Contents.

(1) Format. The Contractor shall prepare its Proprietary Pricing Documents in its normal cost-estimating format, and shall identify all costs. The preparation and submittal of the Proprietary Pricing Documents shall be at the sole expense of the Contractor. All Documents shall be in the English language and all dimensions shall be in the English Imperial (lb./foot/sec.) system.

- (2) Required Contents. The Proprietary Pricing Documents shall include:
- (a) All quantity takeoff;
 - (b) Calculations or rates of production and progress;
 - (c) Copies of quotes from Subcontractors and Suppliers and Subcontractor scope letters;
 - (d) Calculations of labor rates, equipment rates, and overhead rates;
 - (e) Memoranda, narratives, working papers, and computer printouts relating to the preparation of the price proposal;
 - (f) All add/deduct sheets;
 - (g) Assumptions regarding the scope of Work and requirements of this Agreement;

(h) Copies, on CD or DVD (readable by Windows Explorer or Adobe Acrobat) of all computer data files containing electronic schedules, cut/add sheets, material takeoff sheets, bid estimate sheets, bid proposals, recap sheets, vendor quotations, as-planned schedules, preliminary schedules, Subcontractor scope letters, and computer printouts of the electronic schedule; and

(i) All other information used by the Contractor to arrive at the prices contained in the Cost of the Work and the Construction Price.

C. Incorporation of Certification. The Contractor shall execute and submit the following Certification with the Proprietary Pricing Documents:

“I certify under penalty of perjury and pursuant to the laws of the State of Nevada that all the Proprietary Pricing Documents submitted to the RTC (including any supplemental materials required by the RTC) constitute all the information used in the development of the Cost of the Work and the Construction Price, and I further certify I have personally examined the contents of the Proprietary Pricing Documents and found that the documents herewith submitted are complete that no other pricing preparation information exists. I further certify that no information or materials other than the documentation in the Proprietary Pricing Documents will be introduced, advanced, or used by the Contractor in connection with any claim, dispute, or litigation arising under or relating to the Agreement for the Construction Work between the Contractor and the RTC.”

D. Review and Supplementation

(1) Review of Submitted Documents. As soon as practicable after delivery of the Proprietary Pricing Documents under Subsection A above, the RTC and the Contractor will jointly review the Proprietary Pricing Documents to determine whether they are complete and to identify any additional pricing information required based on the final negotiations over the Cost of the Work and the Construction Price. If, following this review, the RTC determines that the Proprietary Pricing Documents are incomplete or additional information is otherwise required, the Contractor shall provide the requested supplemental pricing materials to the RTC in accordance with Paragraph (2).

(2) Addition to Supplemental Materials. The Contractor shall deliver any supplemental pricing materials to the RTC within forty-eight (48) hours after the RTC's request. The RTC and the Contractor shall review the supplemental materials to ensure completeness, and the supplemental materials shall be added to the Proprietary Pricing Documents in the presence of the RTC legal counsel. Except as provided in this subsection, no other materials shall be added to the Proprietary Price Documents, and no materials in the original submittal shall be replaced. An updated copy of the index of documents contained in the Proprietary Pricing Documentation shall be provided to RTC upon delivery of the supplemental pricing materials under this subsection.

E. Storage and Access.

(1) Location. The RTC will place the Proprietary Pricing Documents in either a secure location at the RTC or in a secure off-site location, in its discretion. The RTC will be responsible for the costs of storage and escrow fees.

(2) Access. Access to the Proprietary Pricing Documents shall be limited to the RTC, the Contractor, any local, state, or Federal law enforcement or regulatory agency requesting access to these documents, and any agent or consultant of any of the foregoing entities.

F. Examination After Execution of Agreement.

(1) Parties with Access. The Proprietary Pricing Documents may be examined at any time deemed necessary after execution of this Agreement as follows:

(a) by the RTC and the Contractor, to assist in the consideration and resolution of matters described in Subsection A(4) above; or

(b) by any local, state, or Federal law enforcement or regulatory agency, to assist in any agency investigation.

(2) Conditioning on Examination.

(a) The RTC and the Contractor shall each designate, in writing to the other, and a minimum of three (3) Days prior to examination, representative(s) who are authorized to examine the Proprietary Pricing Documents.

(b) Access to the Proprietary Pricing Documents will take place only by duly designated authorized representatives of both the RTC and the Contractor (or by authorized representatives of a law enforcement or regulatory agency).

(c) Neither Party will reproduce any of the Proprietary Pricing Documents without the agreement of the other Party.

(3) Return to Contractor. The Proprietary Pricing Documents will be returned to the Contractor following the later of (a) Final Acceptance and Notice of Completion in accordance with this Agreement; or (b) the resolution of all claims, disputes, and/or litigation arising under or relating to the Agreement or the performance of the Work.

SEC. 26. EXCLUSION OF CONSEQUENTIAL DAMAGES

A. Exclusion. Except as provided in Subsection B below, in no event shall either Party be liable to the other Party for any “consequential damages” arising out of performance of the Work or implementation of the Contract Documents (or failure to perform hereunder), and each Party hereby releases the other from such liability. The term “consequential damages” means those special, indirect, or incidental damages that flow naturally and inevitably from an action or failure to act, such as fare revenue losses, loss of use, cost of capital, debit service, loss of profit on related contracts, administrative costs, claims of taxpayers and other indirect damage. The foregoing shall apply to limit liability under actions brought under any theory of law, including actions in tort (including negligence) as well as in contract, and shall extend to Subcontractors. The Contractor shall assure that the originally executed Subcontract with each of its Subcontractors includes a similar exclusion of consequential damages that extends to the RTC.

B. Exceptions to Exclusion. The exclusion of consequential damages set forth in Subsection A above shall not exclude or affect:

(1) The Contractor’s obligation to pay liquidated damages in accordance with Section 20 of this Agreement.

(2) Any liability for fraud, reckless or willful misconduct, or criminal acts;

(3) Any liability with respect to indemnification for Third Party claims; or

(4) Any liability for any type of damage or loss to the extent such loss or damage is covered by the proceeds of insurance provided under project specific policies applicable to the Project or other coverages required under this Agreement.

SEC. 27. VALUE ENGINEERING CHANGE PROPOSALS

A. Submittal by Contractor. The Contractor shall use its best efforts to develop and submit Value Engineering Change Proposals (“VECPs”) for the purpose of enabling the Contractor and the RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics or required performance of the Project.

B. Purpose and Scope.

(1) Purpose. The purpose of VECPs is to encourage the use of the Contractor’s ingenuity and experience in arriving at alternative designs, methods, and procedures that result in a lower direct cost to accomplish a prescribed function.

(2) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which (a) would modify or require a change in any of the requirements of, or constraints set forth in, the Contract Documents in order to be implemented, and (b) would reduce the Contract Price or Contract Time without impairing essential functions, characteristics, or requirements of the Work, including the meeting of requirements contained in all applicable laws and regulations. VECPs shall not be based solely upon a change in quantities.

(3) Scope and Objective. VECPs may be developed by the Contractor or may be based on proposals from the RTC. VECPs are limited to changes that are within the design parameters, as defined by the RTC, for the Project. VECPs that reduce the time to complete the Project, and only result in indirect cost savings, may be accepted based on the mutual benefit derived. When developing a VECP, the Contractor should address the environmental permit requirements, regulations, commitments made to the public to mitigate the impact of construction, and similar concerns as part of the VECP.

C. Value Engineering and Proposal Concepts Evaluation Meetings

(1) Initial Meetings. The RTC's Project Manager will consult with the Contractor and arrange and lead meetings with thirty (30) Days after the issuance of the NTP, to discuss initial VECP ideas and the overall VECP process.

(2) Additional Meetings. Additional value engineering meetings may be called by the Contractor or the RTC, as necessary, to discuss and evaluate VECP opportunities identified by either the RTC or the Contractor that may arise from time to time during the performance of the Work. Attendance at the meetings and the preparation of the estimate of effects of a VECP shall be at no increase in the Contract Price.

D. Information to be Provided. – At a minimum, the Contractor shall submit the following information with each VECP:

- (1) Description of the existing Contract Document requirement(s) which are involved in the proposed change;
- (2) Description of the proposed change;
- (3) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each changed item;
- (4) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);
- (5) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the CPM Schedule;
- (6) Costs of development and implementation by the Contractor;
- (7) Cost and/or time estimate for existing Contract Document requirement, compared to the Contractor's cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP; and
- (8) A description of the technical aspects of the conceptual VECP in sufficient detail as to enable reviewers to determine the suitability of the VECP from an

engineering perspective. If the technology is new, test information must be provided to the RTC's satisfaction.

E. RTC Review. Upon receipt of a VECP from the Contractor, the RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.

F. Acceptance of VECPs. The RTC may, at its sole discretion, accept (in whole or in part) any VECP submitted, through issuance of a Change Order to the Contractor. Designs for accepted VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued for a VECP, the Contractor shall remain obligated to perform in accordance with the existing Contract Documents. The decision of the RTC to reject or accept a VECP shall be final and not subject to the provisions of Section 23 regarding dispute resolution.

G. Determination of VECP Amount.

(1) Reduction in Contract Price. If the RTC accepts a VECP submitted by the Contractor that results in cost savings, the Contract Price shall be reduced by an amount equal to one hundred percent (100%) of the Estimated Net Savings, as defined in Paragraph (2), provided that the RTC may, in its discretion, share a portion of the Estimated Net Savings with the Contractor.

(2) Definition. The term "Estimated Net Savings" as used herein means (a) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change; less (b) any additional costs incurred by the RTC resulting from the VECP. The Contractor's profit shall not be considered part of the cost. The Contractor's share of any VECP savings shall be considered full compensation to the Contractor for implementing all changes pursuant to the Change Order that results from the VECP.

H. Additional Conditions. The following conditions also apply to VECPs:

(1) The RTC will be the sole judge as to whether a VECP qualifies for consideration and evaluation. The RTC may reject any VECP which is not consistent with the RTC's policies and goals for the Project.

(2) A VECP must provide the same service life or more, facilitate economy of operations and ease of maintenance, and achieve the desired appearance and safety.

(3) Elimination of Work does not necessarily constitute a VECP.

(4) If the RTC requires any additional information to evaluate the VECP, this information must be provided in a timely manner. Unless mutually agreed to otherwise, failure to do so will result in the rejection of the VECP.

(5) The Contractor should encourage submission of VECPs from its Subcontractors. Such VECPs will require that the terms of payment to the Subcontractor by the Contractor are satisfactorily negotiated and accepted before the VECP is approved by the RTC. Subcontractors may not submit a VECP except through the Contractor.

(6) The Contractor shall not order any Goods or materials related to the VECP until written notice of acceptance has been received from the RTC.

(7) The Contractor shall update the CPM Schedule to reflect any schedule impact of the implementation of the VECP.

SEC. 28. SUCCESSORS AND ASSIGNEES

This Agreement will bind the successors, assignees, and representatives of the Parties hereto. This Agreement may not be assigned by the Contractor, or its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of, without the prior written consent of the RTC. Any attempt to assign this Agreement without RTC's written consent is null and void.

SEC. 29. INDEPENDENT CONTRACTOR

The relationship of the Contractor to RTC is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of RTC by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of RTC, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security

coverage, or retirement membership or credit. The Contractor agrees that it is responsible for the performance of the Work in accordance with its own means and methods and responsible for all wages, salaries, and benefits of its employees, including determining appropriate rates of pay.

SEC. 30. GOVERNING LAW; COMPLIANCE WITH LAWS; CONSENT TO JURISDICTION AND VENUE

A. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada.

B. Compliance with Laws and Certifications. The Contractor agrees that it will comply with all applicable State and Federal laws and regulations, specifically including the Federal Requirements in the FTA Requirements set forth in Exhibit K, and all applicable local codes and ordinances. The Contractor has completed and signed Exhibit L-1 - Affidavit of Non-Collusion, Exhibit L-2- Buy America Certification, Exhibit L-3 – Lobby Certification, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” Exhibit L-4 – Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; and attached hereto and incorporated herein. The Contractor affirms that such certifications remain valid and shall immediately notify the RTC if circumstances change that affect the validity of these certifications. Completion of Form SF-LLL is a continuing obligation for the Contractor to disclose lobbying activities.

C. Contractor Affirmations and Responsibility. The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, ordinances, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all off such requirements at its sole cost and expense and without any increase in the Construction Price or extension to the Contract Time due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified Construction Price.

D. Jurisdiction and Venue. The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder. Venue in any such action shall lie in the 2nd Judicial District Court of the State of Nevada, in and for the County of Washoe, and in the United States District Court for the District of Nevada, Northern Division.

SEC. 31. CONTINUED EFFECT OF PRE-CONSTRUCTION SERVICES AGREEMENT

All provisions of the Pre-Construction Services Agreement, including all exhibits and change orders, remain in full force and effect unless amended by this Agreement.

SEC. 32. SEVERABILITY

If any provision or provisions of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SEC. 33. NO THIRD PARTY BENEFICIARIES

This Agreement and the rights and obligations arising therefrom are strictly for the benefit of the Parties to this Agreement. The Parties agree that any benefit asserted by any Third Party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Agreement and is not intended to create a right of action in any person not a signatory to this Agreement.

SEC. 34. COUNTERPARTS; EFFECTIVE DATE

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. This Agreement shall be effective on the date executed by the last party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

SIERRA NEVADA
CONSTRUCTION, INC.

By: _____
Lee Gibson, AICP
Executive Director

By: _____
Marc Markwell, Esq.
Chief Financial Officer

Date: _____

Date: _____

ATTEST:

Executive Assistant

Date:

Approved as to Form:

By: _____
Dale Ferguson, Esq.
RTC Chief Counsel

EXHIBIT A

CONSTRUCTION PLAN

DRAFT



CONSTRUCTION PLAN

*Virginia Street RAPID Extension
Project – Phase 2*

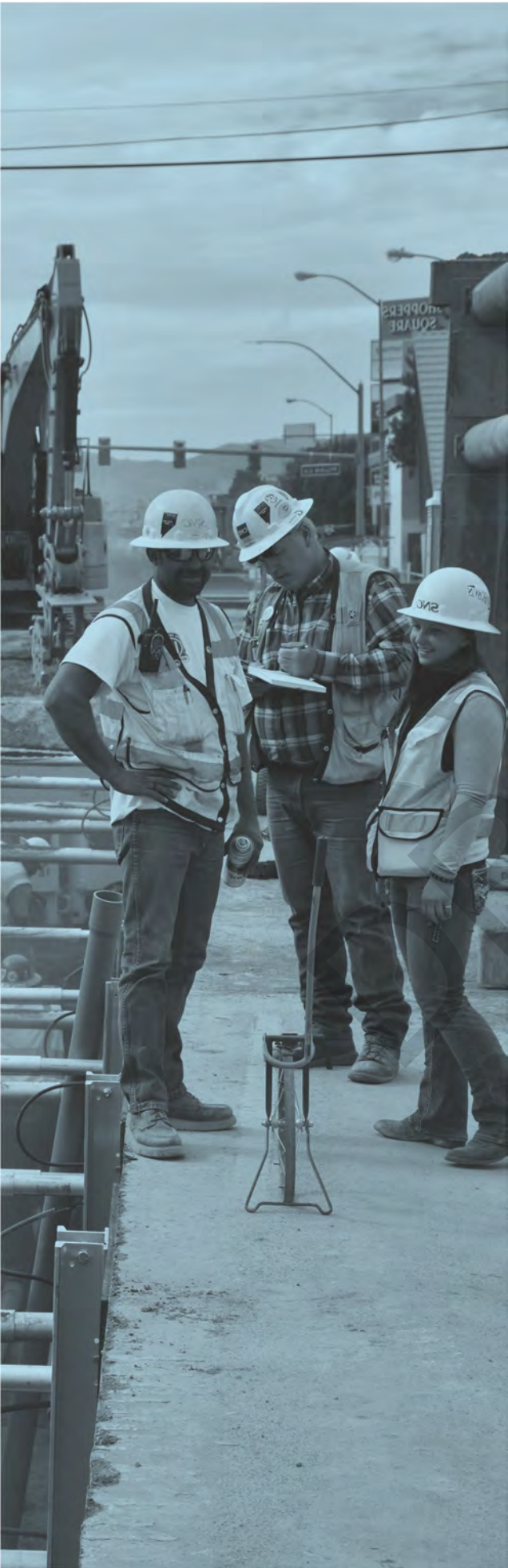


TABLE OF CONTENTS

1. General Summary	3
2. Schedule	5
3. Construction Means and Methods	7
4. Access Requirements	17
5. Traffic Control	22
6. Public Outreach	30

SAFETY

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

1. GENERAL SUMMARY

The Construction Plan for the Virginia Street RAPID Extension Project Phase 2 has been developed to outline the assumptions and expectations for Sierra Nevada Construction during the reconstruction phase of the project. The assumptions and expectations detailed in this construction plan are for planning purposes only and subject to change based on conditions that arise as construction progresses. The assumptions and expectations detailed in this construction plan provide guidance and direction for a level of conduct to be provided by SNC. While exceptions to this plan may occur, any exception, as approved by the RTC, will still meet the intent of this plan. The milestones for the project are listed below:

- **Substantial Completion Plumb to Mt. Rose – November 22, 2019**
- **Substantial Completion Side Streets – November 22, 2019**
- **Substantial Completion Mt. Rose to Liberty – October 31, 2020**
- **Substantial Completion UNR – July 31, 2020**

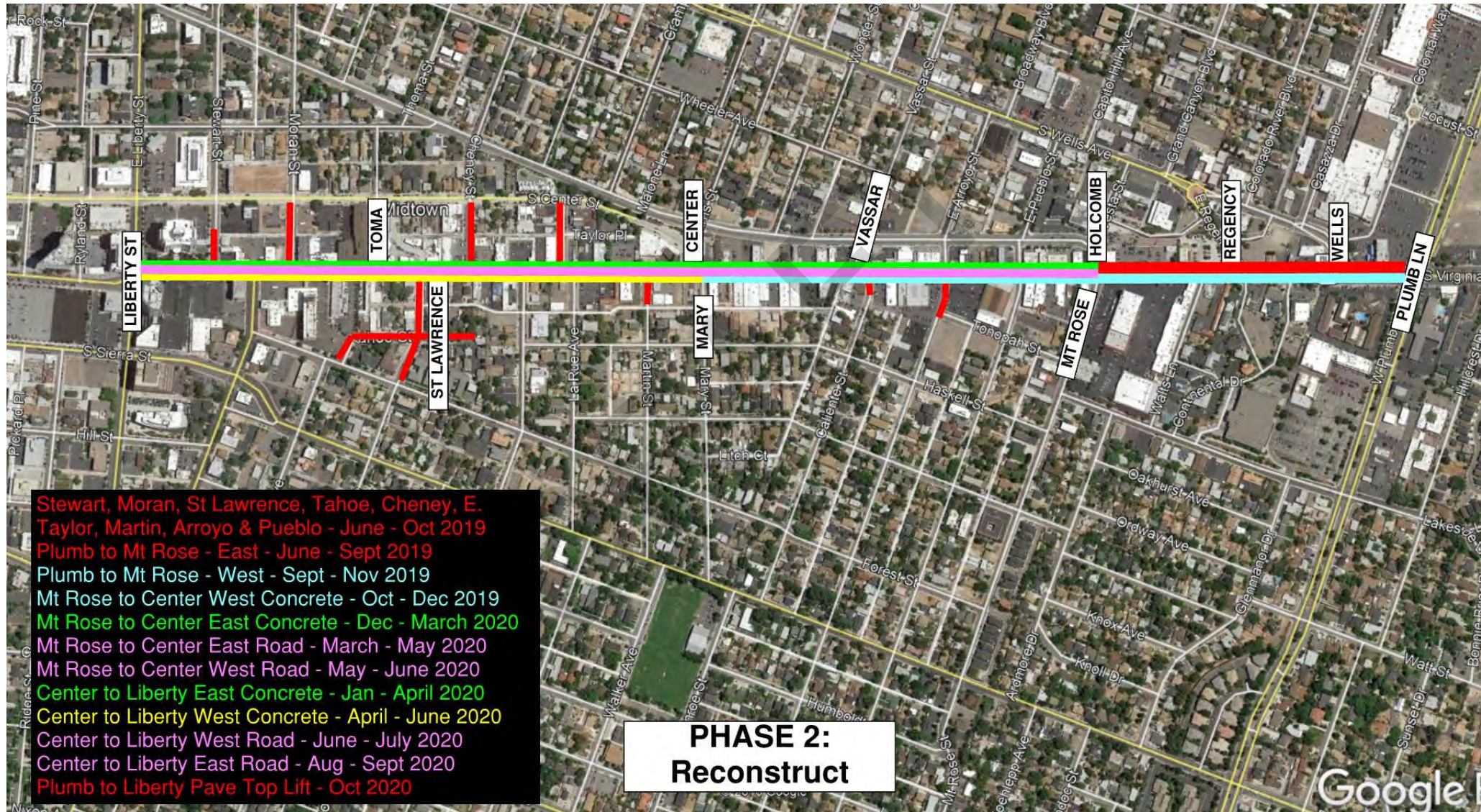
The following are brief descriptions of each section detailed in this Conduct for Construction Plan:

1. General Summary – Includes the phasing plan for the project and general assumptions made as well as project milestones
2. Schedule - Outlines parameters of the initial schedule including working hours, non-working days assumed, milestones and special events
3. Construction Means and Methods – Provides a breakdown of how the work will be built and assumptions that were made in the estimate to facilitate construction
4. Access Requirements – Describes the plan for providing access to businesses while construction impacts are occurring
5. Traffic Control – Consists of the plan to direct vehicles, cyclists, and pedestrians through the work zone
6. Public Outreach – Includes a summary of the public outreach plan that was developed

A phasing plan for construction is on the following page.

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

2. SCHEDULE

The construction schedule was developed from the need to reduce time, risk of delay and construction costs. The Reconstruction GMP 2 incorporates the following schedule assumptions.

Work and Production Assumptions

- Working days are Monday through Saturday
 - **South Location:**
 - June 2019 – October 2019: 6 days a week, 10 hours per day
 - November 2019 – April 2020: 5 days a week, 8 hours per day
 - May 2020 to November 2020: 6 days a week, 10 hours per shift
 - **North Location:**
 - March 2020 – July 2020 6 days a week, 10 hours per day
- 2019 Milestones:
 - Reconstruction from Plumb Lane – Mt. Rose/ Holcomb (including intersection)
 - Reconstruction of side streets
- 2020 Milestones:
 - Reconstruction of Mt. Rose/ Holcomb – Liberty
 - Reconstruction of Northern Portion of the project (UNR)
- The schedule utilizes multiple crews working concurrently

Weather

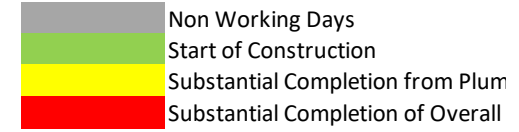
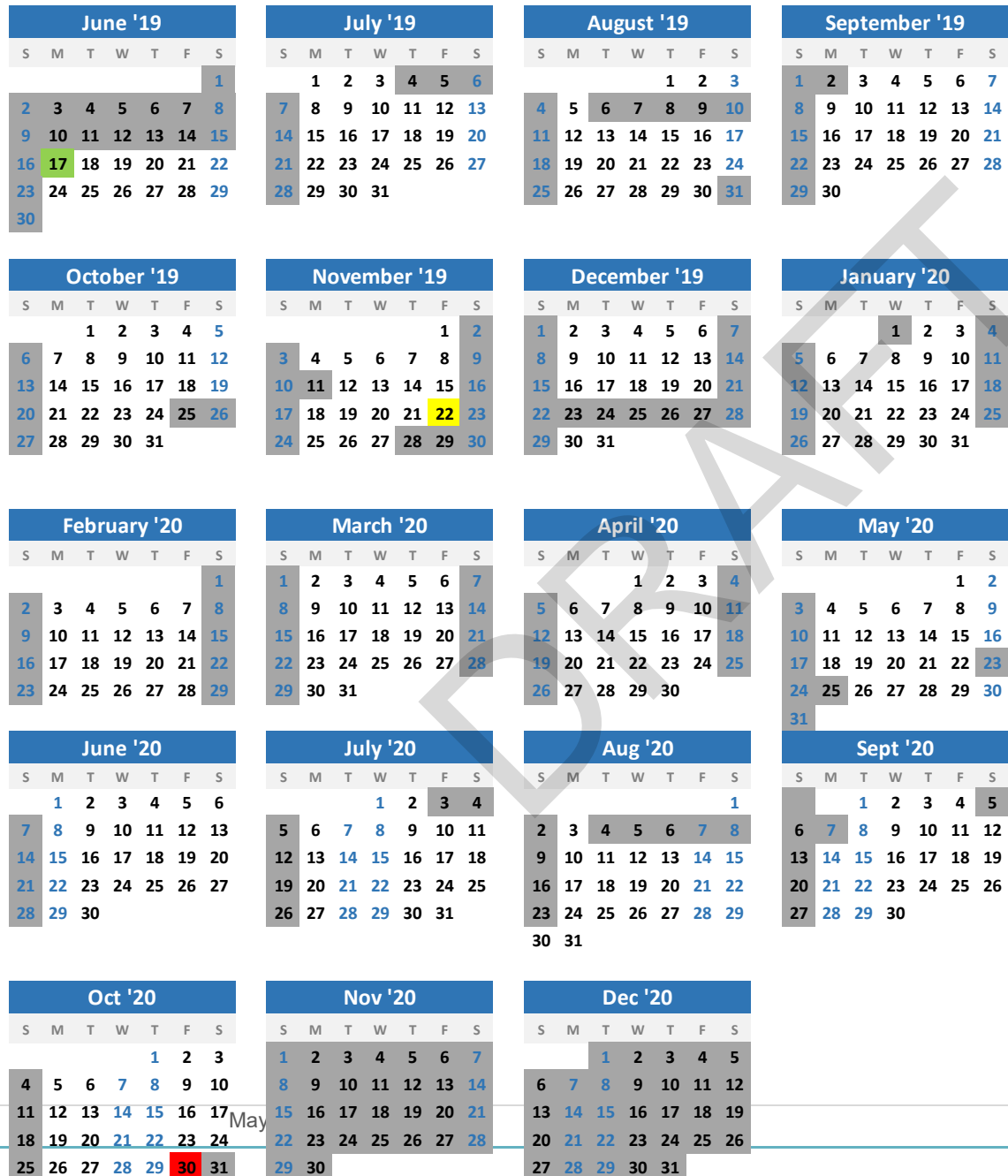
- No weather days are considered in the project schedule and they will be assigned as non-working days when encountered

Working Days

- A calendar is provided on the following page with the working and non-working days used in the project schedule

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



Summary of working days by Month

Phase 2A Plumb to Mt Rose and Side Streets	
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	15
Total Phase 2A	121
Overall Overall Project	
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	18
Dec 2019	17
Jan 2020	22
Feb 2020	20
March 2020	22
April 2020	22
May 2020	24
June 2020	26
July 2020	25
Aug 2020	22
Sept 2020	24
Oct 2020	25
Total Phase 2B	373

May

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

3. CONSTRUCTION MEANS AND METHODS

General Phasing and Work Scope

Following the phasing plan on page 4, the work is broken out into three sections:

1. Plumb Lane to Mt Rose Street and Side Streets
2. Mt Rose Street to Center Street
3. Center Street to Liberty Street

Within these sections the following work must occur:

Side Streets and Plumb to Mt. Rose

- Install BMPs/sawcut
- Lower utilities
- Mill asphalt and aggregate base from roadway section, off haul
- Excavate remaining roadway section and concrete
- Storm drain abandonments, drainage inlets, ATT abandonment, building cross drains
- Rough dump base on proof rolled subgrade
- Excavate, lay, backfill electrical trench
- Excavate electrical light foundations
- Excavate, lay, backfill irrigation trench
- Tree cells
- Base and grade for concrete
- Form pour strip curb and gutter
- Form pour strip driveways
- Form pour strip sidewalk, form pour strip integral concrete and sandblast
- Fine grade roadway
- Cement treat roadway 2% bulk cement by dry weight (excluding sidestreets)
- Cure roadway (48 hrs)
- Placement of asphalt
- Landscaping
- TCE repairs
- Medians
- Signs and striping
- Transit stations

Mt. Rose to Liberty

- Excavate for new concrete footprint
- Excavate, lay, electrical trench
- Excavate electrical light foundations
- Excavate, lay, backfill irrigation trench
- Tree cells

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Base and grade for concrete
- Form, pour, and strip curb and gutter
- Form, pour, strip driveways
- Form, pour, strip sidewalk/ pour integral concrete and sandblast
- Lower utilities
- Mill asphalt and aggregate base from roadway section, off haul
- Excavate remaining material to subgrade
- Base and grade roadway
- Fine grade roadway
- Cement treat roadway 2% bulk cement by dry weight
- Cure roadway (48 hrs)
- Placement of asphalt
- Landscaping
- TCE Repairs
- Medians
- Signs and striping
- Transit stations

Breakdown of Construction Means and Methods

Side Streets:

Access/ Traffic Control

- Side streets will be closed to all non-construction traffic
- Parking for businesses will be on adjacent streets and access will be maintained through pedestrian access routes except in special cases where we have coordinated differently with the business owner/tenant such as deliveries, access to driveways, etc.
- Whenever possible we will not work on adjacent side streets in order to keep those open for parking or through traffic
- Pedestrian access will be restricted during demolition, grading, and concrete placement operations. SNC will coordinate with the business prior to these operations and work diligently to restore access as quickly as possible
- Boardwalks will not meet all ADA requirements however we will make them accessible to wheelchairs and individuals with disabilities. We will maintain an ADA detour route around construction where applicable
- Driveways or alleyways will be closed during demolition, grading, and paving operations

Construction plan

- Excavation/demolition will occur from building face to centerline of roadway on one half of the street
- Aggregate base will be rough dumped into the new roadway footprint
- Excavation/demolition will occur from building face to centerline of roadway on the other half of the street (entire roadway and concrete removed at this time)
- Aggregate base will be rough dumped into the new roadway footprint
- Any subsurface infrastructure will be installed such as site lighting, irrigation, storm drain inlets, building drains, tree cells, etc.
- Grading for curb and gutter, concrete flatwork, and driveways will then occur

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Upon placement of the curb and gutter, finish grading of the roadway will commence
- Paving operations will occur on multiple side streets simultaneously
- Utilities will be raised to match finished roadway surface
- Striping and signs will be the final operation before the entire roadway is substantially complete and open to the public
- From removal of roadway to final lift asphalt pavement there could be anywhere from a 4 week to 8 week duration depending on the size of the side street
- SNC will work diligently to complete roadway sections after demolition has occurred in order to reduce impacts to the businesses, residences, and the traveling public as much as possible

Mt. Rose to Plumb:

Access/ Traffic Control

- One-way traffic southbound will remain constant on Virginia Street
- Northbound traffic will be maintained using either the Wells detour or one northbound lane up to Mt. Rose/Holcomb
- At the Plumb intersection we will maintain one right, thru, and left turn lane
- Intersections of Regency and Mt. Rose/Holcomb and connecting side streets will need to be partially closed when work is being performed in that intersection
- Driveway access will be disrupted during demolition, utilities, grading, cement treating, and paving operations
- Work will progress as quickly as possible restoring driveway access using base or pulverized material, steel plates, or asphalt for access with a maximum closure time of 4 hrs to be coordinated with business unless prior approval for longer closure from business is granted
- If there is more than one access to a business one access will be maintained as much as possible. Impacts will be coordinated with the business owner/tenant
- If there is only on street parking access to a business parking will need to occur on a nearby side street and pedestrian access will be maintained
- Access will be restricted during demolition, grading, and concrete placement operations. SNC will coordinate with the business/tenant prior to these operations

Construction plan

- Work will progress from Mt. Rose headed towards Plumb
- Utilities will be lowered below new subgrade elevation
- Removal of the existing surface and underlying aggregate base will be milled off on one half of the roadway
- Excavation/demolition to new subgrade will occur from building face to centerline of roadway
- Installation of pedestrian access ramps as required
- Abandonment of utilities such as storm drain or ATT structure will occur between excavation of the roadway and placement of aggregate base
- Subgrade will be processed, and reasonable attempts will be made to meet project specifications without causing damage to subgrade or underground infrastructures. Subgrade will then be proofed rolled. Any areas identified as needing over excavation will be removed to a depth of 18", a layer of geotextile fabric will be added, and base or grindings will be used to backfill
- Aggregate base will be rough dumped onto the new roadway subgrade

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Any underground infrastructure will be installed such as site lighting, irrigation, storm drain inlets, building drains, tree cells, etc.
- Grading for curb and gutter, concrete flatwork, and driveways will then occur
- Upon placement of the curb and gutter, roadway finish grading will commence
- After roadway is finish graded 2% bulk cement by dry weight will be mixed to a depth of 10" using a spreader truck and pulverizer. Around shallow utilities, manholes, vaults, etc we will scarify and mix cement using conventional machinery such as a skip loader or motor grader
- Cement treated surface will be sealed with SS-1H for curing
- After a minimum of 48 hrs of cure time we will pave all lifts except for the top lift
- The duration from removal of roadway to paving surface could be up to 2.5 months
- SNC will work diligently to complete roadway sections after demolition has occurred in order to reduce impacts to the businesses, residence, and the traveling public as much as possible
- After one half of the roadway is complete, we will continue the same operations on the opposite side of the road
- Once roadway is complete, we will construct median islands
- The entire top lift will be paved in one operation
- Utilities will be raised to match roadway finish grade
- Striping and signs will be the final operation before the entire roadway is substantially complete and open to the public
- Landscaping, transit stations and other enhancements will continue

Mt. Rose to Center:

Access/ Traffic Control

- One-way traffic southbound will remain constant on Virginia Street during the concrete work
- Areas of Virginia Street may need to be looked at for closure during roadway dig out provided there are adequate detours that could be utilized
- Northbound traffic will be detoured at Mt. Rose/Holcomb and back onto Virginia at Center/Mary
- Intersections of Vassar and connecting side streets will need to be partially closed when work is being performed in that intersection
- Driveway access will be disrupted during demolition, utilities, grading, cement treating and paving operations
- We will work as quickly as possible to restore driveway access using base/pulverized material, steel plates, or asphalt
- If there are multiple accesses to a business, one access will be maintained unless coordinated otherwise with the business/tenant
- If there is only on street parking access to a business parking will need to occur on a nearby side street and pedestrian access will be maintained
- Access will be restricted during demolition, grading, and concrete placement, cement treating and pavement operations. SNC will coordinate with the business/tenant prior to these operations

Construction plan

- Excavation/demolition will occur from building face to 18 inches beyond new curb and gutter line. In some cases, this may need to be further to account for changes in elevation

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Abandonment of utilities such as storm drain or ATT structure will occur between excavation of the surface and placement of aggregate base
- Any underground infrastructure will be installed such as site lighting, irrigation, storm drain inlets, building drains, tree cells
- Grading for curb and gutter, concrete flatwork, and driveways will then occur
- Once concrete is complete to Center/Mary and roadwork temperatures are above 40 degrees and rising, we will begin the roadwork in this section
- Utilities will be lowered below new subgrade elevation
- Removal of the existing surface and underlying aggregate base will be milled off on one half of the roadway
- Excavation/demolition to new subgrade will occur from new curb and gutter to centerline of roadway
- Subgrade will be processed, and reasonable attempts will be made to meet project specifications without causing damage to subgrade or underground infrastructures. Subgrade will then be proofed rolled. Any areas identified as needing over excavation will be removed to a depth of 18", a layer of geotextile fabric will be added, and base or grindings will be used to backfill
- Aggregate base will be rough dumped onto the new roadway subgrade
- Finish grading will take place after we have ensured all other remaining work under roadway is complete
- After roadway is finish graded 2% bulk cement by dry weight will be mixed to a depth of 10" or 9" using a spreader truck and pulverizer. Around shallow utilities, manholes, vaults, etc we will scarify and mix cement using conventional machinery such as a skip loader or motor grader
- Cement treated surface will be sealed with SS-1H for curing
- After a minimum of 48 hrs of cure time we will pave all lifts except for the top lift
- The duration from removal of roadway to paving surface could be up to 1.5 months
- SNC will work diligently to complete roadway sections after demolition has occurred in order to reduce impacts to the businesses, residence, and the traveling public as much as possible
- After one half of the roadway is complete, we will continue the same operations on the opposite side of the road
- Once roadway is complete, we will construct median islands/curb
- The entire top lift will be paved in one operation
- Utilities will be raised to match roadway finish grade
- Striping and signs will be the final operation before the entire roadway section is substantially complete and open to the public
- Landscaping, transit stations and other enhancements will continue

Center to Liberty:

Access/ Traffic Control

- One-way traffic southbound will remain constant on Virginia Street during the concrete work
- Areas of Virginia Street may need to be looked at for closure during roadway dig out provided there are adequate detours that could be utilized
- Northbound traffic will be detoured at Holcomb Ave. and onto Center St. to Liberty
- Intersections of California and connecting side streets will need to be partially closed when work is being performed in that intersection
- Driveway access will be disrupted during demolition, utilities, grading, cement treating and paving operations

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- We will work as quickly as possible to restore driveway access using base/pulverized material, steel plates, or asphalt
- If there are multiple accesses to a business, one access will be maintained unless coordinated otherwise with the business/tenant
- If there is only on street parking access to a business parking will need to occur on a nearby side street and pedestrian access will be maintained
- Access will be restricted during demolition, grading, and concrete placement, cement treating and pavement operations. SNC will coordinate with the business/tenant prior to these operations

Construction plan

- Excavation/demolition will occur from building face to 18 inches beyond new curb and gutter line. In some cases, this may need to be further to account for changes in elevation
- Abandonment of utilities such as storm drain or ATT structure will occur between excavation of the surface and placement of aggregate base
- Any underground infrastructure will be installed such as site lighting, irrigation, storm drain inlets, building drains, tree cells
- Grading for curb and gutter, concrete flatwork, and driveways will then occur
- Once concrete is complete to Center/Mary and roadwork temperatures are above 40 degrees and rising, we will begin the roadwork in this section
- Utilities will be lowered below new subgrade elevation
- Removal of the existing surface and underlying aggregate base will be milled off on one half of the roadway
- Excavation/demolition to new subgrade will occur from new curb and gutter to centerline of roadway
- Subgrade will be processed, and reasonable attempts will be made to meet project specifications without causing damage to subgrade or underground infrastructures. Subgrade will then be proofed rolled. Any areas identified as needing over excavation will be removed to a depth of 18", a layer of geotextile fabric will be added, and base or grindings will be used to backfill
- Aggregate base will be rough dumped onto the new roadway subgrade
- Finish grading will take place after we have ensured all other remaining work under roadway is complete
- After roadway is finish graded 2% bulk cement by dry weight will be mixed to a depth of 10" or 9" using a spreader truck and pulverizer. Around shallow utilities, manholes, vaults, etc we will scarify and mix cement using conventional machinery such as a skip loader or motor grader
- Cement treated surface will be sealed with SS-1H for curing
- After a minimum of 48 hrs of cure time we will pave all lifts except for the top lift
- The duration from removal of roadway to paving surface could be up to 1.5 months
- SNC will work diligently to complete roadway sections after demolition has occurred in order to reduce impacts to the businesses, residence, and the traveling public as much as possible
- After one half of the roadway is complete, we will continue the same operations on the opposite side of the road
- Once roadway is complete, we will construct median islands/curb
- The entire top lift will be paved in one operation
- Utilities will be raised to match roadway finish grade
- Striping and signs will be the final operation before the entire roadway section is substantially complete and open to the public

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Landscaping, transit stations and other enhancements will continue

Roundabout:

Access/ Traffic Control

- One-way traffic southbound will remain constant on Virginia Street. The northbound detour will be Holcomb to Center St.
- The roundabout will be built in halves in order to maintain one way southbound through the roundabout area
- Intersections of Center and Mary will be partially closed at times when work is being performed in that intersection
- Driveway access will be disrupted during demolition, utilities, grading, and concrete paving operations
- We will work as quickly as possible to restore driveway access using base/pulverize material, steel plates, or asphalt for access
- If there are multiple accesses to a business, one access will be maintained unless coordinated otherwise with the business/tenant
- If there is only on street parking access to a business parking will need to occur on a nearby side street and pedestrian access will be maintained
- Access will be restricted during demolition, grading, and concrete placement operations. SNC will coordinate with the business prior to these operations

Construction plan

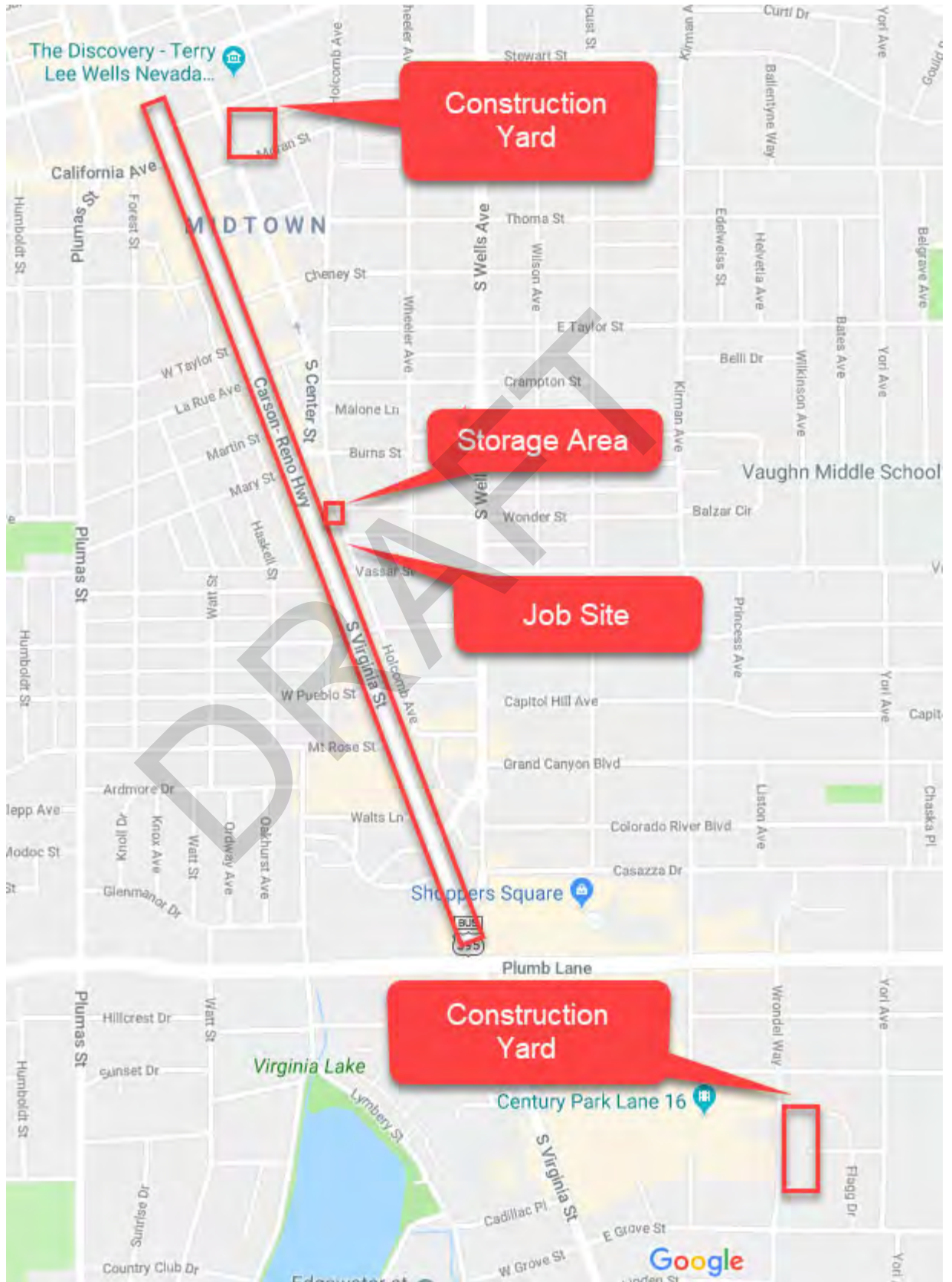
- Underground utilities (water, sewer, storm drain) in this area will be completed prior to the construction of the roundabout
- Excavation/demolition will occur for half the roundabout area
- Any underground infrastructure will be installed such as site lighting, irrigation, storm drain inlets, building drains, tree cells
- Grading for curb and gutter, sidewalks, driveways and PCC pavement will occur
- Once concrete is complete, we will begin the other half of the roundabout
- Cure time on PCC paving is assumed to be 7 days before we can put traffic on it
- Striping and signs will be the final operation before the roundabout section is substantially complete and open to the public
- Landscaping and other enhancements will continue

Construction Staging:

We have designated the following yards to be used for construction staging on this project:

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

- Each yard will be used to stage construction equipment and materials during the project. The roadways under construction will be the primary location of equipment storage during non-working hours.
- The construction yard located directly on Virginia Street, adjacent to the Z Bar will have a small area designated for the project public construction trailer at the request of the RTC. This trailer will have designated office hours to allow the public a location to ask questions and gather information on the job over the course of construction. This trailer will be provided by SNC and staffed by the RTC.
- Other temporary facilities such as restrooms for the project may be staged in these construction yards as well as along the roadway.

Parking:

The project is being phased to help facilitate and maintain as much on street parking as possible. Parking along Virginia Street will be maintained during work on the side streets and parking on the side streets will be maintained while mainline Virginia Street is under construction. Any parking location, associated with the project or not, be at the risk of the vehicle owner.

Protection of Properties/ Noise & Vibration:

This phase of construction will be very impactful to businesses directly adjacent to the construction. In many situations the improvements will come up to the existing building face. We will have a small crew assist in the protection of these properties during saw cutting, removal and replacement operations.

We will take reasonable precautions to minimize noise and vibrations to business and residents during construction. However, due to the nature of this work it will not be possible to fully mitigate this at all times. Off hour shifts will be worked to reduce impacts and any night work will be minimized around residential areas.

Shallow utilities do exist within the subgrade and vibration from construction traffic and rollers can cause damage. SNC will make reasonable attempts to protect these in place, however each utility should advise the RTC/SNC if they feel normal construction will damage these facilities.

It is anticipated areas exist adjacent to buildings that will not be able to be meet compaction requirements due to risk of damage to the foundations/structure. SNC will coordinate with the onsite inspector and make all reasonable attempts in these areas to meet compaction without causing damage to the structure. If compaction cannot be met using standard construction methods SNC will coordinate with RTC on remediation such as slurry backfill.

Dirt/Debris Mitigation:

This phase of work has an increased amount of import and export from the site. We will be utilizing mechanical sweepers as required to maintain the cleanliness of the roadways throughout the jobsite and track out onto streets. A water truck will be onsite for construction operations and will assist to reduce dust along the corridor and in the staging yards. Weekend dust control will used as needed when large areas of the road are exposed.

Unanticipated Utility Conflicts/ Hazardous Material Remediation/ Other Conflicts:

Utilities/ obstacles that are discovered in conflict with new construction, within the new structural section, shallow utilities that restrict compaction efforts, hazardous materials, water, tanks, large rocks or other items will be dealt with on a case by case basis. Associated parties will be notified regarding conflicts and direction will be given from the RTC on how to proceed.

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

SWPPP/ Onsite Water Management:

We will maintain compliance with the General Permit and protect the site from run on and run off water/material, track/dust control during construction. A project SWPPP will be maintained and will detail out this management plan. It will be kept onsite located at 95 La Rue.

Emergency Vehicle Provisions:

Emergency vehicles will take priority to any construction traffic and operations. SNC will make instruct traffic control personnel to ensure these vehicles (fire, ambulance, police) have the right of way throughout the construction area during emergencies.

Permits:

SNC has assumed the following regarding permits on this project:

- NDEP SWPPP Permit
- Washoe County Dust Control Permit
- City of Reno Stockpile Permits for yard locations
- City of Reno Encroachment Permit
- Transit Stations building permits
- No abatement permits have been assumed

Safety:

Safety of the project personnel, pedestrians and the traveling public is the utmost importance to SNC and all members of the project team. Items discussed in this Construction Plan will always make safety a priority and many items in this plan have been included to assist in helping the public access their destinations safer, while maintaining a safe work environment.

4. ACCESS REQUIREMENTS

Sierra Nevada Construction is dedicated to maintaining access to businesses during construction whether it is from alternate routes or providing safe access through the construction zone. Driveways and door fronts are two crucial points of access and will both be maintained whenever possible. We will make the restoration of these a priority when a business does not have an alternate access point.

Driveways:

Driveways will be impacted during demolition, grading, concrete placement, cement treating, and paving stages of construction. A minimum 4 hour working window is being assumed for these operations. We will build access ramps using pulverized material, aggregate base, steel plates or asphalt. Restricting access will be coordinated with each business/tenant prior to impacts and we will work diligently to restore it as soon as possible.

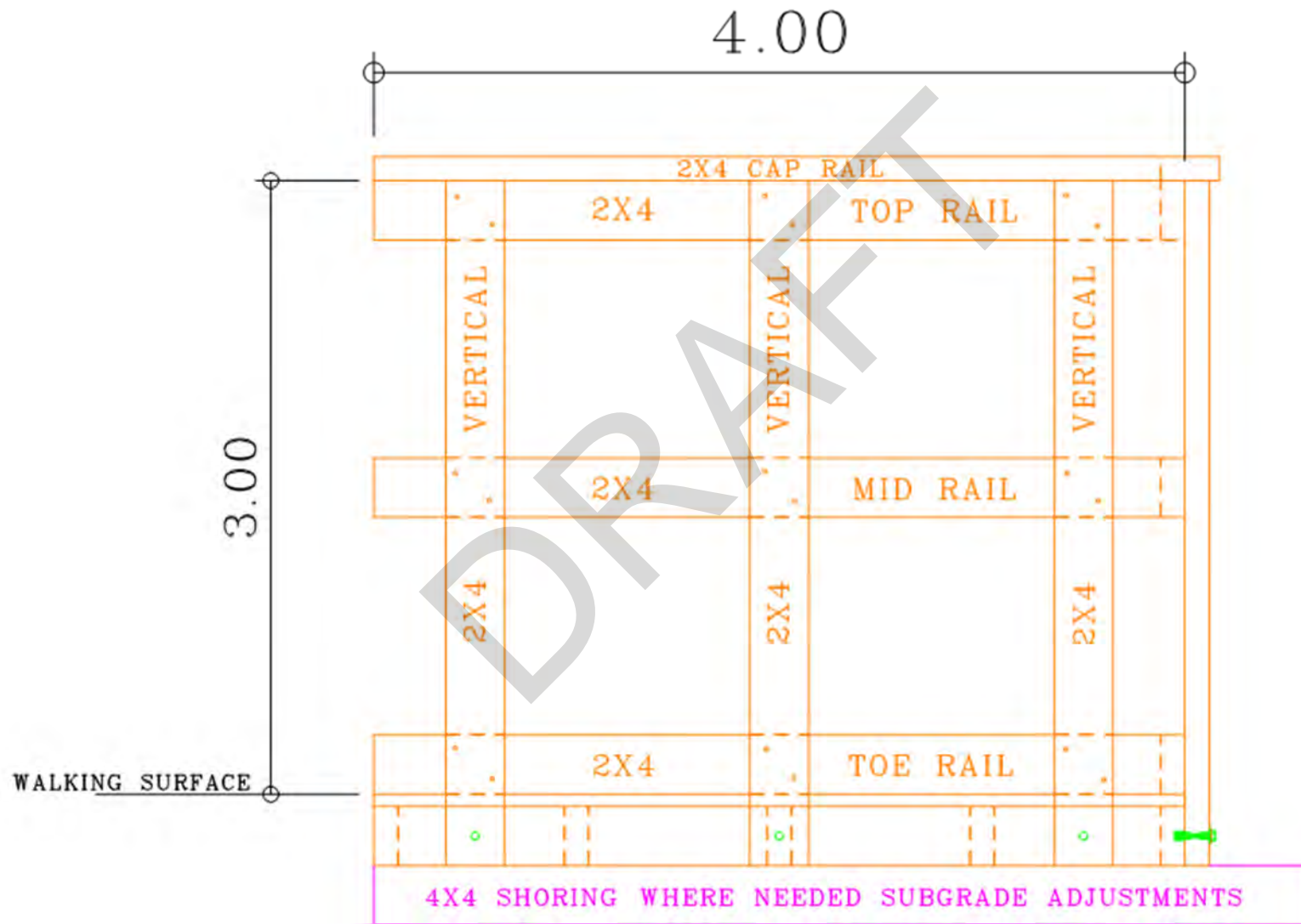
Door Fronts:

If a business only has one access point for their customers we will create an access ramp to the doorway. Diagrams of a typical access ramp are included in the following pages. Ramps will be placed parallel to the storefront. They will be placed after demolition of existing surface to subgrade. They will need to be removed to perform work to facilitate concrete placement in working windows of 4 hour minimums. After concrete placement access will need to be restricted for at least 24 hours. This will be coordinated with businesses prior to placing concrete.

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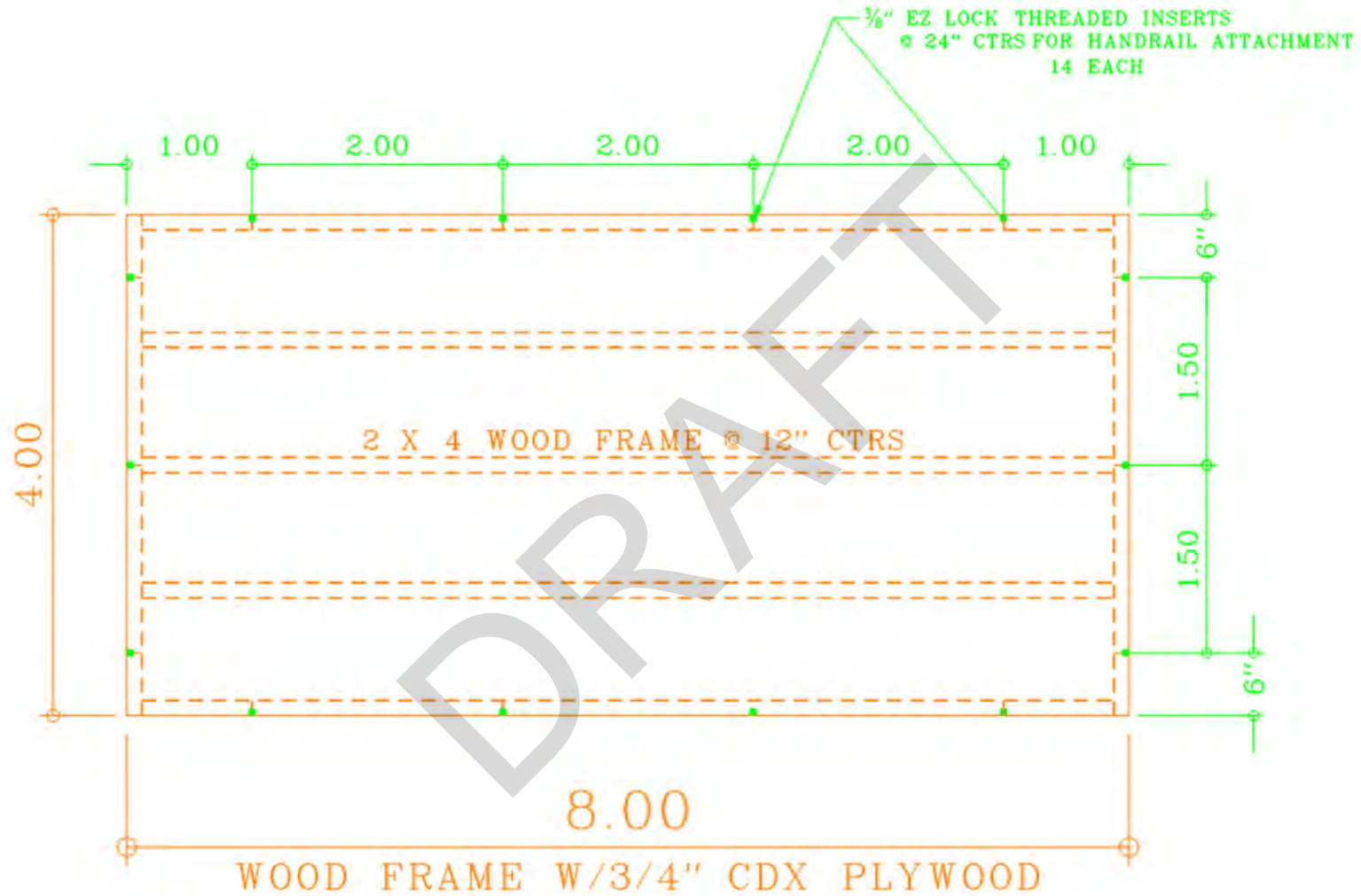
CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

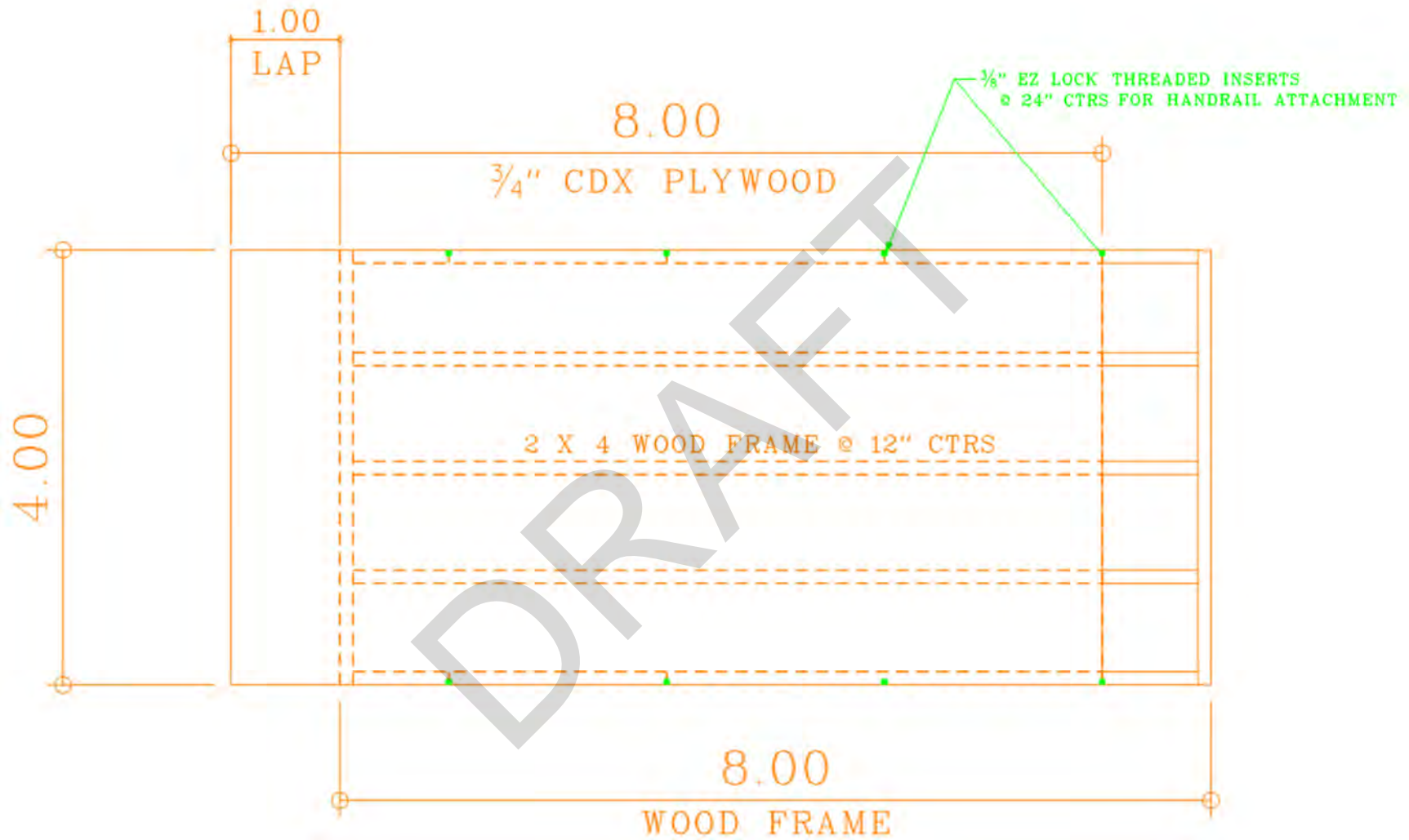
Virginia Street RAPID Extension Project – Phase 2



TYPICAL END PANELS
PLAN VIEW

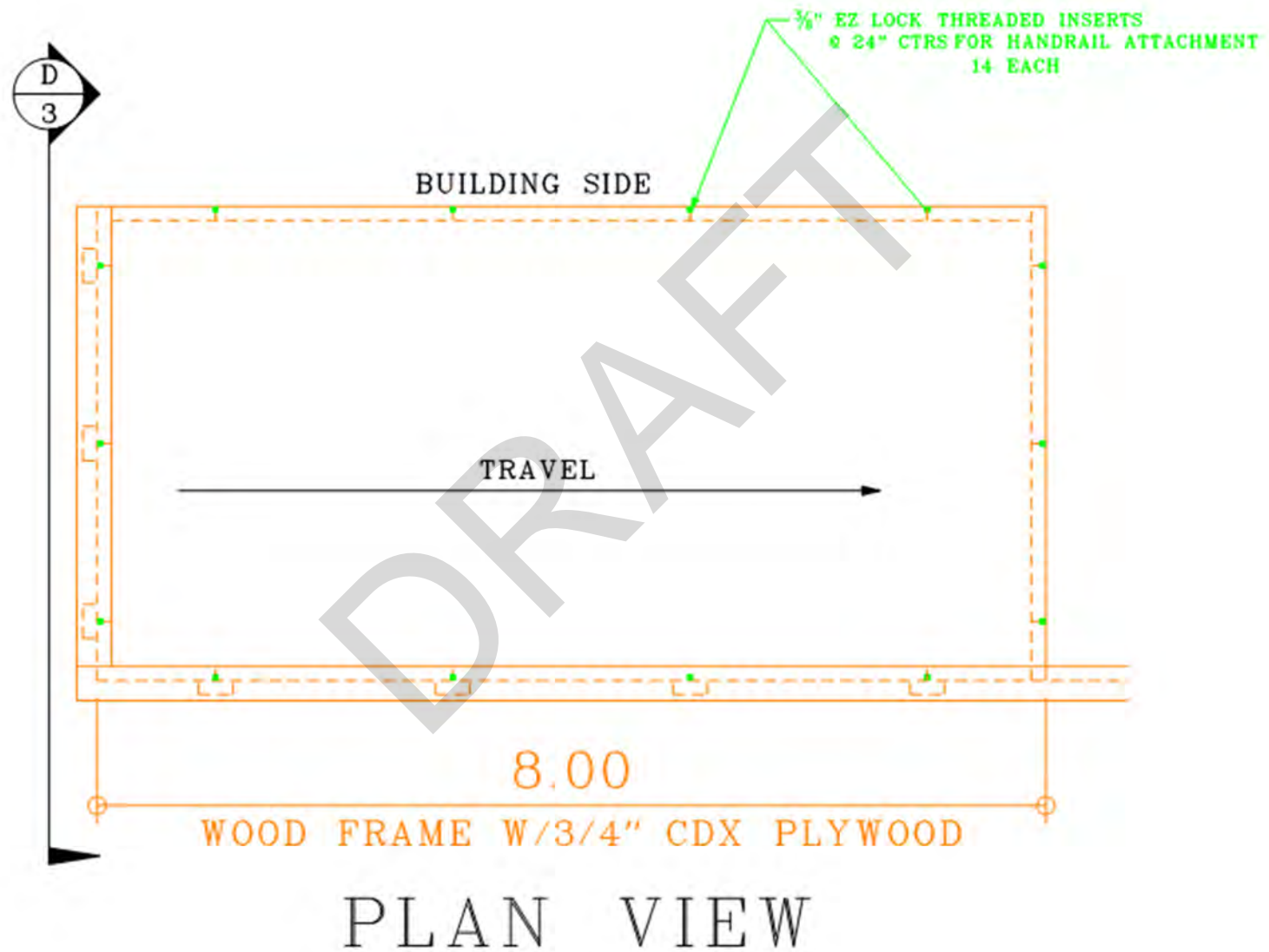
CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



5. TRAFFIC CONTROL

In order to maintain the most efficient flow of traffic we will be utilizing one way traffic southbound for the majority of the work. The adjacent side streets Mt. Rose/Holcomb and Center/Mary will be used for northbound detours where applicable. Some of the TC on this project will require exceptions to the specifications due to the scope of work being performed and the need to provide a safe environment.

Sidestreets:

Sidestreets will be closed to thru traffic. We will coordinate with businesses on parking, deliveries, events, etc. to insure that access is available to their patrons. For storefront access businesses we will implement the boardwalks detailed in Section 4 in order to maintain access to the business.

Plumb to Mt. Rose:

We will alternate having northbound traffic detour at Wells or continuing North to Mt. Rose/Holcomb. Intersections will need to be partially closed during work, however we will try to maintain access on adjacent intersections to be utilized for detours. Barrier rail will be used when safety slopes are not installed.

Holcomb/Mt. Rose to Center:

Northbound traffic will be detoured using Holcomb/Mt. Rose for the entire construction duration. Intersections will need to be partially closed when work is occurring. Barrier rail will be used when safety slopes are not installed.

Center to Liberty:

Northbound traffic will be detoured using Center Street for the entire construction duration. Intersections will need to be partially closed when work is occurring. While concrete operations are taking place from Center/Mary to Liberty, roadwork will also be occurring from Holcomb/Mt. Rose to Center. Resulting in one-way traffic from Liberty to Holcomb/Mt. Rose with no on street parking. Barrier rail will be used when safety slopes are not installed.

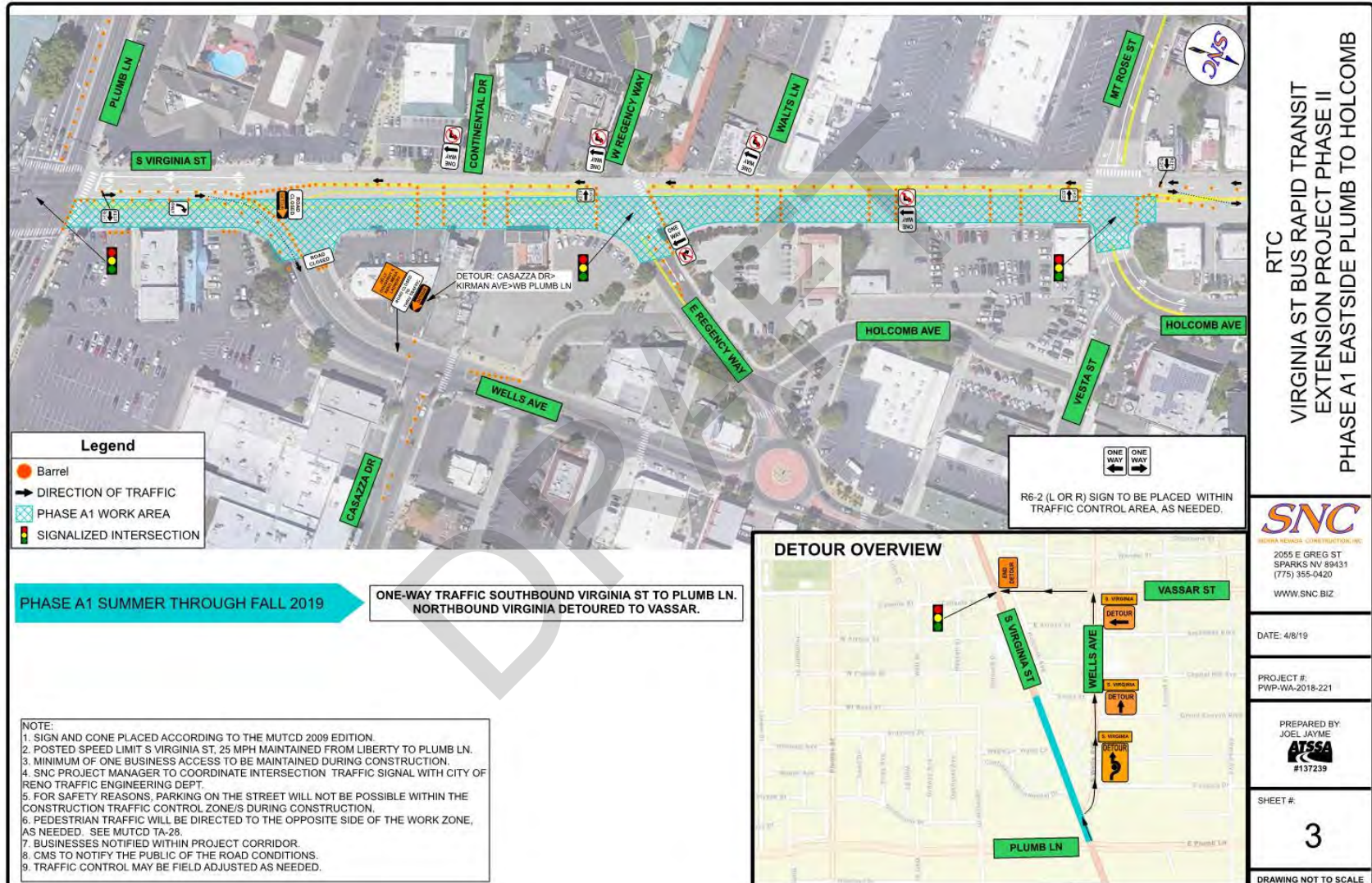
Roundabout:

Southbound travel will be maintained as we construct the roundabout. Northbound traffic will be detoured using Holcomb and Center St.

A general overview of each phase has been provided on the following pages.

CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



Legend

- Barrel
- DIRECTION OF TRAFFIC
- PHASE A1 WORK AREA
- SIGNALIZED INTERSECTION

PHASE A1 SUMMER THROUGH FALL 2019

**ONE-WAY TRAFFIC SOUTHBOUND VIRGINIA ST TO PLUMB LN.
NORTHBOUND VIRGINIA DETOURED TO VASSAR.**

NOTE:

1. SIGN AND CONE PLACED ACCORDING TO THE MUTCD 2009 EDITION.
2. POSTED SPEED LIMIT S VIRGINIA ST. 25 MPH MAINTAINED FROM LIBERTY TO PLUMB LN.
3. MINIMUM OF ONE BUSINESS ACCESS TO BE MAINTAINED DURING CONSTRUCTION.
4. SNC PROJECT MANAGER TO COORDINATE INTERSECTION TRAFFIC SIGNAL WITH CITY OF RENO TRAFFIC ENGINEERING DEPT.
5. FOR SAFETY REASONS, PARKING ON THE STREET WILL NOT BE POSSIBLE WITHIN THE CONSTRUCTION TRAFFIC CONTROL ZONE/S DURING CONSTRUCTION.
6. PEDESTRIAN TRAFFIC WILL BE DIRECTED TO THE OPPOSITE SIDE OF THE WORK ZONE, AS NEEDED. SEE MUTCD 1A-28.
7. BUSINESSES NOTIFIED WITHIN PROJECT CORRIDOR.
8. CMS TO NOTIFY THE PUBLIC OF THE ROAD CONDITIONS.
9. TRAFFIC CONTROL MAY BE FIELD ADJUSTED AS NEEDED.



RTC
VIRGINIA ST BUS RAPID TRANSIT
EXTENSION PROJECT PHASE II
PHASE A1 EASTSIDE PLUMB TO HOLCOMB

SNC
SKANSKA NORTH AMERICA CONSTRUCTION INC.
 2055 E GREG ST
 SPARKS NV 89431
 (775) 355-0420
 WWW.SNC.BIZ

DATE: 4/8/19

PROJECT #:
PWP-WA-2018-221

PREPARED BY
JOEL JAYME
ATSSA
#137239

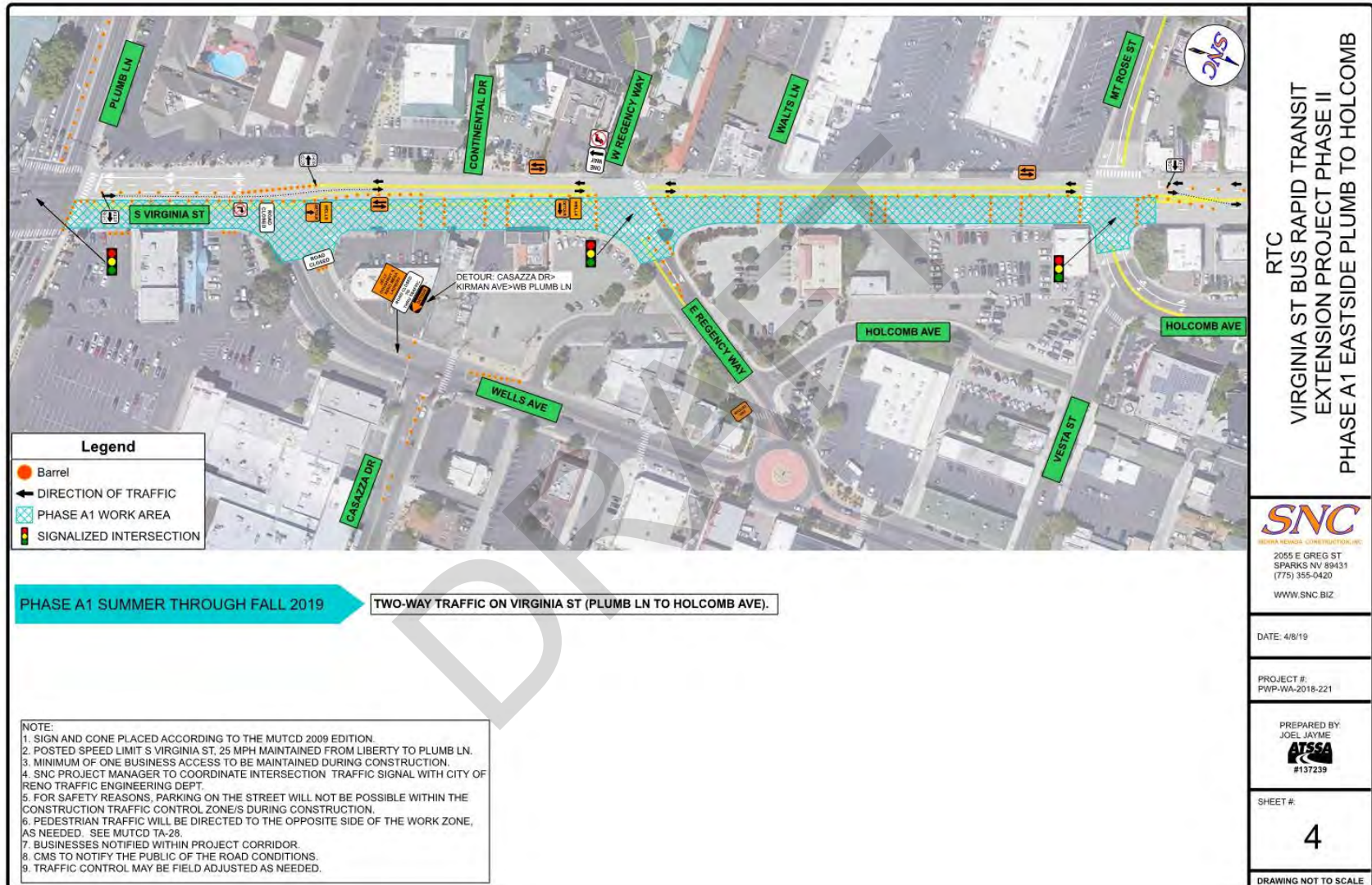
SHEET #:

3

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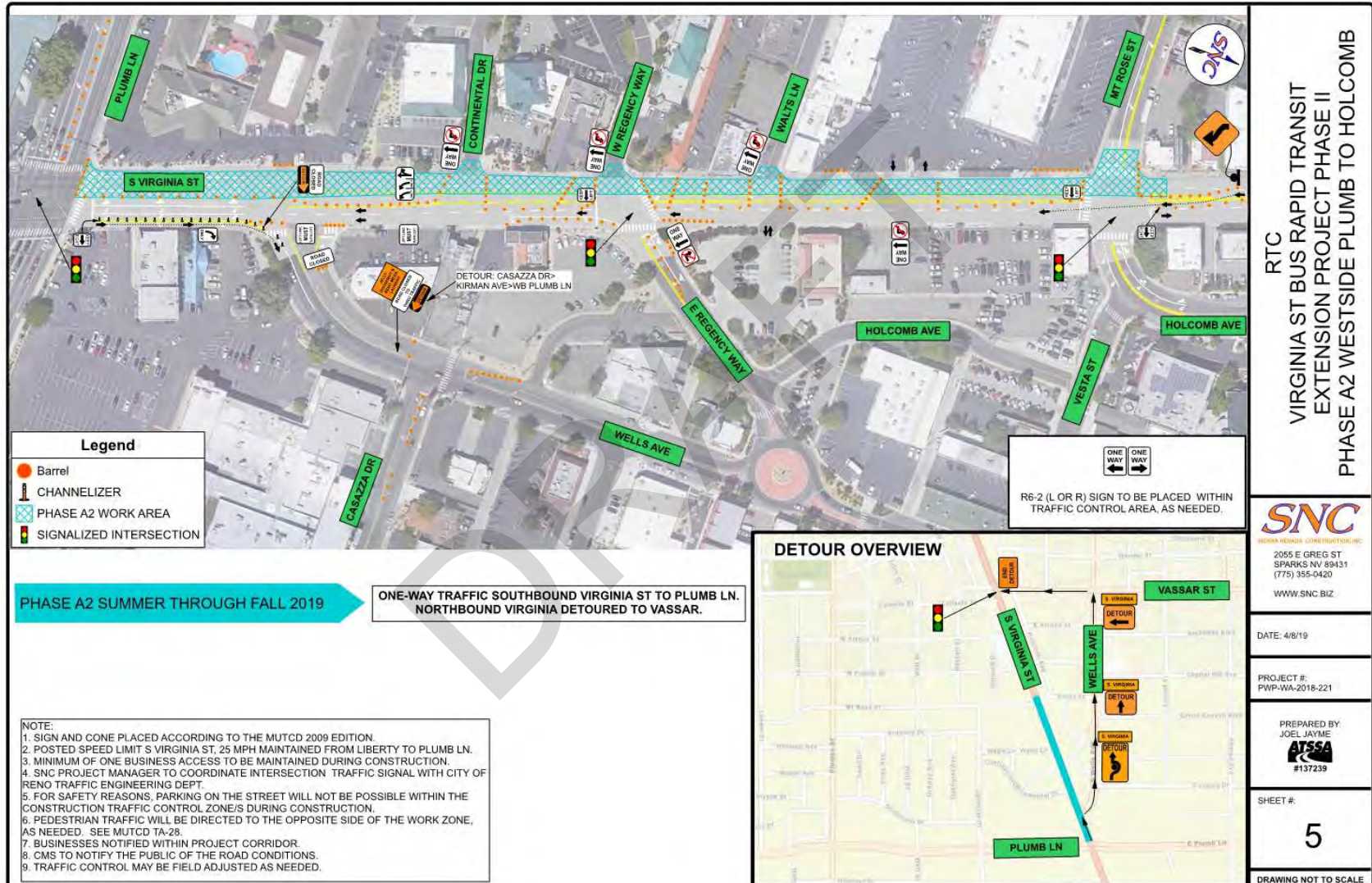
CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2



CONSTRUCTION PLAN

Virginia Street RAPID Extension Project – Phase 2

6. PUBLIC OUTREACH

The goal of Sierra Nevada Construction’s public outreach plan is to encourage people to come to the area to support the local businesses. We will strive to keep everyone informed of the construction activities and how the impacts will affect the traveling public, local businesses, and customers. Outreach will be performed using a variety of different communication methods to reach out to all interested parties. In addition to the requirements outlined in the project specifications, the following provides additional details and activities to be provided as they relate to public outreach during the project.

Project Website

The project website will be updated with information about the project on a weekly basis. Videos, flyers, or other information provided by the RTC will be uploaded and archived here. The overall traffic control for the phase will be included on the map however it will not be updated daily with the side street or intersection closures. We will also have areas marketing people to come down and support the local businesses in the area.

Project Office, Hotline and Contacts

The project office will be placed at the property next to Z-bar in our construction staging area. We will provide the office trailer for the project office. The same project hotline from the first phase of the project will be maintained.

24 hr project contacts include the following:

- Emma Crossman – 775-432-8219
- Mitch Grayson – 775-691-1470
- Dan LeBlanc – 775-857-9107

Notices and Updates

Notices will be handed out for driveway closures and/or access closures to business store front. We will provide these a minimum of 24 hrs before the closure occurs. We will coordinate with businesses if they have any deliveries, special events, access needs, etc. to anticipate any possible impacts.

Emails

Project update emails will be sent out weekly to the stakeholders list. SNC will get these approved by RTC before sending out stakeholder updates.

Text Messages

Text message alerts will be used to update the public of changes to traffic control. Mainly at major intersections or for meetings or critical information.

Marketing

Sierra Nevada Construction will help in marketing people to support the businesses during construction by using radio advertisements for upcoming construction activities and events.

Events

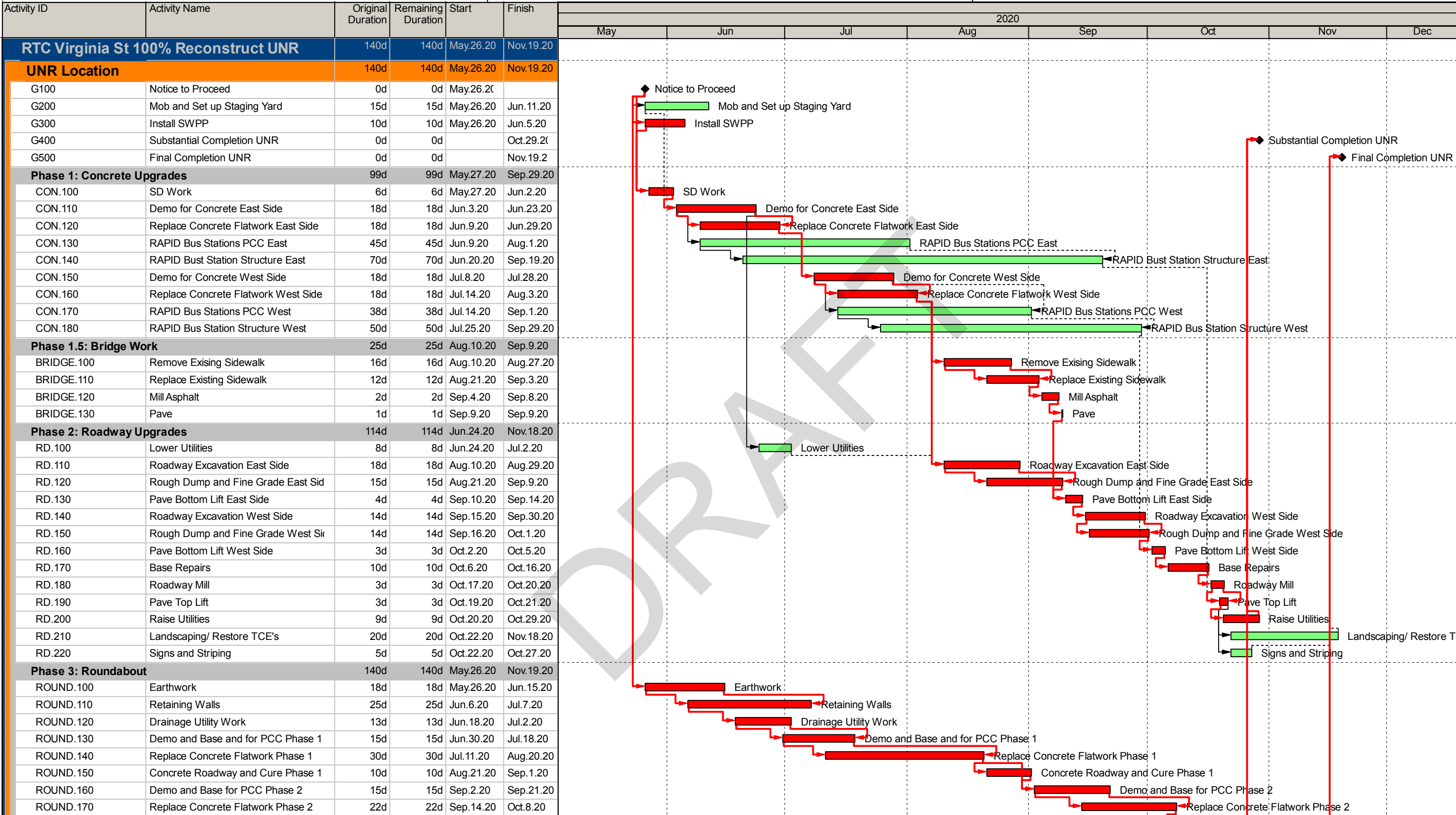
We will work with the RTC to develop one project event per month for the midtown area. We will continue to have a construction lunch or breakfast once a month to encourage business support and also be available to answer questions people may have about the project. We will work to plan these events in areas that we have been impacting as an effort to offset construction impacts.

Please see the public outreach plan for an in-depth breakdown of the outreach efforts.

EXHIBIT B

CPM SCHEDULE

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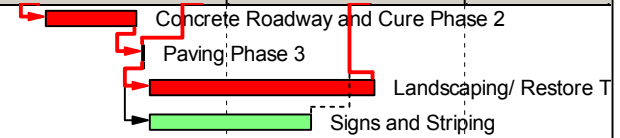


█ Actual Work ◆ Milestone
█ Remaining Work
█ Critical Remaining Work

RTC Virginia St RAPID Extension Project
CPM Construction Schedule



Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2020													
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
						ROUND.180	Concrete Roadway and Cure Phase 2	10d	10d	Oct.9.20	Oct.20.20								
ROUND.190	Paving Phase 3	1d	1d	Oct.21.20	Oct.21.20														
ROUND.200	Landscaping/ Restore TCE's	21d	21d	Oct.22.20	Nov.19.20														
ROUND.210	Signs and Striping	15d	15d	Oct.22.20	Nov.11.20														



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- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

RTC Virginia St RAPID Extension Project
CPM Construction Schedule



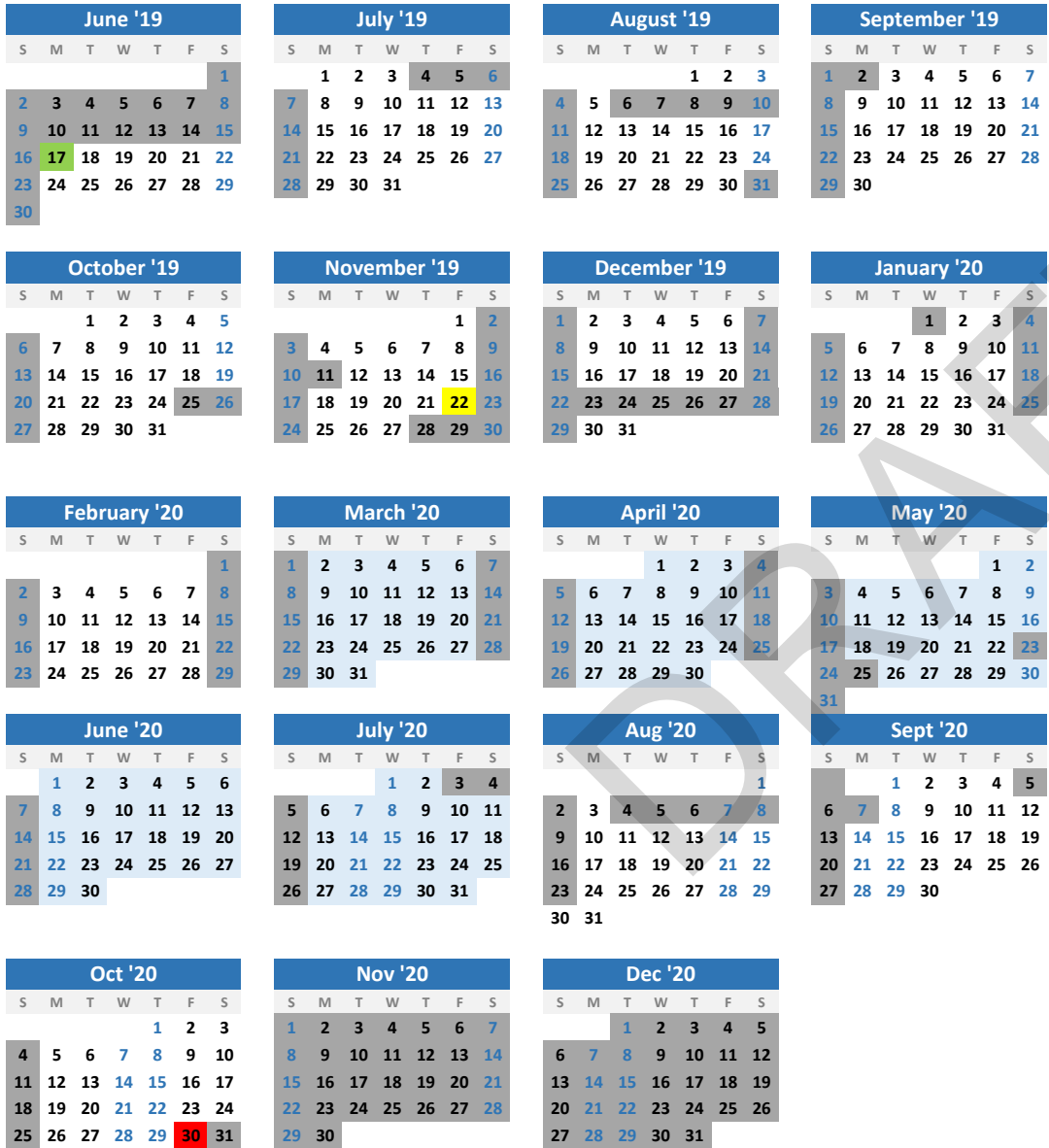
EXHIBIT C

WORKING DAY CALENDAR

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RTC Virginia Street RAPID Extension Project Calendar

2019-2020



- Non Working Days
- Start of Construction
- Substantial Completion from Plumb to Mt Rose and Side Streets
- Substantial Completion of Overall Project

Summary of working days by Month	
Phase 2A	Plumb to Mt Rose and Side Streets
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	15
Total Phase 2A	121
Overall	Overall Project
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	18
Dec 2019	17
Jan 2020	22
Feb 2020	20
March 2020	22
April 2020	22
May 2020	24
June 2020	26
July 2020	25
Aug 2020	22
Sept 2020	24
Oct 2020	25
Total Phase 2B	373
UNR	UNR Phase
March 2020	22
April 2020	22
May 2020	24
June 2020	26
July 2020	25
Total UNR	119

EXHIBIT D

ROW ACQUISITION SCHEDULE

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ROW ACQUISITION SCHEDULE

APN	Physical Address	Anticipated Delivery Date
011-183-13	429 S. Virginia St.	July 31, 2019
011-183-15	50 W. Liberty St.	July 31, 2019
011-192-10	18 Stewart St.	August 30, 2019
011-226-10	669 S. Virginia St.	June 15, 2019
011-226-17	660 Tahoe St.	May 17, 2019
011-226-34	515 S. Virginia St.	June 1, 2019
011-231-15	695 S. Center St.	August 30, 2019
011-272-20	777 S. Virginia St.	July 31, 2019
011-332-02	901 S. Virginia St.	June 1, 2019
011-332-03	0 S. Virginia St.	June 1, 2019
011-333-16	820 S. Virginia St.	August 30, 2019
011-333-18	801 S. Center St.	August 30, 2019
014-063-08	999 S Virginia Street	June 15, 2019
014-063-07	999 S. Virginia St.	May 31, 2019
014-063-11	961 S. Virginia St.	May 31, 2019
014-066-01	960 S. Virginia St.	June 30, 2019
014-125-06	1211 S. Virginia St.	June 15, 2019
014-125-07	1215 S. Virginia St.	June 15, 2019

EXHIBIT E

DETAILED COST OF THE WORK SCHEDULE OF VALUES, AND TRO RATES

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ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
S 127	Install 6-inch Solid White Paint	LF	59	\$ 1.26	\$ 74.34
S 128	Install 6-inch Broken Yellow Paint	LF	126	\$ 1.01	\$ 127.26
S 129	Install 8-inch Solid White Paint	LF	2,854	\$ 1.01	\$ 2,882.54
S 130	Install 8-inch Dotted White Paint	LF	360	\$ 1.01	\$ 363.60
S 131	Install 8-inch Broken White Paint	LF	330	\$ 1.01	\$ 333.30
S 132	Install 8-inch Solid Yellow Paint	LF	60	\$ 1.01	\$ 60.60
S 133	Install Parking Space Tee Paint	EA	336	\$ 25.76	\$ 8,655.36
S 134	Install No Parking Paint	EA	10	\$ 75.76	\$ 757.60
S 135	Install Curb Paint - Red	LF	4,646	\$ 4.44	\$ 20,628.24
S 136	Install Curb Paint - Blue	LF	640	\$ 4.44	\$ 2,841.60
S 137	Install Curb Paint - Yellow	LF	755	\$ 4.44	\$ 3,352.20
S 138	Install Handicap Parking Paint	EA	4	\$ 113.23	\$ 452.92
S 139	Install 12-inch Solid White Stop Bar Thermoplastic	LF	272	\$ 10.61	\$ 2,885.92
S 140	Install 24-inch Solid White Stop Bar Thermoplastic	LF	511	\$ 16.67	\$ 8,518.37
S 141	Install 8-foot High White "BUS" Thermoplastic	EA	7	\$ 494.95	\$ 3,464.65
S 142	Install 8-foot High White "ONLY" Thermoplastic	EA	13	\$ 525.95	\$ 6,837.35
S 143	Install 8-foot High White "STOP" Thermoplastic	EA	16	\$ 429.29	\$ 6,868.64
S 144	Install 8-foot High White Directional Arrow Thermoplastic	EA	72	\$ 292.93	\$ 21,090.96
S 145	Install 10-foot High White Straight Arrow Thermoplastic	EA	5	\$ 232.32	\$ 1,161.60
S 146	Install 8-foot High White Straight/Directional Arrows Thermoplastic	EA	6	\$ 838.38	\$ 5,030.28
S 147	Install White Merge/Directional Arrow Thermoplastic	EA	2	\$ 858.59	\$ 1,717.18
S 148	Remove and Reset Parking Meter	EA	4	\$ 2,020.20	\$ 8,080.80
SUBTOTAL ROADWAY					\$ 6,593,831.75
S 149	Remove Signal System (Mary Street / Center Street)	LS	1	\$ 19,393.94	\$ 19,393.94
S 150	Modify Signal System (Plumb Lane)	LS	1	\$ 71,414.14	\$ 71,414.14
S 151	Modify Signal System (Regency Way)	LS	1	\$ 124,141.41	\$ 124,141.41
S 152	Modify Signal System (Mt. Rose Street / Holcomb Avenue)	LS	1	\$ 169,898.99	\$ 169,898.99
S 153	Modify Signal System (Vassar Street)	LS	1	\$ 131,212.12	\$ 131,212.12
S 154	Modify Signal System (California Avenue)	LS	1	\$ 107,272.73	\$ 107,272.73
S 155	Modify Signal System (Liberty Street)	LS	1	\$ 96,262.63	\$ 96,262.63
SUBTOTAL SIGNALS					\$ 719,595.96
S 156	Mobilization	LS	1	\$ 4,775,659.61	\$ 4,775,659.61
S 157	Provide Traffic Control	LS	1	\$ 3,421,491.97	\$ 3,421,491.97
S 158	City of Reno Traffic Maintenance Fee for Traffic Signals	LS	1	\$ 25,000.00	\$ 25,000.00
S 159	Public Outreach	LS	1	\$ 346,051.73	\$ 346,051.73
SUBTOTAL GA					\$ 8,568,203.31
					\$ 30,129,399.16
					6.30% \$ 1,898,152.15
					\$ 32,027,551.31

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
				6.30%	\$ 826,373.17
					\$ 13,943,407.64

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CMAR GUARANTEED MAXIMUM PRICE (GMP) SUBMITTAL

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TOTAL PHASE 2 SOUTH VIRGINIA STREET (INCL. CMAR FEE)				\$ 32,027,551.31
TOTAL PHASE 2 NORTH VIRGINIA STREET (INCL. CMAR FEE)				\$ 13,943,407.64
SUBTOTAL PHASE 2				\$ 45,970,958.95
RISK RESERVE (CONSTRUCTION CONTINGENCY AMOUNT)	1	LS	\$ 1,472,226.00	\$ 1,472,226.00
TIME RELATED OVERHEAD		DAY	\$ 5,000.00	
TOTAL PHASE 2				\$ 47,443,184.95
OWNER CONTINGENCY	1	LS	\$ 250,000.00	\$ 250,000.00
GRAND TOTAL PHASE 2				\$ 47,693,184.95

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EXHIBIT F

RISK REGISTER

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RISK REGISTER

PROJECT NAME: Virginia Street RAPID

MILESTONE: 100% for GMP

Total Risk Reserve: \$ 1,472,226

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
1	Underground Utility Conflicts	Conflicts with underground utilities, which were not identified on the plans to be relocated or removed. Retired 3/27/19 Moved to RRI 66	Retired	0%	\$ -	\$ -	Partially mitigated by early utility contract. 5/1/18 Surveyed property owners about private underground utilities in March, 2018.	Risk Reserve is for delays and direct costs required for relocating underground utilities not called out to be relocated or removed. Delay days will only be awarded if these relocations impact work on the critical path.	Construction conflict with existing utility not called out on plans to be removed or relocated.
2	Access restrictions during construction	Delays to the project resulting from public outcry should vehicle and pedestrian access not be maintained during construction. Purpose of this item is to prevent the escalation to the political influence item. (That has been moved to Owners Risk)	Active	50%	\$ 100,000.00	\$ 50,000.00	SNC will make recommendations as design progresses. Update 8/10/17 - Working through as phasing of the project progresses. 2/20/2018 - SNC and ICE added "boardwalk" crew to provide ped access. This crew was included in their schedules and OPCCs. 3/28/19 SNC will establish an access management plan in the conduct of construction to clarify access carried in the GMP.	GMP includes the cost of a boardwalk crew to build access to businesses. Does not have to effect the critical path in order to be eligible for risk register. Days will only be awarded if critical path is impacted.	SNC is required to provide special access above and beyond access provided by access plan and conduct of construction plan associated with boardwalk crew and driveway plates. Last minute changes or day of planned construction activity.
3	Right-of-way acquisition	Construction start delays due to late acquisitions of right of way / easements etc. or delays or temporary work required during construction or modifications to schedule due to not having easements.	Active	90%	\$ 100,000.00	\$ 90,000.00	Update 8/10/17 - Right of way acquisition is the critical path to the start of construction. The ROW acquisition can't begin until NEPA is complete. NEPA (EA FONSI) will likely be complete no sooner than mid-2018. R-O-W consultant ready to get started as soon as FONSI is complete. 2/20/2018 - Impact partially mitigated by splitting project. Utility project starting August 2018. 3/28/19 Prior to execution of contract RTC will provide current status of ROW acquisitions to incorporate into the construction schedule.	Risk Reserve is for delays and direct costs associated with re-sequencing of work required because right-of-way or easements are not acquired in time. Delay days will only be awarded if these relocations impact work on the critical path.	Easements or R-O-W not available when work is scheduled, and construction sequencing is impacted, as a result.
4	Emergency Vehicle Access	Must maintain 24/7 access for emergency vehicles	Retired	25%		\$ -	Part off Traffic control and phasing. Update 8/10/17 - Will maintain throughout construction, once phasing is finalized a traffic control plan will depict access routes.	SNC will address in TC plans.	
5	Buy America	Material availability delays due to "Buy America" requirements	Retired			\$ -			

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
7	Material quality	Poor concrete quality/low strengths due to material issues	Retired			\$ -	SNC will monitor. May add protection duration (plate rental, loader time, schedule delays). Will address later in the preconstruction phase. 2/20/18 - keep active and address after 90%. 5/1/18 - Consult with NCE about a high early concrete specification to be included in the GMP.		
8	Construction impacts to businesses	Loss of businesses due to construction impacts	Retired	75%		\$ -	Will take into account with phasing of construction and insurance options. Both ICE and SNC put in OPCC 1.5 (overhead). Doug will talk to Legal and decide how to address in the future.	If this turns into a law suit that involves SNC, SNC already has legal fees built into their overhead costs. No additional compensation is included in risk register.	
9	Long lead times impact to 1st Milestone	Material availability delays associated with tree soil cells, traffic signal materials, which causes delay to the first milestone (Plumb Ln to Mt Rose and side streets).	Active	50%	\$ 100,000.00	\$ 50,000.00	Update 8/10/17 - This needs to be considered for street lighting, traffic signals and transit stations, transformers and shelters. FTA Buy America rules apply to this project. Manufactured in USA is okay. Subcomponents don't need to come from USA, but components do. 10/17/18 - SNC will work to educate subcontractors on Buy America. Update 1/2/19 - the project is receiving federal funds such that FTA Buy America requirements apply to the project. Items that have potentially long lead times that could be impacted by Buy America should be identified by SNC. As we get further into the GMP, SNC should then identify how they can incorporate that lead time into their schedule. If something occurs, related to Buy America, that delays the delivery of an item of which impacts cannot be incorporated or mitigated into the schedule, then this item would trigger. 3/28/19. SNC to request delivery schedule from subs for potential long lead time items with sub pricing for potential incorporation into schedule.	If there is a long lead time item (soil cells and/or traffic signal) that impacts the critical path and delays work in the 1st milestone, this risk item would extend the number of working days for the 1st milestone Sta SV 11+24 to SV 27+50. TRO would not be awarded for the extension of the 1st milestone, but this extension would provide relief from Liquidated Damages associated with the 1st milestone. Cost impacts will be awarded to cover costs of resequencing work to allow the rest of the project to proceed. Time impacts in working days for 1st milestone only and have been removed from the overall Risk Reserve Working Days. At 50% of 30 days that were considered the weighted number of working days is 15 which will apply to the 1st milestone if applicable. Determination of compensation would require verification that contractor ordered materials upon receipt of NTP #1 and materials were provided within quoted timeframes.	Materials associated with tree soil cells and/or traffic signal materials in segment SV 11+24 to SV 27+50 not delivered by the time work is scheduled to begin.
10	Political Influence	Changes during construction due to political or public opposition. Also includes jumping from area to area because of undefined events or restrictions of businesses and having to come back out of sequence. 3/27/19 Retired to Owners Risk per Jeff.	Retired	0%	\$ -	\$ -	Mitigating impacts through public outreach. Political pressure causing extra work that could not have been anticipated and mitigated through public outreach will be paid through the risk register.	Do not price in OPCC.	
11	Unsuitable Soil/high ground water.	Unsuitable soil conditions encountered during construction. Includes high ground water, soft grade, non compactible soils.	Active	75%	\$ 330,000.00	\$ 247,500.00	Progress with design and pothole information. Update 8/10/17 - Looking at value engineering options to stay away from subgrade, look to better define unsuitable areas during preconstruction. 3/22/18 - SNC, NCE and RTC agreed to explore alternative roadway section. New structural sections will be in the 90% plans. Risk impact should be reduced, but still need overexcavation item.	Budget in Risk Register based on \$110 per cubic yard (used for cost impact calculation). Contractor will be compensated following the cost change process in the construction agreement.	Encounter unsuitable soil at subgrade in accordance with Section 1.05 Overexcavation and Stabilization of the Special Technical Specifications.

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
12	Archeological finds	Historical artifact preservation/protection.	Active	10%	\$ 50,000.00	\$ 5,000.00	Costs for Monitor will be in CM contract.	Cost to mitigate is included in Risk Reserve. Contractor will be compensated in accordance with the cost change process in the construction agreement.	Historical artifact (which cannot be avoided with reasonable construction activities) is discovered during construction.
13	Environmental constraints	Project delays and cost impacts due to environmental constraints	Retired			\$ -			
14	Public safety	Walking, cycling, driving public safety	Retired			\$ -			
15	Soil Contamination	Schedule delays and cost impacts if we encounter contaminated materials or objects that require direction from a certified environmental manager ie McGinley and Associates. I.E. gas stations, dry cleaners, fuel/oil tanks...	Active	75%	\$ 150,000.00	\$ 112,500.00	SNC will identify locations and come up with a mitigation plan. This is a risk reserve item that will be paid for as encountered. Update 8/10/17 - Attempt to identify as many areas as possible for schedule reasons. 3/28/19 RTC will provide known locations of potential contaminated materials identified as part of the right away process.	Risk Reserve for delays and direct costs due to dealing with contaminated soils. Delay days will only be awarded if contaminated soil impacts work on the critical path.	Encounter contaminated soils during construction.
16	Insufficient project budget	Impacts of project costs exceeding budget. 3/28/19 - Retired to Owner Risk per Jeff	Retired			\$ -	Postpone until after next OPCC.		
17	Survey busts	Impacts to construction if onsite survey doesn't match design. 3/28/19 Retired to Owners Risk per Jeff	Retired			\$ -	Survey busts will have to be addressed as they occur. Update 8/10/17 - Help mitigate through preconstruction and verification of existing conditions. 3/27/19 Contractor to check survey during construction to minimize potential re-work.	Add budget to risk register	Survey bust during construction.
18	Materials testing	Types and frequency of testing - not defined yet. This will be flushed out in the contract.	Retired			\$ -			
19	Parking for businesses	Business parking requirements impact on construction schedule. 3/28/19 Propose to retire. Additional parking locations have been identified and will be carried in the GMP. Ponderosa Lot and phasing project to complete side streets prior adjacent work on Virginia St.	Retired			\$ -	SNC will be working on the plans to manage parking with their phasing plans and temp lots. Update 8/10/17 - Continue working to phase project to keep open as much as possible and open new improvements up on adjacent side streets. This is a current hot topic on RTC's 4th & Prater project. Any lessons learned or requirements to be incorporated?	Developed project phasing accordingly. Provide off-site parking lot. Costs for Ponderosa Parking Lot included in GMP. Agreed that this items is covered in the Owner Contingency to be used at Owner's discretion.	
20	Easements for construction staging	Staging area, parking, equipment storage...for SNC and subs. 3/28/19 Retired, already carried in the GMP.	Retired			\$ -	CMAR will make arrangements for equipment staging and storage and include cost in GMP.	SNC has found a yard near the project site. Costs are included in the GMP.	

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
21	Bus Stops	RTC and UNR bus stops / access (safety concern) 3/28/19 - Propose to Retire. SNC traffic control and phasing plan to minimize need to relocate bust stops to be covered in GMP.	Retired			\$ -	These accesses will be designed by 90% and work with RTC for re-routing and work with SNC detour plans Update 8/10/17 - Work to move bus stops out of construction zone, or providing access during construction.	RTC Transit Operations is going to continue to handle. SNC coordinates with RTC. RTC moves stops around the active construction phase. Costs are included in the GMP.	
22	Schedule limitations	Impact of special events put on by the City/public agencies/private events, individual business events.	Retired			\$ -	These limitations will be included in the schedule. Update 8/10/17 - Continue to identify and take into account on the schedule. Add to schedule. SNC price as needed.		
23	Weather delays	schedule impacts due to inclement weather	Retired			\$ -	Schedule is still to be determined and so weather will be managed differently in each of those contract types. Working day contract.	GMP duration will be determined pending approved schedule, which will include agreed amount of weather days.	
24	Maintain surface drainage	Stormdrain will not function during certain phases of construction. Dealing with water during an event	Retired			\$ -	Estimates will build in a plan to divert water. Update 8/10/17 - Work with phasing to complete sections of storm drain in calendar year. Top lift pave as much as possible for drainage on street surface. Complete the stormdrain ahead of road improvements.	Cost included in GMP.	
25	SWPPP	impacts to cost and schedule - If there is anything above and beyond. Otherwise the costs will be included in the estimate in erosion control.	Retired			\$ -		Included in the GMP.	
26	Business utilities	Utility shutdowns to residents and businesses. Unknown/unmarked utility disruptions where business is impacted and wants compensation.	Retired			\$ -	Update 8/10/17 - Will be determined by phasing of project and business. Looking at building utility work in early contract. SNC will coordinate shutdowns with businesses.	Included in the GMP as part of the Legal Fees (overhead)	
27	Subcontractor scope gaps	How to mitigate scope gaps between prime and sub contractors	Retired	50%		\$ -	This risk will be mitigated in the subcontractor work packages and analyzed when all the packages are submitted prior to GMP. Update 8/10/17 - Will attempt to eliminate through subcontractor prequalification process and proposal scrubbing.	CMAR takes responsibility for scope gaps between CMAR and Subs	
28	Matching existing improvements	How to address changes in conditions, or when matching into existing improvements isn't clear on the construction documents.	Retired			\$ -	Review docs and make recommendations before 90% and allow field-fit for others. Update 8/10/17 - This risk is typically being addressed by gathering supplemental topo survey. NCE would also like to perform a constructability field walk with SNC prior to submitting 90% design. For OPCC 1.5 bid what is shown on plans. To be revisited after 90%.		

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
29	Public communication	public communication impacts.	Retired			\$ -	Public involvement plan will be developed and included in the estimate. Update 8/10/17 - This will be addressed with our public involvement plan as pre construction progresses. Public communication will be tied to the determined phasing plan and proposed schedule. Efforts to develop public involvement plan should be discussed.		
30	Cost escalations	Material escalations over the duration of the project - 3/28/19 Propose to Retire. GMP developed with schedule in mind and material escalation for the duration of the project should already be accounted for.	Retired			\$ -	This cost will be in the estimate. Perform the sensitivity analysis and make recommendations. Update 8/10/17 - On going, dependent on scheduling and start of the project. Escalations are currently being addressed in the OPCC estimates.	Wage and fuel escalations are included in the GMP. GMP developed with schedule in mind and material escalation for the duration of the project should already be accounted for.	
31	Rodway section	Construction of roadway section (???) Roadway section impacts to utilities (?) Uncertainty of roadway section (?)	Retired	25%		\$ -	Progress to 90% design. Update 8/10/17 - See notes on #36. Considering concrete section and road bed mod option. 5/1/18 - Roadbed modification section to be included in 90% design submittal.		
32	Geotechnical report	We are putting in the estimate	Retired			\$ -	Estimating teams need to study report closely and price appropriately. Update 8/10/17 - Geotechnical report revisions are currently under discussion within the Design Team.		
33	New businesses	How will new business impact construction cost or schedule?	Retired			\$ -			
34	PCC slab (non-excavatable)	How does the covered concrete slab impact design/construction?	Retired			\$ -	Based on current information, it is not a high risk of occurrence but we will need to come up with reserve once we have all pothole data. Found a couple concrete slabs just under AC surface. Will need to be removed. Need to develop a risk reserve amount.		
35	Concrete encased utilities	How to treat existing utilities with concrete encasement	Retired			\$ -	NCE will work on pothole info from SNC and mitigate what we can and place a reserve at 90%. Possible mitigation strategy would be getting out ahead of project with an early GMP (build in 2018). 5/1/18 - Utility project has been separated from roadway project with 90% Utilities Phase 1 design submitted for review on 3/30/2018. Can we reduce cost impact since most underground work is complete?		

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
36	Potholing	Potholes will help identify utility conflicts. When, where, how many utilities are we potholing during preconstruction phase? Is the Contractor responsible to pothole again during construction?	Retired	95%			This cost will be in the estimate. Update 8/10/17 - 108 potholes were identified during the preconstruction phase and completed by SNC. Conflicts were identified based on the 60% pavement design sections. Utilities are being consolidated into a new joint trench or relocating. NCE and SNC are looking into alternative pavement sections. We assume it is on the contractor to determine if additional potholes will be required during construction. Will put costs for construction potholing in the estimate		
37	Student traffic	Student traffic levels fluctuate throughout the year. It may have schedule and cost impacts	Retired	95%			This risk will be handled in Traffic/Ped control in the estimate. This will be based on the schedule and when we can do work when school is out. Update 8/10/17 - Still plan to build UNR section during summer months to reduce student traffic. Traffic control plan will address.	CMAR project schedule accounts for work occurring during summer months avoiding higher student activity	
38	Residential working hours	May impact construction schedule if residents complain. NVE connections may be done at night.	Retired				Coordination and will have to account for in the estimate/schedule. Update 8/10/17 - Will address in the schedule and phasing.	Do tie-ins during the day.	
39	Existing trees	Tree removal/protection impacts to cost and schedule. There is a survey to be performed for birds/bats and tree removal needs to be removed Nov-Feb . Area by the University has tree removal that may or may not be in the plans.	Active	50%	\$ 50,000.00	\$ 25,000.00	NCE will work on this before 90% design. Consider moving the tree removal into the utility GMP. NCE will verify if a bird survey is needed if we remove trees in the winter months (before February). If Bird Survey isn't needed, changeorder tree removal into utility GMP.	Risk reserve will pay cost impacts caused by inefficiencies due to resequencing work to avoid area with bird nests.	Nesting birds found in the active construction zone, requiring resequencing of work.
40	Vandalism	Impacts to schedule and cost - Security in the project within the mobilization item. I.E. concrete vandalism, building damage. We will build an item in risk reserve	Retired	75%			Remove security officer from 60% bid. Update 8/10/17 - Reduced security of last OPCC. Will continue to identify and address as needed.	Concrete will be protected by concrete crew sticking around. Put in bid. Building vandalism not considered a project risk.	

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
41	Pedestrian safety lighting	Lighting after work hours for pedestrian safety. Two part liability for SNC and pedestrian safety. Options - Depending on requirements, we can put the costs in traffic/ped control. 3/28/19 Propose to retire based on mitigation 3/28/19.	Retired			\$ -	Remove from bid, and put it in risk contingency. (\$150K is what was in the bid). Update 8/10/17 - Removed from OPCC. Will continue to be looked as during preconstruction for safety. Add back into estimate for OPCC 1.5. 5/1/18 - Coordination ongoing with NV Energy to develop a plan to maintain existing pedestrian lighting until installation of new lighting with roadway project is complete. 3/28/19 NVE to leave all existing overhead lighting in place until SNC can turn on new lighting. SNC to include ancillary costs in GMP associated with temporary surfacing and sequencing associated with leaving existing lights in place.	Existing light poles to be maintained during construction. Existing lights will be removed after construction is complete. Costs for removal are included in GMP.	
42	Adjacent construction projects	Coordination with adjacent construction projects in the vicinity of Virginia Street project. These are mostly private projects and may impact utility tie-ins, sidewalks, etc.	Active	75%	\$ 50,000.00	\$ 37,500.00	Constant coordination with permitting and RTC to make sure we are in tune with planning and our current design. Update 8/10/17 - Coordination with the City of Reno permits could be improved. Discussions have occurred.	Risk reserve to cover cost and time impacts caused by conflicts with adjacent construction projects. Days will only be awarded if these conflicts impact the project critical path.	Conflicts with adjacent construction projects that were not mitigated through the requirements of the contract, requiring resequencing of work or change of conditions. Concerns are primarily on North Virginia Street, but not exclusively North Virginia Street.
43	Traffic control/phasing	Already covered by other risk items???	Retired						
44	Historic resources	Protection of historic resources - This will require a qualified monitor to assess critical areas paid for by RTC. Impacts to the project will be due to findings and having to work around those locations	Retired	25%			Investigation has been done. No historical assets being impacted by our project.		
45	Cochran Ditch	Constructability issues - This item has not been designed yet and will need to be constructed. This is an old box culvert that will need to be replaced (i.e. double squash pipes) including transition boxes.	Retired	95%			Ask City if they will accept an alternate material. Update 8/10/17 - Current replacement design is a precast box culvert.		
46	Unknown Historical findings	This risk is to capture the unknown underground conflicts.	Retired	25%					
47	Abandon RCP SD	Plans currently show filling RCP Stormdrain (to be abandoned) with slurry. Consider using a low strength material to reduce material costs (OPPORTUNITY).	Retired	75%			Currently using cheapest method approved by the City		

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
48	Alt. Materials	Agg Base, Temp Patching, Granular Base, recycled asphalt, and any other alternate materials (OPPORTUNITY).	Retired	75%			SNC (and ICE) - Identify alternate materials. NCE/RTC - investigate acceptability of alternate materials. Update 8/10/17 - Work has occurred on this with several options available that can be discussed. Ongoing through preconstruction. Ongoing workshops to vet alternative materials.		
49	Gas Line Lowering	NVE is lowering the gas line where it conflicts with the joint trench. Gas line is also in conflict with the road section.	Retired		\$		Update 8/10/17 - Still waiting on NV Energy. This is an agenda item at all utility coordination meetings. NV Energy has plan to relocate (when??). 5/1/18 - NVE will relocate gas lines with their contractor as they lower power lines. (currently taking place, hearing from NVE that there are additional areas that will need to be lowered outside of the design subgrade). SNC will put pressure on NVE to get lowerings done now, which would mitigate risk. 3/28/19 SNC to pothole based on locations given by NCE and NVE to further identify locations that may need to be lowered.	Combined with Risk Item #66	
50	Existing MH Adjust	Lowering MHs = reconstruction, or adjustments	Retired	75%			2 line items in the cost estimate. 1) Assume remove cone, and then rebuild from there, and 2) typical adjustment with rings. Update 8/10/17 - NCE will review survey photos to determine how many of each bid items will be needed. Then retire. 5/1/18 - City of Reno will allow grade rings over maximum to be used between Utilities Phase 1 installation and completion of roadway construction. Final number of grade rings must be less than or equal to the maximum allowed	This is included in the GMP.	
51	Utility Tie-ins	NV Energy said connections to existing buildings will take 3-4 weeks. AT&T said it would take them 3 to 4 MONTHS!	Retired	95%			This risk may be mitigated by an early GMP for joint trench and TMWA waterline. Continue to coordinate relocation designs with utility companies. We need Utility designs ASAP in order to meet timeframes needed for an early GMP. 5/1/18 - AT&T estimates 8 weeks of work to bring new infrastructure online after completion of Utilities Phase 1 installation.	Early GMP mitigates the risk.	

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
52	2nd Tier Utilities	3rd party utilities in joint trench asking to be added to project at last minute.	Retired	50%			Will develop response strategy when we are contacted by utilities that want to be added to project. During coordination meetings, ask if there are any other utilities that need to be added to this project. NCE added 2 empty conduits to project to help mitigate. 5/1/18 - A new request has been received from MCI to incorporate conduits for them into the joint trench		
53	Basements protruding into the right of way.	Basements of existing building conflicting with work in right-of-way	Retired	25%			Public outreach questionnaire. 5/1/18 - Questioned property owners about presence and location of basements relative to building frontage.		
54	Bus Detour Damage to Road Outside of Project Limits	RTC is proposing a bus detour that will put bus traffic on streets outside of project limits, that may need repair as a result.	Retired				May need to rebuild Vesta Street depending on damage caused by bus detour during construction.	Not a project risk. Will be handled as needed by the RTC and at the RTC's discretion	
55	Missing building sidewalk drains	Crossdrains not identified on plans. 3/28/19 Propose to Retire. Already covered in RRI #66	Retired			\$ -			
56	Design alterations	Field adjustments if needed and directed by RTC to match into existing improvements primarily for potential drainage issues or to assure ADA compliance. This item is not related to potential incorrect survey.	Active	50%	\$ 200,000.00	\$ 100,000.00		Risk reserve to cover cost and time impacts to make field adjustments. Days will only be awarded if these alterations impact the project critical path.	Encounter something in the field that requires a design modification
57	Bus Station Design	At 90%, the bus stations design are not complete, and decisions still need to be made on materials and dimensions. 3/27/19 Retired to owners contingency per Jeff. GMP will be bid per 100% plans, any changes after that will come from owner contingency.	Retired			\$ -	The 3 stations in the mid-town will be plugged in the OPCC at \$200,000. There are 5 other stations at UNR that are not changing. There is risk that working on these structures out of sequence would add costs and delays. Will revisit at GMP to see if design is complete.		
58	Match Edge Conditions	Cost impact to address matching into edge conditions above minor improvements (such as landscaping, excluding asphalt and concrete).	Active	75%	\$ 40,000.00	\$ 30,000.00	Minor improvements such as landscaping and asphalt are included in the TCE bid item, but more major items like concrete, fencing, and so on, are part of this risk item. SNC and Atkins will identify major items to be included in the risk reserve and will discuss during conference call on 11/29/18.	Risk reserve does not cover driveways. It is intended for landscape areas. Cost will be paid per contract.	Match edge conditions extend beyond what is shown on the plans.
59	Over-excavation	Over-excavation is required due to poor subgrade conditions. 3/27/19 Retired, Same as number 11	Retired	0%	\$ -	\$ -	Remove over-excavation bid item from bid form, and include in risk reserve.	Retired due to duplication	

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
60	Remove Composite Surface	Cost impact to remove composite surface greater than 6-inch depth.	Active	50%	\$ 30,000.00	\$ 15,000.00	GMP includes cost to remove 6-inches of composite surfact. Risk reserve will be used to pay for costs needed if additional removal beyond 6-inches is required.	Risk reserve to cover cost impacts to remove composite surface deeper than 6-inches.	Composite surface to be removed is greater than 6" depth.
61	AT&T Terracotta Conduit removal and disposal	If the AT&T Terrecotta conduits cannot be crushed in place as called out on the plans. This risk includes the additional costs required to remove and dispose of existing conduit that is either in the structural section or is not terrecotta and is required to be removed by the project.	Active	15%	\$ 30,000.00	\$ 4,500.00	GMP includes costs to crush in place existing conduit. If conduit cannot be crushed in place, risk register will cover the additional costs needed to remove and dispose of conduit.	Risk reserve to cover Time & Materials to remove and dispose of removed terracotta conduit or removal of non-terracotta AT&T conduit or slurry abandonment of non-terracotta AT&T conduit.	Discovery of Terrecotta in subgrade or section that cannot be crushed in place that requires removal to accomidate structural section or proposed improvements. Discovery of AT&T conduit that is non-Terrecotta that cannot be abandoned in place and requires additional work not in cluded in the GMP.
62	Root Mitigation	Perform root mitigation by an ISA certified Arborist	Active	100%	\$ 25,000.00	\$ 25,000.00	Remove Perform Root Mitigation from GMP, and add it to the risk register instead.	Risk reserve to cover costs of root mitigation. Reserve will be paid at \$500.00 per hour for all labor, equipment, material and disposal related to performing root mitigation by an ISA certified arborist.	Roots found in conflict with the improvements.
63	1/2" steel plate w/ non-skid surface	Place 1/2" Steel Plate with Non-Skid Surface in root mitigation areas that are determined by COR forester. 3/27/19 Retired to owner risk per Jeff.	Active	100%	\$ 25,226.00	\$ 25,226.00	Remove Place 1/2" Steel Plate with Non-Skid Surface from GMP. Add 1/2" steel plate to risk register.	Risk reserve to cover costs to provide 1/2-inch steel plate with non-skid surface, where required. Reserve will be paid at \$250.00 per square foot of steel plate installed.	Urban Forester determines that a steel plate is required to protect existing trees from further damage.
64	Stormdrain Abandonment	Fill storm drain pipe with slurry, but pipe length and diameters are unknown. Slurry fill quantity risk.	Active	50%	\$ 70,000.00	\$ 35,000.00		Compensation for this item will be paid at the unit price in the schedule of values.	Slurry cement quantity exceeds 10% beyond 347 cubic yards.
65	Bridge Deck Repair	There is a potential for pre-existing damage to the bridge deck, and there is a potential for bridge deck damage during asphalt removal and sidewalk removal (even while using due care) 3/27/19	Retired			\$ -		Retired to Owner contingency, will be evaluated and assessed upon removal of AC and any additional scope will be directed by RTC and NDOT	

RISK #	RISK NAME	DESCRIPTION	Status (Active or Retired)	PROBABILITY	COST IMPACT	COST WEIGHTED	MITIGATION STRATEGY 1	RESOLUTION (DESCRIPTION)	TRIGGER TO ENGAGE RISK RESERVE
66	Unanticipated Underground Conflicts	Conflicts with underground obstructions not shown on the plans that are in conflict with proposed improvements and not identified to be adjusted. Includes unknown underground utilities, building basements, footings, extra large objects, boulders, non filled tanks or any other non native obstruction.	Active	70%	\$ 600,000.00	\$ 420,000.00	Partially mitigated by early utility contract. 5/1/18 Surveyed property owners about private underground utilities in March, 2018. Update 8/10/17 - Looked up NDEP Underground Storage Tanks and added pertinent information in/near our project limits for owner coordination discussions. Find price to demo a tank, and put it in the risk register. 5/1/18 - Surveyed property owners about location of underground heating tanks and other underground structures including whether or not tanks and structures were active or appropriately abandoned. 3/27/19 When encountered, look to re-design around potential conflicts to minimize impacts to cost and schedule. Continue to review plans and identify potential conflicts prior to starting construction of any particular phase.	Risk Reserve is for delays and direct costs that result from conflicts identified in description that impede normal flow of work. Delay days will only be awarded if these relocations impact work on the critical path. Costs for handling known utilities in conflict with tree soil cells are included in the GMP.	Discovery of items listed in description not called out on plans to be removed, relocated, or worked around, and are in conflict with proposed new construction.
67	Bridge Sidewalk Conduit	Plans call out to protect existing conduits in sidewalk in place during sidewalk removal.	Active	90%	\$ 200,000.00	\$ 180,000.00	Pull fiber/cable out of conduits, remove concrete and conduit, replace conduit and concrete. Remove and replace concrete is included in GMP.		Finding cable and/or fiber in the existing conduit.
68	Stormwater/Snow Accumulation	Accumulation of stormwater or snow in work zone that can be removed to facilitate the continuation of work. Saturation of subgrade, base grade that may need to be removed or dried out.	Active	50%	\$ 40,000.00	\$ 20,000.00	Work required to mitigate large weather day event (snow removal, pump water out of workzone) to minimize damage to improvements.	Risk reserve to cover costs of removing snow and/or water from work zone, as directed by RTC.	Accumulation of water resulting from a weather event.

EXHIBIT G

KEY PERSONNEL

DRAFT



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May 6th, 2019

Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502

Phone: (775) 335-1865
Fax: (775) 348-0171
Email: dmaloy@rtcwashoe.com

Attn: Doug Maloy

Subject: **RTC Virginia Street RAPID Extension Project GMP 2
Key Personnel (Construction)**

Mr. Maloy,

The following individuals are designated as Key Personnel for Construction on the subject contract.

- Dan LeBlanc, Project Manager
- Jeremiah Merritt, Safety Manager
- Emma Crossman, Quality Manager/ Chief Scheduler
- Mitch Grayson, General Superintendent
- Kathleen Taylor, Public Outreach Coordinator
- Jeff Barker, Field Manager

Please feel free to contact me at (775) 355-0420 with any questions or for additional information.

Sincerely,

Sierra Nevada Construction, Inc.

Dan LeBlanc

Dan LeBlanc

Cc: Project File

EXHIBIT H

SUBCONTRACTING PLAN

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General Requirements

Sierra Nevada Construction, Inc. (SNC) will self-perform not less than twenty-five percent (25%) of the estimated cost of construction in accordance with NRS 338-16985. Selection of Subcontractor will be in accordance with the requirements of NRS 338.16991, 338.16995, and NAC 338.550-338.640.

General

It is anticipated that the following work will be self-performed: roadway demolition, utility demolition, site remediation, earthwork, underground utilities, aggregate base course, portland cement concrete, transit stations (partial), and asphalt concrete paving and sealing.

Subcontractor

It is anticipated that the following work will be subcontracted: electrical, landscape, irrigation, pavement striping and marking, signage, reinforcing steel, structural steel, glazing, masonry, painting, fence, railing, and tree removal. Subcontractors will be selected based on best value.

Outreach

SNC will host an informational meeting for interested subcontractors. Notice of the meeting will be published in local newspapers and business publications. At this meeting, SNC will provide an overview of the project and discuss subcontractor prequalification requirements and approximate schedule for subcontractor qualification and proposal submission.

Prequalification

Not earlier than thirty (30) days after SNC is selected as the Construction Manager at Risk (CMAR) for Pre-Construction services by the RTC, and not later than ten (10) working days before the date by which an application must be submitted, SNC will advertise for prequalification applications from subcontractors in a newspaper qualified pursuant to Chapter 338 of the NRS. The advertisement will state that SNC will return

any unopened proposals received from a subcontractor who has not been prequalified to submit a proposal pursuant to NRS 338.16991. Prior to making the application available to subcontractors, SNC will provide the RTC or its authorized representative a copy of the application form.

The prequalification application will identify the criteria to be used by SNC to determine whether an applicant is qualified to submit a proposal for the provision of labor, materials, or equipment. The criteria will include, but will not be limited to:

- a) The monetary limit placed on the license of the applicant by the State Contractors' Board pursuant to [NRS 624.220](#);
- b) The financial ability of the applicant to provide the labor, materials or equipment required on the project;
- c) Whether the applicant has the ability to obtain the necessary bonding for the work required by the public body;
- d) The safety programs established and the safety records accumulated by the applicant;
- e) Whether the applicant has breached any contracts with a public body or person in this State or any other state during the five (5) years immediately preceding the application;
- f) Whether the applicant has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the public work;
- g) The performance history of the applicant concerning other recent, similar public or private contracts, if any, completed by the applicant in Nevada;
- h) The principal personnel of the applicant;
- i) Whether the applicant has been disqualified from the award of any contract pursuant to [NRS 338.017](#) or [338.13895](#);
- j) Current workload and schedule;
- k) A balance sheet for the applicant which was prepared within one (1) year of the notice to proceed;
- l) The application must contain the original signature of the subcontractor; and

m) The truthfulness and completeness of the application;

Within forty-five (45) days after receiving the proposals, SNC will review and evaluate each application to determine whether the applicant is qualified to submit a proposal for the project. Within ten (10) days after determination, SNC will provide written notification to each applicant informing them of the determination and will include reasons upon which the determination was based. A determination that an applicant is not qualified may be appealed pursuant to NRS 338.16991.7 and NAC 338.600.2. If SNC is unable to qualify three (3) subcontractors for a particular scope of work, SNC will notify the RTC in writing and may request approval to move forward with fewer than three (3) subcontractors for that scope of work. The RTC or its authorized representative shall ensure that each determination regarding qualifications is made subject to the criteria set forth above.

Requests for Proposals

After the design and schedule for the construction of the project is sufficiently detailed and complete to allow a subcontractor to submit a meaningful and responsive proposal, and not later than twenty-one (21) days before the date by which a proposal is due, SNC will notify in writing each subcontractor who was determined to be qualified to submit such a proposal (“RFP”). Prior to issuing a RFP to prequalified subcontractors, SNC will provide to the RTC, or its authorized representative, a copy of the notice and any instructions for proposals.

In accordance with NRS 338.16995, the RFP will include:

- a) A description of the design for the project and a statement indicating where a copy of the documents relating to that design may be obtained;
- b) A description of the type and scope of labor, equipment and materials for which subcontractor proposals are being sought;
- c) The dates on which it is anticipated that construction of the project will begin and end;

- d) If a preproposal meeting regarding the scope of the work to be performed by the subcontractor is to be held, the date, time and place at which the preproposal meeting will be held;
- e) The date and time by which proposals must be received, and to whom they must be submitted;
- f) The date, time and place at which proposals will be opened for evaluation;
- g) A description of the bonding and insurance requirements for subcontractors;
- h) Any other information reasonably necessary for a subcontractor to submit a responsive proposal; and
- i) A statement in substantially the following form:

Notice: For a proposal for a subcontract on the public work to be considered:

- 1. The subcontractor must be licensed pursuant to chapter 624 of NRS;*
- 2. The proposal must be timely received;*
- 3. If a preproposal meeting regarding the scope of the work to be performed by the subcontractor is held, the subcontractor must attend the preproposal meeting; and*
- 4. The subcontractor may not modify the proposal after the date and time the proposal is received.*

Opening Proposals and Selection of Subcontractors

The opening of the proposals must be attended by an authorized representative of the RTC. The RTC may require that the architect or engineer responsible for the design of the project to attend the opening of the proposals. The opening of the proposals is not otherwise open to the public. To be considered responsive, a proposal must: (a) be timely received by SNC; (b) be in a sealed envelope; (c) be submitted by a subcontractor who has been qualified in the trade or scope of work for which the proposal was submitted; (d) be submitted by a subcontractor whom SNC and the RTC determined to be qualified in the trade or scope of work for which the proposal was submitted and who attended the preproposal meeting (if any), and; (e) substantially and materially conform to the details and requirements included in the proposal instructions and for the finalized bid package

for the project, including, without limitation, details and requirements affecting price and performance. If the proposal does not satisfy requirements (a) through (d), it must be returned unopened to the subcontractor who submitted the proposal. A subcontractor may not modify a proposal after the date and time the proposal is received.

If SNC has determined that three (3) or more subcontractors are qualified to submit proposals for a trade or scope of work, but has received fewer than three (3) proposals for that trade or scope of work at the time proposals are to be opened, SNC will not open any proposal for that trade or scope of work and will seek written direction concerning the manner in which to proceed from the RTC or its authorized representatives.

At the time the proposals are opened, SNC will compile and provide to the RTC or its authorized representative a list that includes the name, contact information, trade and/or scope of work, and the price of the proposal of each subcontractor who submits a timely proposal. The list will be made available to the public upon request; however, the results of the bidding will only be made available to the public after the selection and approval of the best bid for each trade and scope of work. SNC will provide the RTC or its authorized representative a copy of all proposals submitted by subcontractors.

Not more than ten (10) working days after opening the proposals, and before SNC submits a guaranteed maximum price (GMP), a fixed price, or a fixed price plus reimbursement pursuant to NRS 338.1696, SNC will evaluate the proposals and determine which proposals are responsive and will select the subcontractor who submits the proposal that SNC determines is the best proposal. A subcontractor selected by SNC need not be selected solely on the basis of lowest price. SNC will record, document, and preserve the evaluations of the proposals. Subject to the following provisions, if only one subcontractor submits a proposal, SNC may select that subcontractor. The subcontractor selected by SNC must be selected from among those who 1) attended the preproposal meeting regarding the scope of the work to be performed by the subcontractor (if such a preproposal meeting was held); 2) who submitted a responsive proposal; and 3) whose names are included on the list compiled and provided to the RTC or its authorized representative as previously stated. SNC will inform the public body or its authorized

representative which subcontractor has been selected. If requested, SNC will meet with a subcontractor who was not selected to discuss the reasons that the subcontractor was not selected. The RTC or its authorized representative shall ensure that the evaluation of proposals and selection of subcontractors are done pursuant to the provisions of NRS 338, NAC 338 and regulations adopted by the State Public Works Board.

Subcontracting

Except as otherwise provided, SNC will enter into a subcontract with a subcontractor to provide the labor, material, and equipment described in the RFP.

SNC will not substitute a subcontractor for any selected subcontractor unless the RTC or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor, and pays any increase in costs resulting from the change; or the substitution is approved by the RTC after the selected subcontractor:

- Files for bankruptcy or becomes insolvent;
- Fails or refuses to execute a written contract with SNC;
- Fails or refuses to perform the subcontract within a reasonable time;
- Is unable to furnish a performance bond and payment bond; or
- Is not properly licensed to provide that labor or portion of the work.

If SNC substitutes a subcontractor for any subcontractor selected without complying with the provisions of NRS 338, SNC will forfeit, as a penalty to the public body, an amount equal to one (1) percent of the total amount of the subcontract.

If SNC does not select a subcontractor to perform a portion of work on the project, SNC will notify the RTC that SNC intends to self-perform that portion of work. If, after providing such notification, SNC substitutes a subcontractor to perform the work, SNC shall forfeit, as a penalty to the public body, the lesser of, and excluding any amount of the contract that is attributable to change orders:

- An amount equal to 2.5 percent of the total amount of the subcontract; or

- An amount equal to 35 percent of the estimate by the engineer of the cost of the work that SNC selected to self-perform.

SNC shall make available to the public the name of each subcontractor who submits a proposal. If the project is constructed in phases and SNC selects a subcontractor for the provision of labor, materials, or equipment for any phase of that construction, SNC may also select that subcontractor for the provision of labor, materials, or equipment for any other phase of the construction.

The Contractor shall be responsible for addressing and resolving all disputes (including bid protests) with subcontractors and applicants, proposers, and bidders on subcontracts, and shall establish appropriate procedures for handling such disputes, other than appeals of a determination that an applicant is not qualified, which in accordance with NRS 338.16991.7 may be appealed to the RTC.

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EXHIBIT I

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS

1. GENERAL REQUIREMENTS

- A. It is the policy of the REGIONAL TRANSPORTATION COMMISSION (RTC) to remove barriers for Disadvantaged Business Enterprises (DBEs) to compete and create a level playing field for DBEs to participate in DOT-assisted contracts and related subcontracts.
- B. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements may be a material breach of this contract, and could result in the termination of this Contract, or such other remedy, as RTC deems appropriate.
- C. The Contractor shall include the above assurance in each subcontract that it executes with a subcontractor.

2. GOALS, GOOD FAITH AND COUNTING

- A. A DBE contract specific goal has been established for this Contract. The applicable DBE commitment is 2% of the total dollar value of this Contract including any change orders and/or modifications.
- B. Contractor agrees to meet the DBE goal or make good faith efforts, as determined in the sole judgment of RTC, to meet the DBE goal.
- C. A Contractor will count toward its DBE goals sixty percent (60%) of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and one hundred (100%) percent of such expenditures to a DBE manufacturer or a DBE subcontractor performing work with its own forces.

3. ADMINISTRATIVE REQUIREMENTS

The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to DBEs in such form and manner and at such times as the RTC shall prescribe. The Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the RTC to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms will be required under the contract. Such access will be used for, among other purposes, determining DBE participation and compliance with the DBE program. All Contractors may be subject to interim and post-contract DBE audits.

4. DBE TERMINATION/SUBSTITUTION

- A. Contractor may not terminate a DBE subcontractor listed in its bid, or a previously approved substituted DBE, without the prior written consent of RTC.
- B. RTC will only provide such written consent if it has been determined that the prime contractor has good cause to terminate the DBE firm. Good cause may include the following circumstances:
 - 1. The listed DBE subcontractor fails or refuses to execute a written contract;
 - 2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - 3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - 5. RTC has determined that the listed DBE subcontractor is not a responsible contractor;
 - 6. The listed DBE subcontractor voluntarily withdraws from the project and provides RTC written notice of its withdrawal;
 - 7. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - 8. Other documented good cause that RTC determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- C. Before seeking approval to terminate and/or substitute a DBE, Contractor will give notice in writing to the DBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request. Contractor must give the DBE five business days to respond to contractor's notice and to advise RTC and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five business days.

- D. Contractor will make good faith efforts, as determined by RTC, to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal.
- E. Contractor will obtain prior approval of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts to obtain a DBE replacement contractor. Contractor shall request administrative approval of the substitution prior to making a change in the contract.

5. COMPLIANCE WITH DBE PROVISIONS

Failure to comply with the DBE provisions herein shall be cause to impose appropriate sanctions, including, but not limited to, withholding all or part of payments/work or terminating the contract, if corrective action is not taken within forty-eight (48) hours after notification by RTC. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

DRAFT

EXHIBIT J

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION

Project Cost >\$10,000,000

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 348-0171.

2. INDEMNIFICATION

CONTRACTOR agrees to defend, save and hold harmless and fully indemnify RTC, NDOT, Washoe County, the City of Reno, and the City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability, lawsuits or any other harm for which recovery of damages is sought arising from CONTRACTOR's Work, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any errors, omissions, recklessness, or intentional misconduct in the performance of the work or services rendered by CONTRACTOR, its subcontractors and subconsultants

(collectively "Subs"), its employees, agents, officers, directors, or anyone else for whom CONTRACTOR may be legally responsible; and

- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for whom CONTRACTOR is legally responsible; and
- C. The 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, or equipment (including software) supplied by CONTRACTOR under this Agreement, but excluding any violation or infringement arising from the modification or alteration by the Indemnitees of any materials, devices, processes, or equipment (including software) not consented to by CONTRACTOR; and
- D. The use by the Indemnitees, including their consultants and subconsultants, of equipment, parts and other articles supplied by CONTRACTOR under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

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 CONTRACTOR or anyone else for whom CONTRACTOR is legally responsible, CONTRACTOR 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 CONTRACTOR'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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

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

3. GENERAL REQUIREMENTS

Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC Finance Department and be received and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, NDOT, Washoe County, City of Reno and City of Sparks as additional insured 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$50,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$10,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and

Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

The status of RTC as an insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

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

Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than **\$10,000,000** each occurrence for at least 3 (three) years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Electronic Data Liability Insurance. If project involves work that may affect or interrupt electronically stored or transmitted data, CONTRACTOR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than **\$5,000,000**.

Organizations contracting for work that may create a risk of damage to their electronically stored data may require that CONTRACTOR maintain coverage of this kind.

Railroad Protective Liability Insurance. For any construction or demolition work within fifty (50) feet of a railroad, CONTRACTOR shall obtain as necessary Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of **\$6,000,000** per occurrence or higher limit if required by the railroad. CONTRACTOR shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$5,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

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

CONTRACTOR waives all rights against RTC, its officers, employees and volunteers for recovery of damages (not including deductibles and self-insured retentions) to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages (not including deductibles and self-insured retentions) to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

CONTRACTOR waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages (not including deductibles and self-insured retentions) to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. CONTRACTORS PROFESSIONAL LIABILITY INSURANCE

If applicable (as determined by RTC), CONTRACTOR shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the CONTRACTOR's services provided under this Agreement with a limit of not less than **\$2,000,000** each claim and annual aggregate. CONTRACTOR 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.

14. CONTRACTORS POLLUTION LIABILITY INSURANCE

If applicable (as determined by RTC in its sole discretion), CONTRACTOR shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents that arise from the operations of CONTRACTOR described under the scope of services of this contract.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs

and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least **\$5,000,000** per claim, with an annual aggregate of at least **\$5,000,000**.

RTC, NDOT, Washoe County, the City of Reno, and the City of Sparks, shall be included as insureds under CONTRACTOR's pollution liability insurance.

If coverage as required herein is written on a claims-made basis, CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

CONTRACTOR shall provide to RTC a certificate of insurance documenting the existence of coverage as required in this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to RTC before work under this contract commences.

If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, CONTRACTOR must furnish to RTC evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Owner under this section must be maintained in minimum amounts of **\$5,000,000** per loss, with an annual aggregate of at least **\$5,000,000**.

15. PROPERTY INSURANCE

Before the start of work, CONTRACTOR shall obtain and maintain in force Builder's Risk insurance upon the entire Project. Such insurance shall be written on a completed value form and **in an amount equal to the initial contract sum plus 10%**. The insurance shall apply on replacement cost basis.

The insurance as required in this section shall name as insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance as required in this section shall cover the entire work at the site identified herein including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

CONTRACTOR shall purchase and maintain equipment breakdown/boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation, testing and until final acceptance by RTC. This insurance shall name as insureds RTC, CONTRACTOR, and all subcontractors and sub-subcontractors of any tier in the work.

The insurance shall, at a minimum, cover the causes of loss insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error as well as damage resulting from defective design, workmanship or material.

CONTRACTOR shall be responsible for any deductible amounts and coinsurance penalties.

CONTRACTOR and RTC waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to this agreement, or any other property insurance applicable to the work.

This insurance shall remain in effect until final acceptance by RTC and the local jurisdiction(s) unless another date is agreed to in writing between the RTC and Contractor prior to any such cancellation or termination of coverage. CONTRACTOR

shall notify RTC in writing prior to the cancellation or termination of any coverage required under this section.

Partial occupancy or use of any public building or project shall not commence until CONTRACTOR has secured the consent of the insurance company or companies providing the coverage required in this paragraph. CONTRACTOR shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent with the RTC, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

Prior to commencement of the work, CONTRACTOR shall provide certificates of insurance for the insurance coverage obtained in compliance with this paragraph. In addition, the following coverages and limits will be required:

- 1) Earthquake and Earth Movement Coverage: For projects that cost less than \$10,000,000, coverage and limits shall be \$5,000,000 or the full project cost, whichever is less. For projects that cost \$10,000,000 or greater, coverage and limits shall be **\$5,000,000 or fifty percent (50%) of the full project cost, whichever is GREATER.**
- 2) Flood: \$5,000,000 or the full project cost, whichever is less.

EXHIBIT K

FEDERAL REQUIREMENTS

FTA REQUIRED CLAUSES (Construction Contracts)

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party Contractor and its subcontractors on behalf of the RTC must be carried out in accordance with Federal requirements.

Activities performed resulting from the contract to which this is an exhibit (the "Project") are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any Contractor (the "Contractor") and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor must ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

1. Buy America Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the RTC the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

2. Non-Collusion

The Contractor guarantees that the Bid submitted is not a product of collusion with any other Contractor and that it has not been communicated by the Contractor to anyone not an employee or agent or surety of the Contractor. Contractors are required to furnish a Federal Non-collusion Affidavit at the time their bid is submitted to the RTC.

3. Incorporation of FTA Terms

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests that would cause RTC to be in violation of the FTA terms and conditions.

4. Fly America

The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 30110, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

5. Nondiscrimination Assurance

The Contractor and all subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the RTC deems appropriate as specified in the contract.

6. Nondiscrimination

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

A. Compliance with Regulations Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment

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

D. Information and Reports Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or the information is in the exclusive possession of another who fails or

refuses to furnish this information, Contractor must so certify to the RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

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

F. Incorporation of Provisions Contractor must include the provisions of Paragraphs

A) through E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor must take such action with respect to any subcontract or procurement as the RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Contractor may request the RTC to enter into the litigation to protect the interests of the RTC.

7. Affirmative Action in Employment

Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973.

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

(B) Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

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

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

(E) Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

(F) Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

8. Interest of Members of Congress

No member of or delegate to the Congress of the United States may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

9. Interest of public officials

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

10. Federal changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in FTA's Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

11. Recycled materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. Seismic safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. Construction employee protection requirements

The Contractor agrees to comply with the employee protection requirements for construction employees as follows: 1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a(7), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Finance and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5. 2) Contract Work Hours and Safety Standards Act, as amended, specifically section 102 of that Act, 40 U.S.C. §§

327 through 332; and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5; and section 107 of Regulations for Construction, 29 C.F.R. Part 1926. 3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and implementing U.S. DOL regulations, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States", 29 C.F.R. Part 3.

14. Civil rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15. Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or

cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(ii) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(iii) (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (vi)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The Regional Transportation Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Regional Transportation Commission may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or

development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Regional Transportation Commission for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a

State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval,

evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility**
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. Contract Work Hours and Safety Standards Act

- (1) Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor

responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The Regional Transportation Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under

a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(6) Section 107 (OSHA): Contract Work Hours and Safety Standards Act

- (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable DOL regulations, “Safety and Health Regulations for Construction” 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- (ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor”. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

17. Covenants Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment, or any other gratuities of monetary value to any official, employee, or agent of the RTC during the period of this contract or for a period of one year thereafter.

18. Ineligible Contractors

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

19. FTA Interest in Disputes or Breaches

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly: 1) The Contractor agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Project. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the FTA before doing so. 2) The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery, except that liquidated damages recovered may be returned to the Project Account in lieu of returning the Federal Share to the Federal Government. 3) The Contractor agrees to pursue all legal rights available under any third party contract. 4) FTA reserves the right to concur in any compromise or settlement of any claim involving Project and the Contractor. 5) FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

20. Access Requirements for Persons with Disabilities ADA

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of

1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 C.F.R. Part 1192 and 49 C.F.R. part 38;
- (4) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- (5) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for Physically Handicapped", 41 C.F.R. subpart 101-19;
- (8) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

21. Notice of Federal Requirements

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this contract. If Federal requirements change, the changed requirements will apply to the contract or the performance of work under the contract as

required. All standards or limits set forth in this contract to be observed in the performance of the work are minimum requirements.

22. Third Party Rights

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

23. Records Retention/Audit and Inspection of Records

- (A) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
- (B) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (C) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the

Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

24. No Federal Government obligations to third parties

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

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

25. Program fraud and false or fraudulent statements and related acts

The Contractor acknowledges and agrees as follows:

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5323(1), the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

26. Cargo Preference: Use of United States Flag Vessels, 46 CFR, PART 381

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

27. Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

28. Clean Air

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

29. Patent Rights

If any invention, improvement, or discovery of the RTC, Contractor or any subcontractor is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the RTC and the Contractor or any subcontractor must notify the FTA immediately and provide a detailed report. The rights and responsibilities of the RTC, the Contractor or subcontractor of any tier, and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

30. Rights in Data & Copyrights

The Contractor agrees that, as applicable, the use of any data produced or delivered under the terms of this Contract, including, but not limited to engineering drawings and associated lists, specifications, process sheets, and technical reports, shall be governed by provisions of 49 C.F.R. 18.34. In addition, the Contractor agrees that it will not publish such data without the written consent of the RTC, and, if appropriate, the Federal Government.

31. Environmental Requirements

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality", 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

32. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

33. Debarment, Suspension, Other Ineligibility and Voluntary Exclusion

The Contractor agrees that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Project, unless authorized in writing by the RTC.

The Contractor further agrees that it will include a clause requiring a certification regarding debarment, suspension, ineligibility, and voluntary exclusion from the subcontractors in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower-tier contracts.

34. Restrictions on Lobbying

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

35. Labor Provisions: Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-33, 29 CFR 5.5. (b)

(A) Overtime Requirements:

Neither Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

(B) Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible thereof are liable for the unpaid wages. In addition, Contractor and any subcontractor is liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or such territory) for liquidated damages. The liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(C) Withholding for Unpaid Wages and Liquidated Damages:

DOT, FTA, or the RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of that part of the Project to be performed by the Contractor or any subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(D) The Contractor or any subcontractor must insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions

and must also require subcontractors to include these clauses in any lower tier subcontracts. The Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.

(E) The requirements of the clauses contained in 29 CFR Part 5.5. (b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or any subcontractor must maintain payrolls and basic payroll records during the course of the Project and must preserve them for a period of three (3) years after the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. The records must contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph must be made available by the Contractor or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or the RTC. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

36. Disadvantaged Business Enterprise (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTC deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor must pay all subcontractors for satisfactory performance of their contracts no later than 10 days from the receipt of payment made to the Contractor by the RTC. Prompt return of retainage payments from the Contractor to the subcontractors will be made within 15 days after each subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the RTC's prior written approval. If the Contractor determines the work of the subcontractor to be unsatisfactory, it must notify the RTC's project manager immediately in writing and state the reasons. The failure by the Contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Section 26.29.

e. The Contractor must promptly notify RTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

37. Geographic Restrictions

The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as stated in Subsection 15.1 of the Master Agreement.

38. Veterans Preference

As provided by 49 U.S.C. 5325(k)

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. 2108), who have the skills and abilities required to perform construction work required under the contract; and
2. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its subcontractors:

1. To the extent practicable, will give a hiring preference to veterans (as defined in 5 U.S.C 2108), who have the skills and abilities required to perform construction work required under the contract; and
2. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

39. Privacy Act

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT L

FEDERAL CERTIFICATIONS AND AFFIDAVITS

DRAFT



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 6.2

TO: Regional Transportation Commission

FROM: Doug Maloy, P.E.
Engineering Manager



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement with Atkins North America, Inc. for Resident Engineer and Construction Support Services for the Virginia Street Bus RAPID Transit Extension Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Atkins North America, Inc. to provide resident engineer and construction support services for the Virginia Street Bus RAPID Transit Extension Project in an amount not-to-exceed \$5,358,471; authorize the RTC Executive Director to execute the agreement contingent upon receipt of a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA).

SUMMARY

In accordance with RTC Management Policy P-13 (Purchasing), the RTC issued a Request for Proposals for resident engineer and construction support services on the Virginia Street Bus RAPID Transit Extension Project on May 21, 2018. The RFP was for services to be provided for all phases of the project. Following the RFP evaluation process, Atkins was determined to be the highest ranked firm out of three (3) firms that submitted responsive proposals. Atkins is currently under contract with the RTC providing services during the early work utility portion of the project.

Upon receipt of an LONP from FTA, the RTC will move forward with construction of the remaining portion of the project. The services to be provided by Atkins under this agreement will include, but are not limited to, resident engineer, construction oversight, quality assurance inspection and materials testing, surveying, submittal review, schedule review and public outreach support. RTC staff negotiated the scope, schedule, and budget for this agreement and has concluded that the price is fair and reasonable and within the appropriated budget.

FISCAL IMPACT

The project has been approved in the FY 2020 Program of Projects and funding for this agreement is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|------------------|---|
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for Construction Support Services during the Early Work Utility Construction Phase of the Virginia Street Bus RAPID Transit Extension Project |
| July 20, 2018 | Approved a construction agreement with Sierra Nevada Construction Inc. (SNC) for Early Work Utility Construction for the Virginia Street Bus RAPID Transit Extension Project |
| June 15, 2018 | Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement with SNC for the Virginia Street Bus RAPID Transit Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |
| March 18, 2016 | Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative. |

- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
ATKINS NORTH AMERICA, INC.
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this May 31, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC"), and Atkins North America, Inc., having offices at 10509 Professional Circle, Suite 102, Reno, Nevada 89521 ("CONSULTANT").

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain Resident Engineer/Construction Support Services in a competent and professional manner; and

WHEREAS, RTC wishes to retain CONSULTANT to perform those services in conjunction with Phase 2 of the Virginia Street Bus RAPID Transit Project (the "Project"); and

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. CONSULTANT will promptly, diligently and faithfully prosecute the work to completion in accordance with applicable engineering, architectural, or other 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.
- 1.2. The term of this Agreement shall be from the date first written above until December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services, and related roles and responsibilities, is set forth in Exhibit A attached hereto and incorporated herein by reference.

2.2. SCHEDULE OF SERVICES

The services to be provided under this Agreement are anticipated to be completed in accordance with the schedule in Exhibit B, Schedule of Services, attached hereto and incorporated herein by reference.

2.3. OPTIONAL SERVICES

RTC shall have the right to exercise its option(s) for any optional services identified in Exhibit A, Scope of Services. The optional services are a contingency for miscellaneous increases within the scope of this Agreement. If RTC determines that it is necessary for CONSULTANT to perform optional services, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for the work. CONSULTANT shall undertake no work on any optional services without written notice to proceed from RTC.

2.4. ADDITIONAL SERVICES

When agreed to in writing by RTC and CONSULTANT, CONSULTANT will furnish other services in connection with the Project.

2.5. PERFORMANCE REQUIREMENTS

All 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.

2.6. 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 - RESPONSIBILITIES OF RTC

- 3.1. RTC will:
- A. Upon request and without cost to CONSULTANT, provide all information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
 - B. 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.
 - C. Vest RTC Engineering Director with authority to act as RTC's representative with respect to the work to be performed under this Agreement. RTC Engineering Director shall have complete authority to transmit instructions, receive information, interpret and define RTC's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - OWNERSHIP OF WORK

- 4.1. 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 execution of the Project that will be used in the Project and services rendered under this 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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 Project 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 5 - PAYMENTS TO CONSULTANT

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

5.2 In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Phase 2 – Resident Engineer/Construction Support Services	\$4,834,548
Phase 2 – Optional Services	\$523,923
Total Not-to-Exceed Cost	\$5,358,471

5.3. Payment for work accomplished for each major task shall be invoiced monthly by CONSULTANT. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

5.4. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by Article 11. Any amounts not in dispute shall be promptly paid by RTC.

5.5. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit A.

5.6. Additional services authorized under Section 2.4, “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.

5.7. Any reimbursable services authorized in writing by RTC 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.

- 5.8. 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 6 – LITIGATION SERVICES

- 6.1. 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 the indemnification requirements of CONSULTANT under Article 9. 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 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, attached hereto and incorporated herein by reference, and shall comply with all of its terms.

ARTICLE 9 – HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C, Indemnification and Insurance Requirements, attached hereto and incorporated herein by reference. 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 in Sections 11.1 and 11.2, 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 - SUCCESSORS AND ASSIGNS

- 12.1. 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.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, P.E.
Director of Engineering
Regional Transportation Commission
1105 Terminal Way
Post Office Box 30002
Reno, Nevada 89520

CONSULTANT: Roger Phillippi, P.E.
Vice President/Division Manager
Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, Nevada 89521

ARTICLE 14 - APPLICABLE LAW

14.1. 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.

ARTICLE 15 – GENERAL PROVISIONS

15.1. 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 Executive Director pursuant to the process specified in Sections 15.2 to 15.4 for such additional periods as RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by RTC Executive Director.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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.

15.8. 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 a reasonable attorneys' fees.

15.9. 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.

15.10. 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.

15.11. 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.

15.12. AMENDMENTS

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

15.13. 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.

15.14. PROCEEDING WITH WORK

CONSULTANT shall not proceed with work until both parties have executed this Agreement (Final Execution Date). If CONSULTANT does proceed with work prior to the Final Execution Date, CONSULTANT shall forfeit any and all right to reimbursement and payment for work performed prior to that date. Furthermore, 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, prior to the Final Execution Date. In the event CONSULTANT violates this Section, CONSULTANT waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.

ARTICLE 16 – FEDERAL FORMS AND CLAUSES

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

ATKINS NORTH AMERICA, INC.

By: _____
Roger Phillippi, P.E., Project Principal

SAMPLE

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

I. Definitions

- a. RTC of Washoe Project Manager The RTC's Project Manager (RTC PM) will represent the RTC Director of Engineering and the RTC's interests. The Consultant Construction Project Manager shall report directly to the RTC PM.
- b. Consultant The individual, firm or Corporation (including its sub-consultant(s)) contracting with the RTC to provide construction management, inspection, and materials testing services for the construction of Project No. 211003.
- c. Construction Project Manager (CPM) The Consultant's CPM is in responsible charge of services performed as described in this Scope of Services and is responsible to the RTC PM for the quality of these services. The Consultant's CPM must be a Professional Engineer licensed in the State of Nevada. The CPM reviews and recommends interim and final payments from the contractor and all changes to the Contracts for all consultants and contractors. The CPM certifies that all the work is done in general conformance with the Construction Contract Documents and RTC standard practices. The CPM has authority to reject defective materials and to suspend any work that he judges to be improperly performed.
- d. Consultant Inspector (CI) The Consultant's employees who perform inspection under the responsible charge of the Consultant's CPM.
- e. Consultant Materials Tester (MT) The Consultant's employees who perform testing services under the responsible charge of the Consultant's CPM.
- f. Contractor The individual, firm or corporation contracting with the RTC to construct Phase 2 of the Virginia Street Bus RAPID Transit Extension.
- g. Designer The individual, firm or Corporation contracting with the RTC to design, and provide construction design support for the construction of Project No. 211003.
- h. Construction Contract Documents The written agreement between the RTC and the Contractor setting forth the obligations of the parties for the performance of the construction work as defined in said Contract Documents and the basis of payment. The Construction Contract Documents include the contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, notice to proceed, contract modification orders, and authorized extensions of time, all of which constitute one instrument.

II. Project Specific Information

- a. Project Location: City of Reno, Washoe County, NV.

Planned Improvements and Background: The Virginia Street Bus RAPID Transit Extension Project addresses critical transportation needs including improving transit connectivity, efficiency, and timeliness through connecting RAPID to the University of Nevada, Reno (UNR), improving safety for all modes, correcting ADA sidewalk deficiencies, and improving traffic operations. No sidewalks exist in many sections of the corridor, and in other areas sidewalks are in poor condition, which forms a barrier to transit stop access. The corridor contains numerous vacant or underutilized buildings and lots. Improved transit service and walkability will encourage implementation of Transit Oriented Development (TOD) and redevelopment district goals. The scope of project includes:

- Midtown Virginia complete street and RTC RAPID stop improvements (Plumb Lane to Liberty Street).
- North Virginia complete street improvements and RTC RAPID service extension (Maple Street and northern terminus of RTC RAPID), consideration of possible widening North Virginia between 8th & 9th Streets.

The Virginia Street Bus RAPID Transit Project is a Construction Manager at Risk (CMAR) delivery method project. The Construction Management services included are specific to the CMAR delivery method.

- III. **Work Duration:** Notice to proceed for these Consultant construction services is anticipated by June 3, 2019 and shall proceed until March 5, 2021. The Consultant work duration is four-hundred thirty-two working days (based on the Contractor's 90% OPCC schedule and the Virginia Street RAPID Extension Project Calendar provided by the RTC for Phase 2) from the Consultant NTP, which includes project closeout activities described herein. Systems activation assistance activities will extend through the end of 2021. It is assumed that the Contractor shall confine work to the standard workweek (except as otherwise shown in the Contractor's 90% OPCC schedule and the Virginia Street RAPID Extension Project Calendar provided by the RTC for Phase 2) that shall consist of five (5), ten (10) hour workdays, between the hours of 7:00 AM and 7:00 PM, Monday through Friday, for a fifty (50) hour workweek, except as otherwise directed or approved by the RTC Project Manager and the City of Reno. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the contractor. Work may be required night and/or day, on weekends, holidays, and/or on a split shift basis. Work weeks may be in excess of or less than the standard 40-hour week.
- IV. **Items to be Furnished by the RTC:** The RTC will provide to the Consultant a pdf of the Construction Contract Documents as early as feasible in the pre-construction process, and at a minimum, after construction contract award, but prior to the pre-construction conference and commencement of any work. CAD files of the project plans, and horizontal and vertical alignment information will also be provided.
- V. **Initial Project Meeting:** The Consultant and RTC project personnel shall meet to coordinate and schedule the required work prior to construction. The Consultant shall

complete all work in accordance with the approved schedule or as approved by the RTC PM.

VI. Labor, Materials, Vehicles & Equipment:

- a. The consultant shall furnish each worker with a suitable vehicle registered in the State of Nevada equipped with a flashing amber beacon to be reimbursed as stated in Consultant Contract Fee Summary & Schedule unless the vehicle is in the Consultant's overhead. The Consultant shall furnish personnel as appropriate to specific responsibilities:
 1. Each with a cellular phone and internet E-mail address.
 2. Each with miscellaneous equipment (calculator, office supplies, safety equipment, etc.) required to perform the work (ANSI Certified Work Boots, Certified Hardhat, Safety Glasses and Approved Safety Vest), a 25', and 100' tape measure that reads to 0.01 feet, a walking wheel to measure in feet, a string line and 4' carpenters level.
 3. Adequate office supplies to perform the work, one surveyor's level (with set of legs) capable of reading 400' away, and one 25' rod.
 4. Consultant will furnish all materials, tools, and equipment necessary to complete the work required. Materials testing equipment shall include but may not necessarily be limited to: Nuclear Asphalt Content Gauge, Nuclear Moisture-Density Gauge, Concrete air meter, slump cone, and other concrete testing equipment, Sieves for aggregates and soil gradations, Electronic scales, Asphalt & A/C sample containers [CP-41 (section 4.2) of the 2008 field materials manual describes the required safety containers], small tools, Proctor equipment for soil curves and one point tests, Atterburg, Rice value, and Sand Equivalent equipment, Sample drying equipment, Concrete cylinder molds which meet AASHTO requirements except that paper molds shall not be used, and plastic molds shall not be reused, Miscellaneous equipment for performing the required soils, asphalt and concrete tests, Sample bags for embankment and ABC.
- b. Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the RTC PM. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the RTC PM. Employees required to operate vehicles must possess and maintain a valid State of Nevada driver's license. The inspectors and testers permanently assigned to the project shall be competent in road and bridge construction and be thoroughly familiar with RTC and NDOT specifications, manuals, forms and documentation requirements.
- c. The assigned Consultant personnel include the following key personnel:

Construction Project Manager/Resident Engineer – George Jordy, PE

Deputy Project Manager - Joe Mamola
QA/QC Manager – Verdie Legg
Office Engineer – Ian Chamberlain, EI
Lead Inspector/Materials Testing Technician – Art Legg
Lead Surveyor – Duke Brooks, CST

Additional key personnel and any substitutions are subject to approval by the RTC PM.

VII. Project Standards:

All materials furnished and work performed, shall be done in accordance with the latest edition of 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 December 21, 2016 except as modified within the "Special Technical Specifications" for the Virginia Street Bus RAPID Transit Extension Project (hereinafter designated "STS"); and in accordance with the "Standard Details for Public Works Construction" (hereinafter designated "Standard Details"), including updates through January 2018, except as modified by the plans for Phase 2 of the Virginia Street Bus RAPID Transit Extension project.

All construction management, sampling, testing, documentation, and inspection shall be in accordance with the latest versions of the Nevada Department of Transportation's Documentation Manual, Construction Manual, and Materials Division Testing Manual unless superseded by the plans and specifications previously cited above.

VIII. Construction Management, Inspection, Materials Testing & Public Outreach Support Services

- a. The Consultant shall assist the RTC by providing the following construction contract administration and inspection services:
 1. Upon issuance to the Consultant of the Phase 2 Construction Contract Documents and Phase 2 Notice to Proceed, the Consultant will review the Construction Contract Documents, and FTA required permits and permit conditions. The Contractor will be responsible for obtaining all necessary permits, including any renewal fees prior to commencement of work. The Contractor will also be responsible for compliance with all applicable City, County, State and Federal laws, regulations, and codes, and to pay any fines due to non-compliance throughout the construction period.
 2. Pre-construction Conference: Consultant shall prepare pre-construction conference agenda, distribute invitations, and assist the RTC in facilitation. Invitees shall include, but not are not limited to, the RTC, City of Reno, Contractor, Design Consultant, utility companies, appropriate businesses and other project stakeholders, and emergency services representation. At this conference the project schedule, responsibilities of each party, and lines of communication will be

outlined. The Consultant shall prepare the conference minutes and submit a draft to the RTC for final review and approval, prior to the Consultant distributing minutes to all attendees.

3. Construction Management services including inspection, quality assurance testing and reporting, construction surveying, measurement, computation and documentation of quantities, reporting and record keeping, and other tasks as required by the RTC PM will be completed on a time and materials basis as reflected in the Consultant Contract Fee Summary. Records and computations shall be kept in accordance with the NDOT's latest edition of the Documentation Manual and shall become part of the construction project records. This shall include but not be limited to the NDOT's latest edition of the Documentation Manual, Construction Manual, and Testing Manual.
4. Construction survey. Provide one set of construction stakes and office support for the following construction activities within the South Virginia segment:
 - SURVEY CONTROL
 - a. Field surveys and office support to densify survey control and benchmarks. Stakeout saw cut limits.
 - ALIGNMENTS
 - a. Office support to construct alignments and calcs.
 - EASEMENTS
 - a. Field surveys and office support to stakeout permanent easements, temporary construction easements, permits to construct and right of way acquisitions.
 - STREETSCAPE
 - a. Field Surveys and office support to provide line and grade stakes for valve boxes and centerline of features.
 - STORM DRAIN – CATCH BASINS
 - a. Field surveys and office support to provide line and grade stakes for catch basins.
 - CIVIL IMPROVEMENTS
 - a. Field surveys and office support to provide line and grade stakes for curb/gutter, sidewalks, pedestrian ramps (BC, EC and CL ramps only), driveways, street islands, roundabout, verification of finish floor at door entrances, walls, and grade stakes at centerline of streets.
 - TRAFFIC SIGNALS & ELECTRICAL PLAN
 - a. Field surveys and office support to stakeout traffic signals poles, boxes and meter pads.

Provide one set of construction stakes and office support for the following construction activities within the North Virginia segment:

- SURVEY CONTROL
 - a. Field surveys and office support to densify survey control and benchmarks. Stakeout saw cut limits.
 - ALIGNMENTS
 - a. Office support to construct alignments and calcs.
 - EASEMENTS
 - a. Field surveys and office support to stakeout permanent easements, temporary construction easements, permits to construct and right of way acquisitions.
 - STREETSCAPE
 - a. Field Surveys and office support t provide line and grade stakes for valve boxes and centerline of features.
 - STORM DRAIN – CATCH BASINS
 - a. Field surveys and office support to provide line and grade stakes for catch basins
 - CIVIL IMPROVEMENTS
 - a. Field surveys and office support to provide line and grade stakes for curb/gutter, sidewalks, pedestrian ramps (BC, EC and CL ramps only), driveways, street islands, roundabout, verification of finish floor at door entrances, walls, and grade stakes at centerline of streets.
 - TRAFFIC SIGNALS & ELECTRICAL PLAN
 - a. Field surveys and office support to stakeout traffic signals poles, boxes and meter pads
5. A web-based project document control site for joint use document and file storage, transfer and transmittal will be provided by the Contractor. The site shall be established and hosted by the Contractor with password protected accessibility established for RTC, Consultant, Contractor, Designer, and City of Reno. The Contractor shall be the project administrator of the site.
6. During construction, consult with and advise the RTC and as directed, act as the RTC's representative. As directed, the Consultant shall have authority to act on behalf of the RTC to the extent provided in the Construction Contract Documents, except as otherwise directed in writing by the RTC PM and as established in the preconstruction conference. While acting on the RTC's behalf, the Consultant shall identify various options, consider the issues with each option and make

the decision based on what is in the RTC's best interests. Consultant shall notify the RTC PM of any use of the various force accounts prior to making final approval if no emergency is present, or shall notify the RTC PM at the earliest moment possible if the use of a force account is required by an emergency situation.

7. The Consultant shall be on site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and advise the Contractor and the RTC PM of the need for corrective action. The Consultant shall keep the RTC PM informed daily of work progression and provide timely notice regarding deficiencies and issues of noncompliance. The Consultant shall be responsible for verifying that all construction meets the requirements of the Construction Contract Documents.
8. Inspection of all major items of work as they progress daily, which will include daily inspection, and preparation of weekly inspection reports that will prioritize findings and clearly delineate between recommendations and compliance deficiencies related to the Construction Contract Documents.
 9. The Consultant may be required to work weekends and extended hours outside of the hours assumed in the Consultant Contract Fee Summary & Schedule depending on the construction schedule. The RTC PM will require the Contractor to provide notification of its intent to work the weekends by no later than noon on Thursday, (and preferably earlier in the week), to provide the Consultant adequate time to provide staffing on weekends.
 10. The Consultant shall be given direction to issue instructions directly to the Contractor on behalf of the RTC PM. The Consultant may, as the RTC's representative, require special inspection or testing of the work. As directed by the RTC PM, the Consultant will be required to make recommendations or decisions, where warranted, on all claims of the RTC and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto. Construction claims support beyond the end of construction contract time is not included.
 11. When authorized, the Consultant shall prepare Change Orders and authorized use of the project Risk Register for the review and approval by the RTC in accordance RTC policies and procedures. Attached to the Change Order and/or authorized use of the Risk Register will be a letter from the Consultant containing a complete description of the change, justification of the change and a formal recommendation for approval of the change by the RTC. Prior to initiating a Change Order, the Consultant shall investigate other alternatives and involve the RTC PM in the decision-making process.

12. Based on the Consultant's independent field measurements and on-site observations of the work the Consultant shall review the contractor's monthly progress payment application and supporting data, in order to determine/confirm the amount owed to the Contractor and approve in writing of the concurrence of progress payment submitted by the contractor(s) in such amounts; such approval of progress payment shall constitute a representation to the RTC, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, that the quantity and quality of the work is in accordance with the Construction Contract Documents. Consultant shall complete their detailed review of the progress payment requests and forward them to the RTC PM within 15 calendar days.
13. Consultant shall prepare written directions to the Contractor, as directed in writing by the RTC PM; and all such documents shall be reviewed and approved by the RTC PM prior to issuance.
14. The Consultant shall review for acceptance items submitted by the Contractor including: samples, catalog data, schedules, shop drawings, laboratory shop and mill tests, materials, and other data. This review is for the benefit of the RTC and it covers only general conformance with the information given in the Construction Contract Documents. The Consultant's review of such does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct a complete and workable facility in accordance with the Construction Contract Documents. Consultant shall coordinate the handling of submittals for distribution to the appropriate review party, track review progress and return to the Contractor. The Consultant shall not review shop drawings for design intent. The Designer is assumed to have this responsibility. The Consultant's review shall be done in a manner which takes all necessary factors into consideration and the decision made shall be done in the RTC's best interests. The Consultant shall maintain a log of all project submittals indicating current status of all submittals, and then organize and maintain such files for the project duration.
15. The Consultant shall advise the RTC PM regarding the Contractor's work conformance with the requirements of the Construction Contract Documents, acceptability of the Contractor's project schedule, and evaluate if the Contractor is progressing according to schedule. The Consultant shall maintain a record of the Contractor's revisions/updates to the project schedule and inform the RTC PM on a weekly basis of any concerns with the schedule.
16. The Consultant shall advise the RTC regarding the Contractor's work conformance with the requirements of the Construction Contract Documents, acceptability of the Contractor's project schedule, and

evaluate if the Contractor is progressing according to schedule. The Consultant shall maintain a record of the Contractor's revisions/updates to the project schedule and inform the RTC on a weekly basis of any concerns with the schedule.

17. Upon notice of substantial completion by the Contractor, the Consultant shall assist the RTC in conducting a formal inspection (walkthrough) with representatives of the Contractor to determine remaining work for final acceptance per the Construction Contract Documents. Consultant shall prepare a repair list (punch-list) for the RTC PM's review and approval prior to issuing to the Contractor.
18. As Constructed Plans: The Consultant representative(s) shall verify that all field revisions (as-built modifications) have been properly documented by the Contractor in a timely manner throughout the construction duration. The Consultant will provide markups of the revisions and transmit the information via the document control site to the Designer for their preparation of As Constructed Plans.
19. The Consultant shall keep a detailed photograph log of construction progress. A notebook containing the entire photo log and all of the daily reports shall be kept current during the project and, upon request, made available for review by the RTC. A complete log shall be submitted to the RTC PM with other project documentation at the end of the project.

- b. Material Testing and other special inspection services shall include, but shall not be limited to, the following:

General Work Description: The Consultant shall sample, test, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Summary of Quantities or referred to in the Plans and Specifications. The Consultant shall also provide any other services as requested by the RTC PM.

1. Materials Testing for compliance with the latest edition of the 2012 Standard Specifications for Public Works Construction (hereinafter designated "Standard Specifications"), including addenda through Revision 8 October 19, 2018, except as modified within the Special Technical Specifications; and the City of Reno Standard Details for Public Works Construction (hereinafter designated "Standard Details"), including updates through January 2018, except as modified by the plans for Phase 2 of the Virginia Street Bus RAPID Transit Extension project. Materials to be tested will include asphalt concrete, aggregate base, native subgrade material, structural fill material, structural concrete and Portland Cement Concrete. Test reports, accompanied with Consultant's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC PM.

2. Documentation: Each MT shall maintain a daily diary for each day the MT performs work on the project. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall be given to the RTC PM and CPM within one working day of its date.

- c. Public information and outreach support services shall include the following:

General Work Description: The purpose of the public information program is to build and maintain positive public relations throughout the construction process through continuous, effective two-way communications including opportunities for public review and comment on construction phasing, updates on the progress of the work, and information on changes affecting the movement of traffic and business access.

1. The Consultant will support the RTC's Public Affairs Administrator & Public Information Officer (PIO) as well as the Contractor's Public Information Specialist hereinafter referred to as "Communications Team," and will provide public information and outreach services for this Project that will include the following:
 - Assist the RTC in responding to all public inquiries, including but not limited to telephone and e-mail correspondences; Questions and comments received by phone will be responded to within 24 hours or next business day of receipt, whichever comes first;
 - Keep records of public inquiries using call/visit logs, phone logs, and meeting notes;
 - Provide support for the RTC's government liaison activities with the cities of Reno and Sparks, Washoe County, and the Regional Transportation Commission and other entities as needed;
 - Provide support in the development of project maps and notifications, as requested;
 - Assist in development, staging, and execution of media, site tours and public outreach events, including but not limited to establishing locations, invitations and invite lists, staging, and informational materials for Project groundbreaking and ribbon-cutting ceremonies;
 - Assist the RTC's Communications Team with media, including assistance with press releases, coordination of requests from the media for interviews and/or detailed Project information, and preparation of articles for use in newsletters and trade publications;

- Assist in providing information to the Communications Team to update the Project website
 - Assist in the development of weekly Project updates for public e-mail distribution and posting on the website and social media;
 - Address other community issues that may arise; and
 - Attend weekly public information team meetings to fulfill activities above.
2. Services will also include the following internal Project group communication requirements:
- Attend periodic meetings as needed with the Communications Team and other staff.
3. APPROVALS: Submit all public information materials, proposed public information activities, responses to comments/questions and plans for review and approval by the RTC prior to implementation and/or distribution to the public.
4. MEDIA RELATIONS: The RTC's Communications Team will manage all media relations, including issuing press releases, media advisories, and maintaining regular contact with the media. Refer all requests from the media for interviews, quotes, and/or detailed Project information directly to the RTC's Communications Team. During the course of the Project, immediately notify the RTC of any situations that may involve the media.
- The Consultant will assist the Communications Team by providing timely information on Project activities for use by the media. Such information will include, but not be limited to, press releases and press kits, maps and illustrations for news media use, notifications and illustrations of lane and ramp closures, speaking points, and Project tours for media representatives, as requested.
- d. Systems activation assistance:
1. After construction completion and closeout, the Consultant will provide assistance as appropriate to the RTC's Project Manager with systems activation activities on a as needed basis, not to exceed the assumptions reflected in the Consultant Contract Fee Summary.
- e. Environmental services assistance:
1. Upon notification from the RTC or the Contractor of a potentially contaminated soil or groundwater discovery, the Consultant will notify a qualified site remediation sub-consultant to identify, assess, and provide direction to the Contractor on remediation activities concerning

the contaminated site as appropriate. Upon each discovery the Consultant will engage the qualified site-remediation sub-consultant to identify the significance of the discovery and level of effort to provide a scope of services surrounding the remediation activities on a as needed basis, not to exceed the assumptions reflected in the Consultant Contract Fee Summary.

SAMPLE

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

Month	2019						2020						2021						Total					
	Jun-2019	Jul-2019	Aug-2019	Sep-2019	Oct-2019	Nov-2019	Dec-2019	Jan-2020	Feb-2020	Mar-2020	Apr-2020	May-2020	Jun-2020	Jul-2020	Aug-2020	Sep-2020	Oct-2020	Nov-2020		Dec-2020	Jan-2021	Feb-2021	Mar-2021	
Contractor Working Days	12	24	21	24	25	18	17	22	20	22	22	24	26	25	22	24	25	0	0	0	0	0	0	373
Construction Admin Crew Days	20	21	18	20	22	18	17	22	20	22	22	20	22	22	21	21	21	19	19	20	20	5		432

Excludes: Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving, Week of Christmas, New Years Day, Systems Activation time thru the end of 2021 (reflected in hours thru 2021)

Includes: 18 Weeks Atkins closeout beginning in November 2020

Position	Billing Rate					
	2019		2020		2021	
	Regular	OT	Regular	OT	Regular	OT
Principal	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00
Group Manager	\$232.00	\$232.00	\$239.00	\$239.00	\$246.00	\$246.00
Construction Project Manager	\$221.00	\$221.00	\$228.00	\$228.00	\$235.00	\$235.00
Deputy Project Manager	\$185.00	\$185.00	\$191.00	\$191.00	\$197.00	\$197.00
Scheduler - Atkins	\$196.00	\$196.00	\$202.00	\$202.00	\$208.00	\$208.00
Office Engineer	\$124.00	\$155.00	\$128.00	\$160.00	\$132.00	\$165.00
Office Administrator	\$93.00	\$116.25	\$96.00	\$120.00	\$99.00	\$123.75
Inspector Tech IV	\$134.00	\$167.50	\$138.00	\$172.50	\$142.00	\$177.50
Inspector Tech III	\$100.00	\$125.00	\$103.00	\$128.75	\$106.00	\$132.50
Survey Group Manager	\$185.00	\$185.00	\$191.00	\$191.00	\$197.00	\$197.00
Survey PLS	\$127.00	\$158.75	\$131.00	\$163.75	\$135.00	\$168.75
Senior Survey Technician	\$99.00	\$123.75	\$102.00	\$127.50	\$105.00	\$131.25
Survey Tech	\$72.00	\$90.00	\$74.00	\$92.50	\$76.00	\$95.00
Public Information Specialist	\$83.00	\$83.00	\$85.00	\$85.00	\$88.00	\$88.00
Position Title (Time and a half OT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Position	Rate		7-Jun		14-Jun		21-Jun		28-Jun		5-Jul		12-Jul		19-Jul		26-Jul		2-Aug		
	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	
	Principal	\$260.00	\$260.00	2						2											
Group Manager	\$232.00	\$232.00	4		4		4		4		4		4		4		4		4		4
Construction Project Manager	\$221.00	\$221.00	40		40		40		40		32		40		40		40		40		40
Deputy Project Manager	\$185.00	\$185.00	20		20		20		20		20		20		20		20		20		20
Scheduler - Atkins	\$196.00	\$196.00	40						8												8
Office Engineer	\$124.00	\$155.00	40		40		40		40		32		40		40		40		40		40
Office Administrator	\$93.00	\$116.25	40		40		40		40		32		40		40		40		40		40
Inspector Tech IV	\$134.00	\$167.50																			
Inspector Tech III	\$100.00	\$125.00																			
Survey Group Manager	\$185.00	\$185.00																			
Survey PLS	\$127.00	\$158.75																			
Senior Survey Technician	\$99.00	\$123.75																			
Survey Tech	\$72.00	\$90.00																			
Public Information Specialist	\$83.00	\$83.00	20		20		20		20		20		20		20		20		20		20
Position Title (Time and a half OT)	\$0.00	\$0.00																			
Regular Time Labor			\$32,168.00		\$23,808.00		\$23,808.00		\$23,808.00		\$22,392.00		\$23,808.00		\$23,808.00		\$23,808.00		\$25,696.00		
OT Labor			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicles @ \$1500/mo. Each			\$1,610.00		\$1,260.00		\$1,260.00		\$1,260.00		\$1,120.00		\$1,260.00		\$1,260.00		\$1,260.00		\$1,330.00		
Other Directs - (List)			\$107		\$84		\$84		\$84		\$74		\$84		\$84		\$84		\$88		

Tot Labor/Person (Week 1-9)		
Reg	OT	Total
2		2
\$8,352	\$0	\$8,352
\$77,792	\$0	\$77,792
\$33,300	\$0	\$33,300
\$10,976	\$0	\$10,976
\$43,648	\$0	\$43,648
\$32,736	\$0	\$32,736
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$14,940	\$0	\$14,940
\$0	\$0	\$0

*Assumes Atkins NTP 6/3/19
 *Assumes Contractor NTP 6/17/19

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

2019																				
Week Ending		9-Aug		16-Aug		23-Aug		30-Aug		6-Sep		13-Sep		20-Sep		27-Sep		4-Oct		
Week		10		11		12		13		14		15		16		17		18		
Position	Rate		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
	Principal	\$260.00	\$260.00																	
Group Manager	\$232.00	\$232.00	4		4		4		4		4		4		4		4		4	
Construction Project Manager	\$221.00	\$221.00	40		40		40		40		40		40		40		40		40	
Deputy Project Manager	\$185.00	\$185.00	20		20		20		20		20		20		20		20		20	
Scheduler - Atkins	\$196.00	\$196.00																		
Office Engineer	\$124.00	\$155.00	40		40		40		40		40		40		40		40		40	
Office Administrator	\$93.00	\$116.25	40		40		40		40		40		40		40		40		40	
Inspector Tech IV	\$134.00	\$167.50																		
Inspector Tech III	\$100.00	\$125.00																		
Survey Group Manager	\$185.00	\$185.00																		
Survey PLS	\$127.00	\$158.75																		
Senior Survey Technician	\$99.00	\$123.75																		
Survey Tech	\$72.00	\$90.00																		
Public Information Specialist	\$83.00	\$83.00	20		20		20		20		20		20		20		20		20	
Position Title (Time and a half OT)	\$0.00	\$0.00																		
Regular Time Labor		\$23,808.00	\$23,808.00		\$23,808.00		\$23,808.00		\$22,392.00		\$23,808.00		\$23,808.00		\$23,808.00		\$23,808.00		\$25,896.00	
OT Labor		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Vehicles @ \$1500/mo. Each		\$1,260.00	\$1,260.00		\$1,260.00		\$1,260.00		\$1,120.00		\$1,260.00		\$1,260.00		\$1,260.00		\$1,260.00		\$1,330.00	
Other Directs - (List)		\$84	\$84		\$84		\$84		\$74		\$84		\$84		\$84		\$84		\$88	

Tot Labor/Person (Week 10-18)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,352	\$0	\$8,352
\$77,792	\$0	\$77,792
\$33,300	\$0	\$33,300
\$3,136	\$0	\$3,136
\$43,648	\$0	\$43,648
\$32,736	\$0	\$32,736
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$14,940	\$0	\$14,940
\$0	\$0	\$0

2019																				
Week Ending		11-Oct		18-Oct		25-Oct		1-Nov		8-Nov		15-Nov		22-Nov		29-Nov		6-Dec		
Week		19		20		21		22		23		24		25		26		27		
Position	Rate		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
	Principal	\$260.00	\$260.00																	
Group Manager	\$232.00	\$232.00	4		4		4		4		4		4		4		4		4	
Construction Project Manager	\$221.00	\$221.00	40		40		40		40		40		40		40		40		40	
Deputy Project Manager	\$185.00	\$185.00	20		20		20		20		20		20		20		20		20	
Scheduler - Atkins	\$196.00	\$196.00																		
Office Engineer	\$124.00	\$155.00	40		40		40		40		40		40		40		40		40	
Office Administrator	\$93.00	\$116.25	40		40		40		40		40		40		40		40		40	
Inspector Tech IV	\$134.00	\$167.50																		
Inspector Tech III	\$100.00	\$125.00																		
Survey Group Manager	\$185.00	\$185.00																		
Survey PLS	\$127.00	\$158.75																		
Senior Survey Technician	\$99.00	\$123.75																		
Survey Tech	\$72.00	\$90.00																		
Public Information Specialist	\$83.00	\$83.00	20		20		20		20		20		20		20		20		20	
Position Title (Time and a half OT)	\$0.00	\$0.00																		
Regular Time Labor		\$23,808.00	\$23,808.00		\$23,808.00		\$22,392.00		\$23,808.00		\$23,808.00		\$20,304.00		\$23,808.00		\$25,896.00			
OT Labor		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			
Vehicles @ \$1500/mo. Each		\$1,260.00	\$1,260.00		\$1,260.00		\$1,120.00		\$1,260.00		\$1,260.00		\$1,050.00		\$1,260.00		\$1,330.00			
Other Directs - (List)		\$84	\$84		\$84		\$74		\$84		\$84		\$70		\$84		\$88			

Tot Labor/Person (Week 19-27)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,352	\$0	\$8,352
\$76,024	\$0	\$76,024
\$33,300	\$0	\$33,300
\$3,136	\$0	\$3,136
\$42,656	\$0	\$42,656
\$31,992	\$0	\$31,992
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$14,940	\$0	\$14,940
\$0	\$0	\$0

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

Position	Rate		2019			2020																
	Regular	OT	13-Dec		20-Dec		27-Dec		3-Jan		10-Jan		17-Jan		24-Jan		31-Jan		7-Feb			
			28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Principal	\$260.00	\$260.00				2																
Group Manager	\$239.00	\$239.00	4		4				4					4								
Construction Project Manager	\$228.00	\$228.00	40		40				40					40								
Deputy Project Manager	\$191.00	\$191.00	20		20				20					20								
Scheduler - Atkins	\$202.00	\$202.00							8													
Office Engineer	\$128.00	\$160.00	40		40				40					40								
Office Administrator	\$96.00	\$120.00	40		40				40					40								
Inspector Tech IV	\$138.00	\$172.50																				
Inspector Tech III	\$103.00	\$128.75																				
Survey Group Manager	\$191.00	\$191.00																				
Survey PLS	\$131.00	\$163.75																				
Senior Survey Technician	\$102.00	\$127.50																				
Survey Tech	\$74.00	\$92.50																				
Public Information Specialist	\$85.00	\$85.00	20		20				20					20								
Position Title (Time and a half OT)	\$0.00	\$0.00																				
Regular Time Labor			\$23,808.00		\$23,808.00				\$20,724.00					\$24,156.00					\$24,156.00			
OT Labor			\$0.00		\$0.00				\$0.00					\$0.00					\$0.00			
Vehicles @ \$1500/mo. Each			\$1,260.00		\$1,260.00				\$980.00					\$1,260.00					\$1,260.00			
Other Directs - (List)			\$84		\$84				\$84					\$84					\$84			

Tot Labor/Person (Week 28-36)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$7,592	\$0	\$7,592
\$70,576	\$0	\$70,576
\$28,028	\$0	\$28,028
\$3,232	\$0	\$3,232
\$39,616	\$0	\$39,616
\$29,712	\$0	\$29,712
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$13,520	\$0	\$13,520
\$0	\$0	\$0

Position	Rate		2020																			
	Regular	OT	14-Feb		21-Feb		28-Feb		6-Mar		13-Mar		20-Mar		27-Mar		3-Apr		10-Apr			
			27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Principal	\$260.00	\$260.00							2													
Group Manager	\$239.00	\$239.00	4		4				4					4								
Construction Project Manager	\$228.00	\$228.00	40		40				40					40								
Deputy Project Manager	\$191.00	\$191.00	20		20				20					20								
Scheduler - Atkins	\$202.00	\$202.00							8													
Office Engineer	\$128.00	\$160.00	40		40				40					40								
Office Administrator	\$96.00	\$120.00	40		40				40					40								
Inspector Tech IV	\$138.00	\$172.50																				
Inspector Tech III	\$103.00	\$128.75																				
Survey Group Manager	\$191.00	\$191.00																				
Survey PLS	\$131.00	\$163.75																				
Senior Survey Technician	\$102.00	\$127.50																				
Survey Tech	\$74.00	\$92.50																				
Public Information Specialist	\$85.00	\$85.00	20		20				20					20								
Position Title (Time and a half OT)	\$0.00	\$0.00																				
Regular Time Labor			\$24,556.00		\$24,556.00				\$20,832.00					\$24,556.00					\$24,556.00			
OT Labor			\$0.00		\$0.00				\$0.00					\$0.00					\$0.00			
Vehicles @ \$1500/mo. Each			\$1,260.00		\$1,260.00				\$1,260.00					\$1,260.00					\$1,260.00			
Other Directs - (List)			\$84		\$84				\$84					\$84					\$84			

Tot Labor/Person (Week 37-45)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,604	\$0	\$8,604
\$82,080	\$0	\$82,080
\$34,380	\$0	\$34,380
\$3,232	\$0	\$3,232
\$46,080	\$0	\$46,080
\$34,560	\$0	\$34,560
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$15,300	\$0	\$15,300
\$0	\$0	\$0

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

		2020																				
		Week Ending		17-Apr		24-Apr		1-May		8-May		15-May		22-May		29-May		5-Jun		12-Jun		
		Week		46		47		48		49		50		51		52		53		54		
Position	Rate		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
	Regular	OT																				
Principal	\$260.00	\$260.00			2			2							2							
Group Manager	\$239.00	\$239.00	4		4		4		4		4		4		4		4		4		4	
Construction Project Manager	\$228.00	\$228.00	40		40		40		40		40		40		40		40		40		40	
Deputy Project Manager	\$191.00	\$191.00	20		20		20		20		20		20		20		20		20		20	
Scheduler - Atkins	\$202.00	\$202.00			8				8				8				8				8	
Office Engineer	\$128.00	\$160.00	40		40		40		40		40		40		40		40		40		40	
Office Administrator	\$96.00	\$120.00	40		40		40		40		40		40		40		40		40		40	
Inspector Tech IV	\$138.00	\$172.50													12		40		40		40	
Inspector Tech III	\$103.00	\$128.75													12		40		40		40	
Survey Group Manager	\$191.00	\$191.00																				
Survey PLS	\$131.00	\$163.75																				
Senior Survey Technician	\$102.00	\$127.50																				
Survey Tech	\$74.00	\$92.50																				
Public Information Specialist	\$85.00	\$85.00	20		20		20		20		20		20		20		20		20		20	
Position Title (Time and a half OT)	\$0.00	\$0.00																				
Regular Time Labor			\$24,558.00	\$24,558.00	\$26,652.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$26,652.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00
OT Labor			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles @ \$1500/mo. Each			\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,050.00	\$1,310.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00
Other Directs - (List)			\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$12	\$84	\$84	\$84	\$84	\$84	\$84	

Tot Labor/Person (Week 46-54)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,604	\$0	\$8,604
\$80,256	\$0	\$80,256
\$34,380	\$0	\$34,380
\$3,232	\$0	\$3,232
\$45,056	\$0	\$45,056
\$33,792	\$0	\$33,792
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$15,300	\$0	\$15,300
\$0	\$0	\$0

		2020																			
		Week Ending		15-Jun		22-Jun		29-Jun		7-Jul		14-Jul		21-Jul		28-Jul		4-Aug		11-Aug	
		Week		55		56		57		58		59		60		61		62		63	
Position	Rate		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	
	Regular	OT																			
Principal	\$260.00	\$260.00																			
Group Manager	\$239.00	\$239.00	4		4		4		4		4		4		4		4		4		4
Construction Project Manager	\$228.00	\$228.00	40		40		40		40		40		40		40		40		40		40
Deputy Project Manager	\$191.00	\$191.00	20		20		20		20		20		20		20		20		20		20
Scheduler - Atkins	\$202.00	\$202.00			8				8				8				8				8
Office Engineer	\$128.00	\$160.00	40		40		40		40		40		40		40		40		40		40
Office Administrator	\$96.00	\$120.00	40		40		40		40		40		40		40		40		40		40
Inspector Tech IV	\$138.00	\$172.50																			
Inspector Tech III	\$103.00	\$128.75																			
Survey Group Manager	\$191.00	\$191.00																			
Survey PLS	\$131.00	\$163.75																			
Senior Survey Technician	\$102.00	\$127.50																			
Survey Tech	\$74.00	\$92.50																			
Public Information Specialist	\$85.00	\$85.00	20		20		20		20		20		20		20		20		20		20
Position Title (Time and a half OT)	\$0.00	\$0.00																			
Regular Time Labor			\$24,558.00	\$24,558.00	\$26,652.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00	\$24,558.00
OT Labor			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles @ \$1500/mo. Each			\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00
Other Directs - (List)			\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84

Tot Labor/Person (Week 55-63)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,604	\$0	\$8,604
\$80,256	\$0	\$80,256
\$34,380	\$0	\$34,380
\$3,232	\$0	\$3,232
\$45,056	\$0	\$45,056
\$33,792	\$0	\$33,792
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$15,300	\$0	\$15,300
\$0	\$0	\$0

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

		2020																	
Week Ending	Week	21-Aug		28-Aug		4-Sep		11-Sep		18-Sep		25-Sep		2-Oct		8-Oct		15-Oct	
		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
Position	Rate																		
	Regular	OT																	
Principal	\$260.00	\$260.00																	
Group Manager	\$239.00	\$239.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Construction Project Manager	\$228.00	\$228.00	40	40	32	32	40	40	40	40	40	40	40	40	40	40	40	40	40
Deputy Project Manager	\$191.00	\$191.00	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Scheduler - Atkins	\$202.00	\$202.00			8														
Office Engineer	\$128.00	\$160.00	40	40	32	32	40	40	40	40	40	40	40	40	40	40	40	40	
Office Administrator	\$96.00	\$120.00	45	45	32	32	45	45	45	45	45	45	45	45	45	45	45	45	
Inspector Tech IV	\$138.00	\$172.50																	
Inspector Tech III	\$103.00	\$128.75																	
Survey Group Manager	\$191.00	\$191.00																	
Survey PLS	\$131.00	\$163.75																	
Senior Survey Technician	\$102.00	\$127.50																	
Survey Tech	\$74.00	\$92.50																	
Public Information Specialist	\$85.00	\$85.00	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
Position Title (Time and a half OT)	\$0.00	\$0.00																	
Regular Time Labor		\$24,556.00	\$24,556.00	\$27,076.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00	\$24,556.00
OT Labor		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles @ \$1500/mo. Each		\$1,280.00	\$1,280.00	\$1,190.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00	\$1,280.00
Other Directs - (List)		\$64	\$64	\$74	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64	\$64

Tot Labor/Person (Week 64-72)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,604	\$0	\$8,604
\$80,256	\$0	\$80,256
\$3,232	\$0	\$3,232
\$34,380	\$0	\$34,380
\$45,056	\$0	\$45,056
\$33,792	\$0	\$33,792
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$15,300	\$0	\$15,300
\$0	\$0	\$0

		2020																	
Week Ending	Week	03-Oct		10-Oct		8-Nov		15-Nov		22-Nov		29-Nov		6-Dec		13-Dec		20-Dec	
		Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
Position	Rate																		
	Regular	OT																	
Principal	\$260.00	\$260.00																	
Group Manager	\$239.00	\$239.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Construction Project Manager	\$228.00	\$228.00	40	40	20	20	40	40	40	40	40	40	40	40	40	40	40	40	40
Deputy Project Manager	\$191.00	\$191.00	20	20	5	5	20	20	20	20	20	20	20	20	20	20	20	20	20
Scheduler - Atkins	\$202.00	\$202.00			8														
Office Engineer	\$128.00	\$160.00	40	40	20	20	40	40	40	40	40	40	40	40	40	40	40	40	
Office Administrator	\$96.00	\$120.00	40	40	20	20	40	40	40	40	40	40	40	40	40	40	40	40	
Inspector Tech IV	\$138.00	\$172.50																	
Inspector Tech III	\$103.00	\$128.75																	
Survey Group Manager	\$191.00	\$191.00																	
Survey PLS	\$131.00	\$163.75																	
Senior Survey Technician	\$102.00	\$127.50																	
Survey Tech	\$74.00	\$92.50																	
Public Information Specialist	\$85.00	\$85.00	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
Position Title (Time and a half OT)	\$0.00	\$0.00																	
Regular Time Labor		\$24,552.00	\$22,992.00	\$18,840.00	\$17,704.00	\$17,704.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	\$10,620.00	
OT Labor		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vehicles @ \$1500/mo. Each		\$1,280.00	\$1,700.00	\$1,050.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	\$980.00	
Other Directs - (List)		\$64	\$70	\$70	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	\$65	

Tot Labor/Person (Week 73-81)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$8,604	\$0	\$8,604
\$45,600	\$0	\$45,600
\$17,572	\$0	\$17,572
\$3,232	\$0	\$3,232
\$43,008	\$0	\$43,008
\$32,256	\$0	\$32,256
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$15,300	\$0	\$15,300
\$0	\$0	\$0

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

			2020		2021															
			Week Ending		1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb								
			82	83	84	85	86	87	88	89	90									
Position	Rate		Reg		Reg		Reg		Reg		Reg		Reg		Reg		Reg		Reg	
	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
Principal	\$260.00	\$260.00	4		2															
Group Manager	\$246.00	\$246.00			4		4		4		4		4		4		4		4	
Construction Project Manager	\$235.00	\$235.00			16		20		20		20		20		20		20		20	
Deputy Project Manager	\$197.00	\$197.00			8		8		8		8		8		8		8		8	
Scheduler - Atkins	\$208.00	\$208.00																		
Office Engineer	\$132.00	\$165.00			32		40		40		40		40		40		40		40	
Office Administrator	\$99.00	\$123.75			16		20		20		20		20		20		20		20	
Inspector Tech IV	\$142.00	\$177.50																		
Inspector Tech III	\$106.00	\$132.50																		
Survey Group Manager	\$197.00	\$197.00																		
Survey PLS	\$135.00	\$168.75																		
Senior Survey Technician	\$105.00	\$131.25																		
Survey Tech	\$76.00	\$95.00																		
Public Information Specialist	\$88.00	\$88.00			20		20		20		20		20		20		20		20	
Position Title (Time and a half OT)	\$0.00	\$0.00																		
Regular Time Labor			\$0.00		\$14,408.00		\$16,280.00		\$16,280.00		\$16,280.00		\$16,280.00		\$16,800.00		\$16,280.00		\$16,280.00	
OT Labor			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Vehicles @ \$1500/mo. Each			\$0.00		\$630.00		\$770.00		\$770.00		\$770.00		\$770.00		\$770.00		\$770.00		\$770.00	
Other Directs - (List)			\$0		\$42		\$51		\$51		\$51		\$51		\$51		\$51		\$51	

Tot Labor/Person (Week 82-90)		
Reg	OT	Total
\$1,040	\$0	\$1,040
\$7,872	\$0	\$7,872
\$36,660	\$0	\$36,660
\$12,608	\$0	\$12,608
\$0	\$0	\$0
\$41,184	\$0	\$41,184
\$15,444	\$0	\$15,444
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$14,080	\$0	\$14,080
\$0	\$0	\$0

			2021																		
			Week Ending		25-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr								
			91	92	93	94	95	96	97	98	99										
Position	Rate		Reg		Reg		Reg		Reg		Reg		Reg		Reg		Reg		Reg		
	Regular	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT	
Principal	\$260.00	\$260.00			2																
Group Manager	\$246.00	\$246.00	4		4				1												
Construction Project Manager	\$235.00	\$235.00	20		20		4		2		4		2		4		2		4		
Deputy Project Manager	\$197.00	\$197.00	8		8																
Scheduler - Atkins	\$208.00	\$208.00																			
Office Engineer	\$132.00	\$165.00	40		40		4		4		4		4		4		4		4		
Office Administrator	\$99.00	\$123.75	20		20																
Inspector Tech IV	\$142.00	\$177.50																			
Inspector Tech III	\$106.00	\$132.50																			
Survey Group Manager	\$197.00	\$197.00																			
Survey PLS	\$135.00	\$168.75																			
Senior Survey Technician	\$105.00	\$131.25																			
Survey Tech	\$76.00	\$95.00																			
Public Information Specialist	\$88.00	\$88.00	20		20																
Position Title (Time and a half OT)	\$0.00	\$0.00																			
Regular Time Labor			\$16,280.00		\$16,800.00		\$1,468.00		\$998.00		\$1,468.00		\$1,504.00		\$1,468.00		\$998.00		\$1,468.00		
OT Labor			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Vehicles @ \$1500/mo. Each			\$770.00		\$770.00		\$70.00		\$70.00		\$70.00		\$70.00		\$70.00		\$70.00		\$70.00		
Other Directs - (List)			\$51		\$51		\$5		\$5		\$5		\$5		\$5		\$5		\$5		

Tot Labor/Person (Week 91-99)		
Reg	OT	Total
\$780	\$0	\$780
\$2,214	\$0	\$2,214
\$14,570	\$0	\$14,570
\$3,152	\$0	\$3,152
\$0	\$0	\$0
\$14,256	\$0	\$14,256
\$3,960	\$0	\$3,960
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$3,520	\$0	\$3,520
\$0	\$0	\$0

Virginia Street Bus RAPID Transit Extension - Atkins Phase 2 Optional Services

Position	Average Rate		Hours
	Regular	Overtime	
Principal	\$260.00	\$260.00	
Group Manager	\$239.00	\$239.00	
Construction Project Manager	\$228.00	\$228.00	
Deputy Project Manager	\$191.00	\$191.00	
Scheduler - Atkins	\$202.00	\$202.00	
Office Engineer	\$128.00	\$160.00	370
Office Administrator	\$96.00	\$120.00	
Inspector Tech IV	\$138.00	\$172.50	
Inspector Tech III	\$103.00	\$128.75	100
Survey Group Manager	\$191.00	\$191.00	
Survey PLS	\$131.00	\$163.75	
Senior Survey Technician	\$102.00	\$127.50	
Survey Tech	\$74.00	\$92.50	
Public Information Specialist	\$85.33	\$85.33	1184
Regular Time Labor			\$170,534.67
CME			\$9,000.00
Mapca			\$177,560.00
Contaminated Site Remediation Sub			\$150,000.00
Mark-up on Subs			\$16,828.00
TOTAL			\$523,922.67

Tot Labor/Person

Assumptions

\$0	
\$0	
\$0	
\$0	
\$0	
\$0	
\$59,200	Overtime average of 5 hours/week for 74 weeks
\$0	
\$0	
\$10,300	Schedule shows 48 Saturdays, assume 27, 10 Saturday delta for inspection
\$0	
\$0	
\$0	
\$0	
\$101,035	16 hours/week for 74 weeks to staff field office
	Schedule shows 48 Saturdays, CME assumes 27, 10 Saturday delta for testing
	See Mapca Contingency proposal
	Assume 20 discoveries

Virginia Street Bus RAPID Transit Extension - Phase 2 Construction Management Contract Fee Summary & Schedule

ATKINS LABOR BREAKDOWN BY PERSON				
	Tot Hrs	Reg Labor	OT Labor	Tot Labor
Principal	53	\$13,780	\$0	\$13,780
Group Manager	369	\$87,722	\$0	\$87,722
Construction Project Manager	3284	\$743,012	\$0	\$743,012
Deputy Project Manager	1580	\$298,780	\$0	\$298,780
Scheduler - Atkins	184	\$36,640	\$0	\$36,640
Office Engineer	3658	\$465,896	\$0	\$465,896
Office Administrator	3308	\$314,772	\$0	\$314,772
Inspector Tech IV	0	\$0	\$0	\$0
Inspector Tech III	0	\$0	\$0	\$0
Survey Group Manager	0	\$0	\$0	\$0
Survey PLS	0	\$0	\$0	\$0
Senior Survey Technician	0	\$0	\$0	\$0
Survey Tech	0	\$0	\$0	\$0
Public Information Specialist	1800	\$152,440	\$0	\$152,440
Position Title (Time and a half OT)	0	\$0	\$0	\$0
TOTAL	14236	\$2,113,042.00	\$0	\$2,113,042.00

Tot Reg Labor	\$2,113,042.00
Tot OT Labor	\$0.00
Vehicles	\$108,570.00
Other	\$7,212.15
Mark-up on Subs	\$124,082.10
Atkins Totals	2,352,906
CME Totals	1,948,267
Mapca Totals	533,375
Optional	523,923
Total Fee	5,358,471

**ATKINS
VIRGINIA STREET BRT
PHASE 2
INSPECTION AND MATERIALS TESTING
MIDTOWN**

DATE : 2/28/2019

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT PRINCIPAL					
PROJECT PRINCIPAL	70	1	\$ 185.00	\$ 12,950.00	70 75 WEEK CONSTRUCTION
PROJECT MANAGER					
REPORTS / MEETINGS	70	7	\$ 170.00	\$ 83,300.00	490 75 WEEK CONSTRUCTION
VEHICLE	70	3	\$ 10.00	\$ 2,100.00	SCHEDULE
INSPECTORS PRE CONSTRUCTION					
INSPECTORS REG - (2)	2	8	\$ 130.00	\$ 4,160.00	32 TWO INSPECTORS
INSPECTORS OT - (2)			\$ 169.00	\$ -	0
VEHICLE	64		\$ 10.00	\$ 640.00	2 DAYS BEFORE
INSPECTORS CONSTRUCTION 6-17-19 TO 11-1-19 20 WEEKS					
INSPECTORS REG - (2)	92	8	\$ 130.00	\$ 191,360.00	1472 75 WEEK CONSTRUCTION
INSPECTORS OT - (2)	92	2	\$ 169.00	\$ 82,192.00	368 SCHEDULE
INSPECTORS OT SATURDAYS - (2)	10	10	\$ 169.00	\$ 33,800.00	200
VEHICLE	2040		\$ 10.00	\$ 20,400.00	TWO INSPECTORS
INSPECTORS CONSTRUCTION 11-4-19 TO 5-8-20 27 WEEKS					
INSPECTORS REG - (2)	128	8	\$ 130.00	\$ 266,240.00	2048 75 WEEK CONSTRUCTION
INSPECTORS OT - (2)	128	2	\$ 169.00	\$ 86,528.00	512 SCHEDULE
VEHICLE	2560		\$ 10.00	\$ 25,600.00	TWO INSPECTORS
INSPECTORS CONSTRUCTION 5-11-20 TO 8-14-20 14 WEEKS					
INSPECTORS REG - (2)	64	8	\$ 130.00	\$ 133,120.00	1024 75 WEEK CONSTRUCTION
INSPECTORS OT - (2)	64	2	\$ 169.00	\$ 43,264.00	256 SCHEDULE
INSPECTORS OT SATURDAYS - (2)	10	10	\$ 169.00	\$ 33,800.00	200
VEHICLE	1480		\$ 10.00	\$ 14,800.00	TWO INSPECTORS
INSPECTOR CONSTRUCTION 8-17-20 TO 11-20-20 14 WEEKS					
INSPECTOR REG	67	8	\$ 130.00	\$ 69,680.00	536 75 WEEK CONSTRUCTION
INSPECTOR OT	67	2	\$ 169.00	\$ 22,646.00	134 SCHEDULE
INSPECTOR OT SATURDAYS	7	10	\$ 169.00	\$ 11,830.00	70
VEHICLE	740		\$ 10.00	\$ 7,400.00	ONE INSPECTOR

**ATKINS
VIRGINIA STREET BRT
PHASE 2
INSPECTION AND MATERIALS TESTING
MIDTOWN**

DATE : 2/28/2019

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
TESTING TECHNICIAN 6-17-19 TO 11-1-19					
					20 WEEKS
TECHNICIAN REG.	92	8	\$ 100.00	\$ 73,600.00	736
TECHNICIAN O.T.	92	2	\$ 130.00	\$ 23,920.00	184
TECHNICIAN O.T. SATURDAYS	10	10	\$ 130.00	\$ 13,000.00	100
NUCLEAR GAUGE	92		\$ 50.00	\$ 4,600.00	
VEHICLE	1020		\$ 10.00	\$ 10,200.00	

TESTING TECHNICIAN 11-4-19 TO 5-8-20					
					27 WEEKS
TECHNICIAN REG.	128	8	\$ 90.00	\$ 92,160.00	1024
TECHNICIAN O.T.	128	2	\$ 117.00	\$ 28,952.00	256
NUCLEAR GAUGE	128		\$ 50.00	\$ 6,400.00	
VEHICLE	1280		\$ 10.00	\$ 12,800.00	

TESTING TECHNICIAN 5-11-20 TO 11-20-20					
					28 WEEKS
TECHNICIAN REG.	131	8	\$ 90.00	\$ 94,320.00	1048
TECHNICIAN O.T.	131	2	\$ 117.00	\$ 30,854.00	262
TECHNICIAN O.T. SATURDAYS	17	10	\$ 117.00	\$ 19,890.00	170
NUCLEAR GAUGE	131		\$ 50.00	\$ 6,550.00	
VEHICLE	1480		\$ 10.00	\$ 14,800.00	

ON CALL TESTING TECHNICIAN HMA & CONCRETE					
TECHNICIAN REG. PCC	140	3	\$ 90.00	\$ 37,800.00	420
TECHNICIAN O.T. PCC SATURDAYS	17		\$ 117.00	\$ 5,967.00	51
TECHNICIANS (2) REG. PCCP	4	4	\$ 90.00	\$ 2,880.00	32
TECHNICIAN REG. HMA		8	\$ 90.00	\$ 7,200.00	80
VEHICLE	583		\$ 10.00	\$ 5,830.00	

LABORATORY TESTING					
MOISTURE DENSITY CURVE, SA, PI	10		\$ 495.00	\$ 4,950.00	0
CONCRETE FLEXURAL BEAMS	4		\$ 400.00	\$ 1,600.00	SETS OF 4
CONCRETE CYLINDERS	100		\$ 180.00	\$ 30,600.00	POURS / SETS OF 5
ASPHALT CONCRETE FULL SERIES	30		\$ 820.00	\$ 24,600.00	0

ESTIMATED TOTAL FEE \$ 1,680,083.00

24 HOILDAYS EXCLUDED - 4TH OF JULY 2019, 2020 (2), HOT AUGUST NIGHTS 2019, 2020 (10), LABOR DAY 2019, 2020 (2), NEVADA DAY 2019, 2020 (2), THANKSGIVING 2019 (2), CHRISTMAS 2019 (2), NEW YEARS DAY (1), MLK DAY (1), PRESIDENTS DAY (1), MEMORIAL DAY (1)

SCHEDULE SHOWS 48 SATURDAYS, REDUCED TO 27 SATURDAYS

**ATKINS
VIRGINIA STREET BRT
PHASE 2
INSPECTION AND MATERIALS TESTING
UNR**

DATE : **2/28/2019**

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT PRINCIPAL					
PROJECT PRINCIPAL			\$ 185.00	\$ -	0 INCLUDED IN MIDTOWN
PROJECT MANAGER					
REPORTS / MEETINGS	24	2	\$ 170.00	\$ 8,160.00	48 25 WEEK CONSTRUCTION SCHEDULE
VEHICLE	24		\$ 10.00	\$ 240.00	
INSPECTOR PRE CONSTRUCTION					
INSPECTORS REG	1	8	\$ 130.00	\$ 1,040.00	8 ONE INSPECTOR
INSPECTORS OT			\$ 169.00	\$ -	0
VEHICLE	8		\$ 10.00	\$ 80.00	
INSPECTOR CONSTRUCTION 3-2-20 TO 8-21-20 25 WEEKS					
INSPECTORS REG	118	8	\$ 130.00	\$ 122,720.00	944 25 WEEK CONSTRUCTION SCHEDULE
INSPECTORS OT	118	2	\$ 169.00	\$ 39,884.00	236
INSPECTORS OT SATURDAYS	10	10	\$ 169.00	\$ 16,900.00	100
NUCLEAR GAUGE	118		\$ 50.00	\$ 5,900.00	
VEHICLE	1280		\$ 10.00	\$ 12,800.00	ONE INSPECTOR
ON CALL TESTING TECHNICIAN HMA & CONCRETE					
TECHNICIAN REG. PCC	60	3	\$ 90.00	\$ 16,200.00	180 2771 CY
TECHNICIAN O.T. PCC SATURDAYS	10	3	\$ 117.00	\$ 3,510.00	30
TECHNICIANS (2) REG. PCCP	13	3	\$ 90.00	\$ 7,020.00	78 1321 CY
TECHNICIAN REG. HMA	5	8	\$ 90.00	\$ 3,600.00	40 4396 TONS
VEHICLE	328		\$ 10.00	\$ 3,280.00	
LABORATORY TESTING					
MOISTURE DENSITY CURVE, SA, PI	10		\$ 495.00	\$ 4,950.00	0
CONCRETE FLEXURAL BEAMS	13		\$ 400.00	\$ 5,200.00	SETS OF 4
CONCRETE CYLINDERS	70		\$ 180.00	\$ 12,600.00	0 POURS / SETS OF 6
ASPHALT CONCRETE FULL SERIES	5		\$ 820.00	\$ 4,100.00	0

ESTIMATED TOTAL FEE \$ 268,184.00

1. DOES NOT INCLUDE ITEM NO. N7 SITE REMEDIATION

**7 HOILDAYS EXCLUDED - MEMORIAL DAY (1), 4TH OF JULY 2020 (1), HOT AUGUST NIGHTS 2020 (5)
SCHEDULE SHOWS 25 SATURDAYS, REDUCED TO 10 SATURDAYS**



March 22, 2019

David Dodson, PE
ATKINS
Lat 39.514821
Long -119.807599

Phone: (775) 789.9820
Mobile: (775) 842.0494
P19-041

**Re: RTC Virginia Street Bus Rapid Transit
Phase 2
RTC# 211003 PWP-WA-2019-108**

Dear David;

As requested, herewith is our updated costs and services proposal for providing surveying services on the RTC Virginia Street Phase 2 project. The following proposal and cost estimates are based on improvement plans provided by NCE, 02/04/2019.

Our scope of work is to provide one set of construction stakes and office support for the following construction activities:

South Virginia Construction Staking:

TASKS 1- SURVEY CONTROL

Field surveys and office support to densify survey control and benchmarks. Stakeout saw cut limits.

TASK 2 - ALIGNMENTS

Office support to construct alignments and calcs.

TASK 3 - EASEMENTS

Field surveys and office support to stakeout permanent easements, temporary construction easements, permits to construct and right of way acquisitions.

TASK 4 - STREETScape

Field Surveys and office support to provide line and grade stakes for valve boxes and centerline of features.

TASK 5 – STORM DRAIN – CATCH BASINS

Field surveys and office support to provide line and grade stakes for catch basins

TASK 6 – CIVIL IMPROVEMENTS

Field surveys and office support to provide line and grade stakes for curb/gutter, sidewalks, pedestrian ramps(BC,EC and CL ramps only), driveways, street islands, roundabout, verification of finish floor at door entrances, walls, and grade stakes at centerline of streets.

TASK 7 – TRAFFIC SIGNALS & ELECTRICAL PLAN

Field surveys and office support to stakeout traffic signals poles, boxes and meter pads

SOUTH Virginia TOTAL COSTS \$367,880.00

**580 Mount Rose Street, Reno, NV 89509
PHONE 775-432-2067 | FAX 775-432-2068**

North Virginia Construction Staking:

TASKS 1- SURVEY CONTROL

Field surveys and office support to densify survey control and benchmarks. Stakeout saw cut limits.

TASK 2 - ALIGNMENTS

Office support to construct alignments and calcs.

TASK 3 - EASEMENTS

Field surveys and office support to stakeout permanent easements, temporary construction easements, permits to construct and right of way acquisitions.

TASK 4 - STREETScape

Field Surveys and office support to provide line and grade stakes for valve boxes and centerline of features.

TASK 5 – STORM DRAIN – CATCH BASINS

Field surveys and office support to provide line and grade stakes for catch basins

TASK 6 – CIVIL IMPROVEMENTS

Field surveys and office support to provide line and grade stakes for curb/gutter, sidewalks, pedestrian ramps(BC,EC and CL ramps only), driveways, street islands, roundabout, verification of finish floor at door entrances, walls, and grade stakes at centerline of streets.

TASK 7 – TRAFFIC SIGNALS & ELECTRICAL PLAN

Field surveys and office support to stakeout traffic signals poles, boxes and meter pads

NORTH Virginia TOTAL COSTS \$165,495.00

TOTAL NORTH & SOUTH COSTS..... \$533,375.00

OPTIONAL AS-BUILT SURVEYS South:

Field surveys and office support to provide as-built surveys as requested by owner will be invoiced on a time and material basis. For purposes of this proposal, we have assumed 20 days, 1 man survey crew and office support.

Optional As-Built Fee..... \$35,020.00



OPTIONAL AS-BUILT SURVEYS North:

Field surveys and office support to provide as-built surveys as requested by owner will be invoiced on a time and material basis. For purposes of this proposal, we have assumed 15 days, 1 man survey crew and office support.

Optional As-Built Fee..... \$ 26,220.00

South Virginia St. Contingency Staking:

TASK 7 – STRIPING & SIGNS

Field surveys and office support to provide line points striping and signage.

TASK 8 – TRAFFIC SIGNALS & ELECTRICAL PLAN

Field surveys and office support to stakeout luminaries and electrical system.

Contingency Fee South..... \$69,840.00

North Virginia St. Contingency Staking:

TASK 7 – STRIPING & SIGNS

Field surveys and office support to provide line points striping and signage.

TASK 8 – TRAFFIC SIGNALS & ELECTRICAL PLAN

Field surveys and office support to stakeout luminaries and electrical system.

Contingency Fee South..... \$46,480.00

TOTAL CONTINGENCY FEE..... \$116,320.00

Note: The scope of services included in this proposal is limited to the specific scope outlined above only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or performed other than those listed in this proposal shall be provided as Additional Service.

This scope of service does not include revisions to improvement plans necessitated by the re-design of the project.

Our current schedule would enable us to begin work at your direction and proceed in a professional manner through completion.

This above scope of work assumes MAPCA office personnel will be provided with all plan revisions and that the site will be ready for survey stakes prior to MAPCA field crew being dispatched.

The above estimated fees include one set of stakes, unless otherwise noted, associated office staking calculations, densification of survey control from existing primary control, field coordination, and compilation of cut sheets and plots, of which a copy is to be supplied to the contractor.

Any re-staking, or additional tasks requested outside this scope of work will be billed on a Time and Materials basis according to the current MAPCA fee schedule.



Work will be performed pursuant to authorized written staking requests received at a minimum of 48 hours prior to the commencement of work by MAPCA field crew.

MAPCA will need a full set of hard copy and digital copy of the approved improvement plans at least 15 days prior to beginning work.

Primary Survey Control shall be provided by design engineer. Such control must be in good condition.

I look forward to the opportunity, if you should have any questions, please do not hesitate to call.

Sincerely,
MAPCA SURVEYS, INC.



Roland "Duke" Brooks
Principal

SAMPLE



Estimated Work Effort and Cost

MAPCA SURVEYS, INC.

RTC - Virginia Street Bus Rapid Transit - Phase 2 SOUTH



	Principal	Project Manager	Project Surveyor	Survey Tech	Two-Person Survey Crew	One-Person Survey Crew	Total Estimated Hours	Total Estimated Cost
Rates	\$ 150.00	\$ 135.00	\$ 115.00	\$ 100.00	\$ 195.00	\$ 165.00		
Task 1 : Survey Control								
Computations/Adjustments			4				4	\$460
Levels			4				4	\$460
Traverse			6		24		30	\$5,370
QA/QC	4.00	8	2				14	\$1,910
Subtotal	4.00	8	16	0	24	0	52	\$8,200
Task 2: Alignments								
Project Management	4	4	24				32	\$3,900
Construction Surveying			8				8	\$920
QA/QC		8					8	\$1,080
Subtotal	4	12	32	0	0	0	48	\$5,900
Task 3: Easements, TCE, Permits to Construct, Utility Easements								
Project Management	12.00	12					24	\$3,420
Construction Surveying					40		40	\$7,800
QA/QC							0	\$0
Subtotal	12.00	12	0	0	40	0	64	\$11,220.00
Task 4: Streetscape								
Project Management	4	4					8	\$1,140
Construction Surveying			8		40		48	\$8,720
QA/QC			2				2	\$230
Subtotal	4	4	10	0	40	0	58	\$10,090.00
Task 5: Storm Drain Catch Basins								

Project Management								\$0
Construction Surveying		24	40		88		152	\$25,000
QA/QC	16						16	\$2,400
Subtotal	16	24	40	0	88	0	168	\$27,400.00
Task 6: CIVIL IMPROVEMENTS								
Project Management	64	120						\$25,800
Construction Surveying			300		1,150			\$258,750
QA/QC								\$0
Subtotal	64	120	300	0	1,150	0	0	\$284,550.00
Task 7: Traffic Signals & Electrical Plan								
Project Management	4							\$600
Surveying			24		88			\$19,920
QA/QC								\$0
Processing								\$0
Subtotal	4	0	24	0	88	0	0	\$20,520.00
COLUMN TOTALS	108	180	422	0	1,430	0	390	\$367,880

Estimated Work Effort and Cost

MAPCA SURVEYS, INC.

RTC - Virginia Street Bus Rapid Transit - Phase 2 NORTH



	Principal	Project Manager	Project Surveyor	Survey Tech	Two-Person Survey Crew	One-Person Survey Crew	Total Estimated Hours	Total Estimated Cost
Rates	\$ 150.00	\$ 135.00	\$ 115.00	\$ 100.00	\$ 195.00	\$ 165.00		
Task 1 : Survey Control								
Computations/Adjustments			4				4	\$460
Levels			4				4	\$460
Traverse			8		24		32	\$5,600
QA/QC	4.00	1	4				9	\$1,195
Subtotal	4.00	1	20	0	24	0	49	\$7,715
Task 2: Alignments								
Project Management	2	8	40				50	\$5,980
Construction Surveying			8				8	\$920
QA/QC		4					4	\$540
Subtotal	2	12	48	0	0	0	62	\$7,440
Task 3: Easements, TCE, Permits to Construct, Utility Easements								
Project Management	4.00	20					24	\$3,300
Construction Surveying					40		40	\$7,800
QA/QC							0	\$0
Subtotal	4.00	20	0	0	40	0	64	\$11,100.00
Task 4: Streetscape								
Project Management	2	8					10	\$1,380
Construction Surveying			4		40		44	\$8,260
QA/QC			4				4	\$460
Subtotal	2	8	8	0	40	0	58	\$10,100.00
Task 5: Storm Drain Catch Basins								

Project Management								\$0
Construction Surveying		16	0		48		64	\$11,520
QA/QC	4						4	\$600
Subtotal	4	16	0	0	48	0	68	\$12,120.00
Task 6: CIVIL IMPROVEMENTS								
Project Management	8	120						\$17,400
Construction Surveying			140		400			\$94,100
QA/QC								\$0
Subtotal	8	120	140	0	400	0	0	\$111,500.00
Task 7: Traffic Signals & Electrical Plan								
Project Management	1							\$150
Surveying			6		24			\$5,370
QA/QC								\$0
Processing								\$0
Subtotal	1	0	6	0	24	0	0	\$5,520.00
COLUMN TOTALS	25	177	222	0	576	0	301	\$165,495

Estimated Work Effort and Cost

MAPCA SURVEYS, INC.

RTC - Virginia Street Bus Rapid Transit - Phase 2 SOUTH Contingency



	Principal	Project Manager	Project Surveyor	Survey Tech	Two-Person Survey Crew	One-Person Survey Crew	Total Estimated Hours	Total Estimated Cost
Rates	\$ 150.00	\$ 135.00	\$ 115.00	\$ 100.00	\$ 195.00	\$ 165.00		
Task 7: Streetscape/bus stops								
Project Management	8	24						\$4,440
Surveying					140			\$27,300
QA/QC								\$0
Processing			56					\$6,440
								\$0
Subtotal	8	24	56	0	140	0	0	\$38,180.00
Task 8: Striping & Signs								
Project Management	8	24						\$4,440
Surveying					116			\$22,620
QA/QC								\$0
Processing			40					\$4,600
Subtotal	8	24	40	0	116	0	0	\$31,660.00
COLUMN TOTALS	8	24	40	0	116	0	0	\$69,840

Estimated Work Effort and Cost

MAPCA SURVEYS, INC.

RTC - Virginia Street Bus Rapid Transit - Phase 2 NORTH Contingency



	Principal	Project Manager	Project Surveyor	Survey Tech	Two-Person Survey Crew	One-Person Survey Crew	Total Estimated Hours	Total Estimated Cost
Rates	\$ 150.00	\$ 135.00	\$ 115.00	\$ 100.00	\$ 195.00	\$ 165.00		
Task 7: Streetscape/bus stops								
Project Management	4	10						\$1,950
Surveying					100			\$19,500
QA/QC								\$0
Processing			40					\$4,600
								\$0
Subtotal	4	10	40	0	100	0	0	\$26,050.00
Task 8: Striping & Signs								
Project Management	4	8						\$1,680
Surveying					82			\$15,990
QA/QC								\$0
Processing			24					\$2,760
Subtotal	4	8	24	0	82	0	0	\$20,430.00
COLUMN TOTALS	4	8	24	0	82	0	0	\$46,480

Estimated Work Effort and Cost

MAPCA SURVEYS, INC.

RTC - Virginia Street Bus Rapid Transit - Phase 2 AS-BUILTS



	Principal	Project Manager	Project Surveyor	Survey Tech	Two-Person Survey Crew	One-Person Survey Crew	Total Estimated Hours	Total Estimated Cost
Rates	\$ 150.00	\$ 135.00	\$ 115.00	\$ 100.00	\$ 195.00	\$ 165.00		
Task : AS-BUILT SOUTH								
Project Management								\$0
Surveying						160		\$26,400
QA/QC	4							\$600
Processing		12		64				\$8,020
								\$0
Subtotal	4	12	0	64	0	160	0	\$35,020.00
Task : AS-BUILT NORTH								
Project Management								\$0
Surveying						120		\$19,800
QA/QC								\$0
Processing		12		48				\$6,420
Subtotal	0	12	0	48	0	120	0	\$26,220.00
COLUMN TOTALS	0	12	0	48	0	120	0	\$61,240

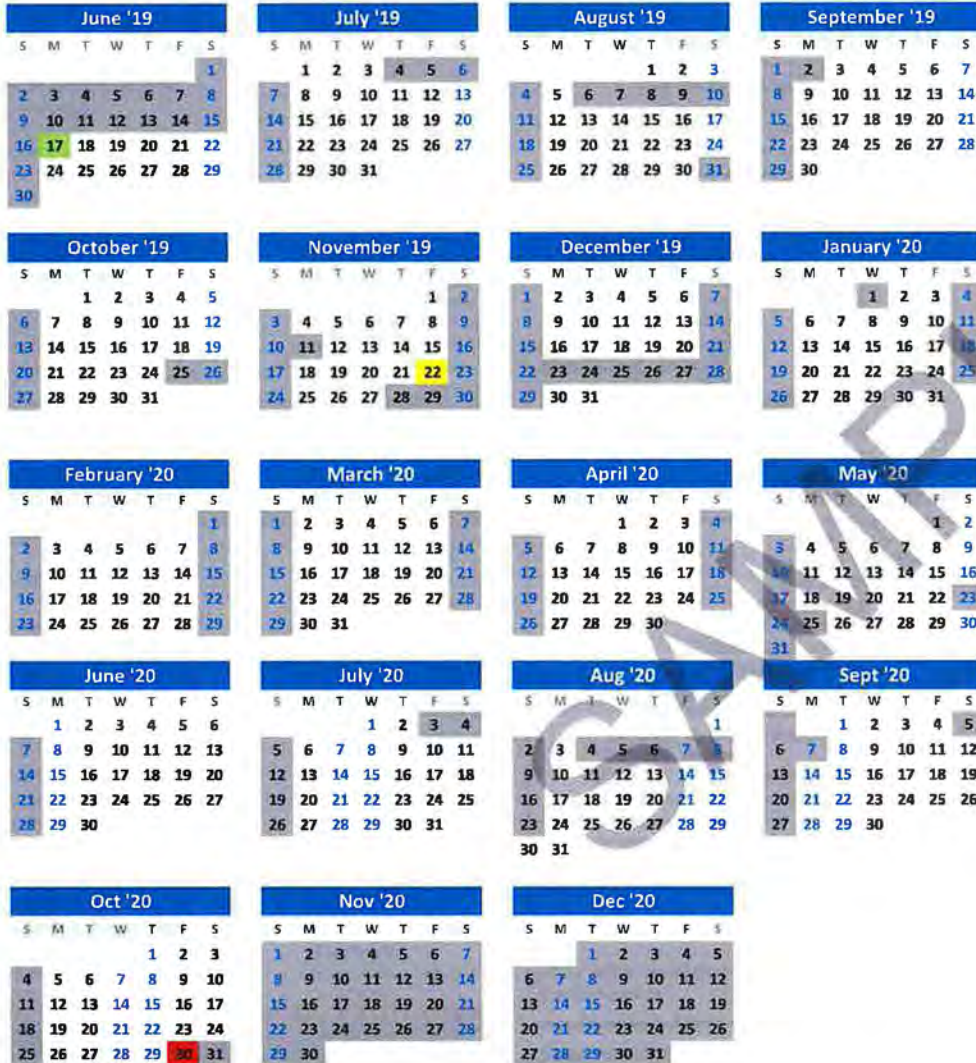
Exhibit B

Schedule of Services

SAMPLE

RTC Virginia Street RAPID Extension Project Calendar

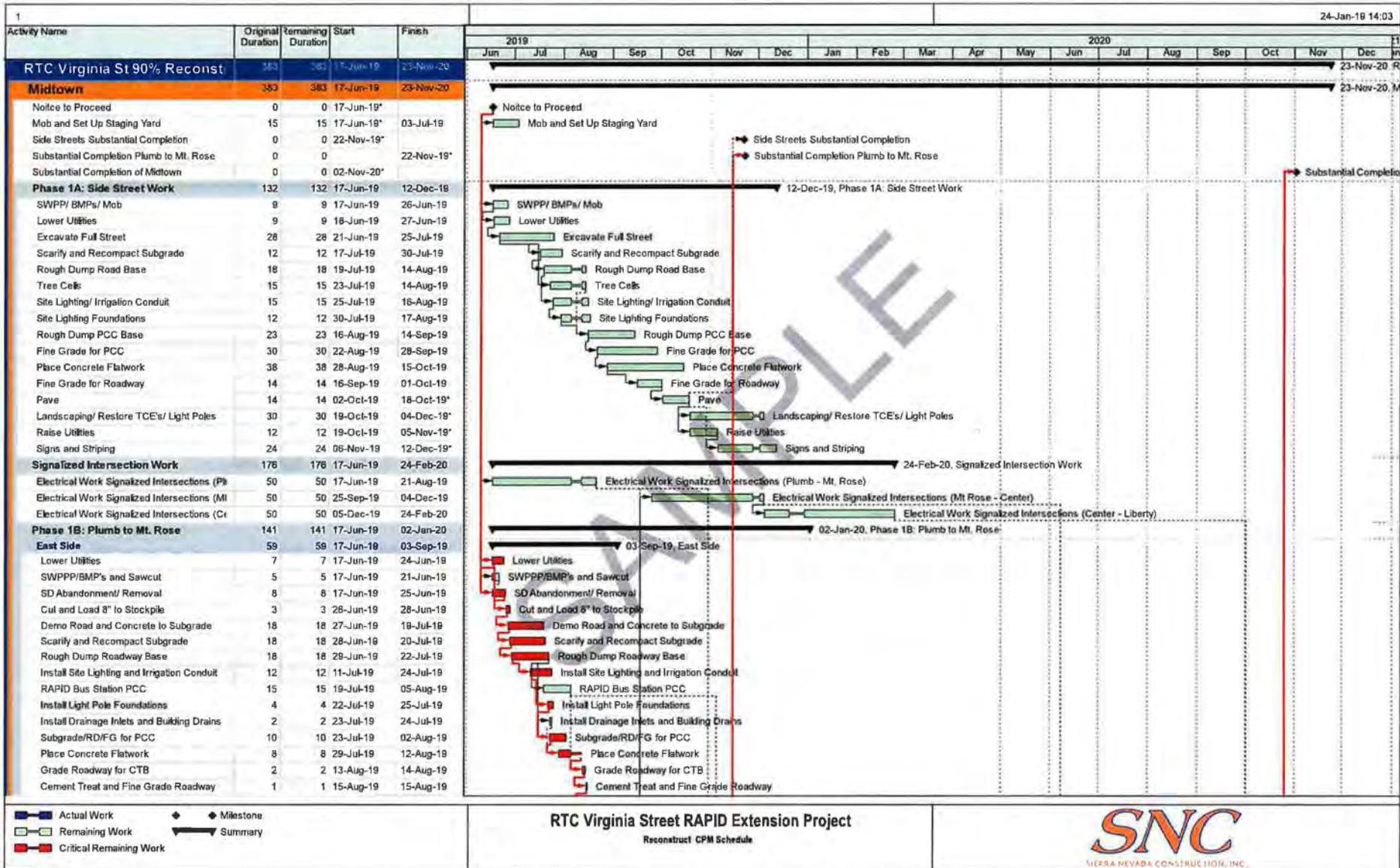
2019-2020



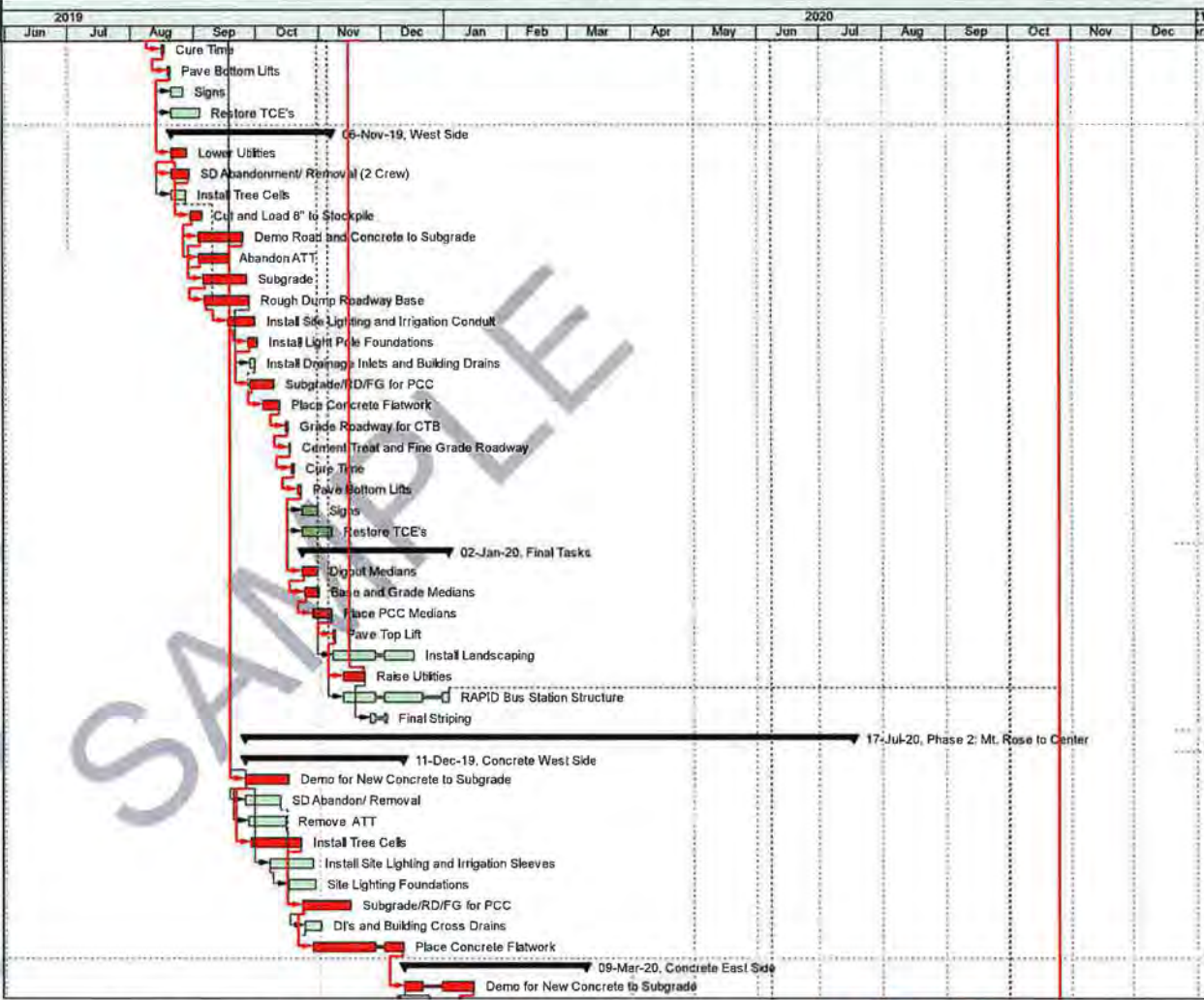
- Non Working Days
- Start of Construction
- Substantial Completion from Plumb to Mt Rose and Side Streets
- Substantial Completion of Overall Project

Summary of working days by Month

Phase 2A	Plumb to Mt Rose and Side Streets
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	15
Total Phase 2A	121
Phase 2B	Mt Rose to Liberty
June 2019	12
July 2019	24
Aug 2019	21
Sept 2019	24
Oct 2019	25
Nov 2019	18
Dec 2019	17
Jan 2020	22
Feb 2020	20
March 2020	22
April 2020	22
May 2020	24
June 2020	26
July 2020	25
Aug 2020	22
Sept 2020	24
Oct 2020	25
Total Phase 2B	373



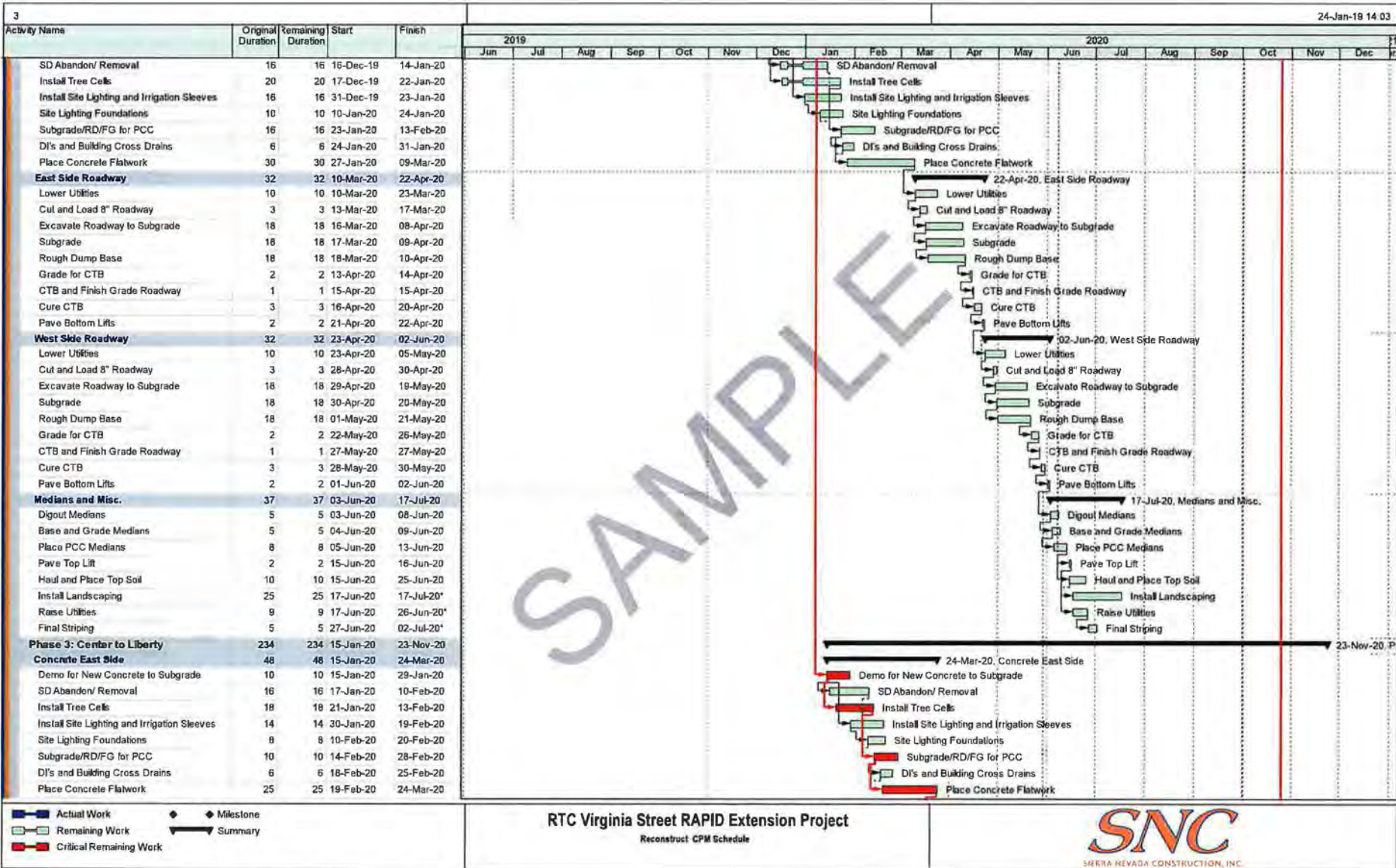
Activity Name	Original Duration	Remaining Duration	Start	Finish
Cure Time	2	2	16-Aug-19	17-Aug-19
Pave Bottom Lifts	2	2	19-Aug-19	20-Aug-19
Signs	5	5	21-Aug-19	26-Aug-19*
Restore TCE's	10	10	21-Aug-19	03-Sep-19*
West Side	60	60	21-Aug-19	06-Nov-19
Lower Utilities	7	7	21-Aug-19	28-Aug-19
SD Abandonment/ Removal (2 Crew)	8	8	21-Aug-19	29-Aug-19
Install Tree Cells	6	6	21-Aug-19	27-Aug-19
Cut and Load 8" to Stockpile	3	3	30-Aug-19	04-Sep-19
Demo Road and Concrete to Subgrade	18	18	03-Sep-19	24-Sep-19
Abandon ATT	12	12	03-Sep-19	17-Sep-19
Subgrade	18	18	05-Sep-19	26-Sep-19
Rough Dump Roadway Base	18	18	06-Sep-19	27-Sep-19
Install Site Lighting and Irrigation Conduit	12	12	17-Sep-19	30-Sep-19
Install Light Pole Foundations	4	4	27-Sep-19	01-Oct-19
Install Drainage Inlets and Building Drains	2	2	28-Sep-19	30-Sep-19
Subgrade/RD/FG for PCC	10	10	28-Sep-19	09-Oct-19
Place Concrete Flatwork	8	8	04-Oct-19	12-Oct-19
Grade Roadway for CTB	2	2	15-Oct-19	16-Oct-19
Cement Treat and Fine Grade Roadway	1	1	17-Oct-19	17-Oct-19
Cure Time	2	2	18-Oct-19	19-Oct-19
Pave Bottom Lifts	2	2	21-Oct-19	22-Oct-19
Signs	5	5	23-Oct-19	30-Oct-19*
Restore TCE's	10	10	23-Oct-19	06-Nov-19*
Final Tasks	42	42	23-Oct-19	02-Jan-20
Digout Medians	5	5	23-Oct-19	30-Oct-19
Base and Grade Medians	5	5	24-Oct-19	31-Oct-19
Place PCC Medians	8	8	28-Oct-19	06-Nov-19
Pave Top Lift	2	2	07-Nov-19	08-Nov-19*
Install Landscaping	25	25	07-Nov-19	16-Dec-19*
Raise Utilities	9	9	12-Nov-19	22-Nov-19*
RAPID Bus Station Structure	30	30	12-Nov-19	02-Jan-20*
Final Striping	5	5	25-Nov-19	03-Dec-19*
Phase 2: Mt. Rose to Center	211	211	25-Sep-19	17-Jul-20
Concrete West Side	55	55	25-Sep-19	11-Dec-19
Demo for New Concrete to Subgrade	18	18	25-Sep-19	16-Oct-19
SD Abandon/ Removal	16	16	25-Sep-19	12-Oct-19
Remove ATT	15	15	27-Sep-19	15-Oct-19
Install Tree Cells	20	20	28-Sep-19	22-Oct-19
Install Site Lighting and Irrigation Sleeves	16	16	07-Oct-19	28-Oct-19
Site Lighting Foundations	10	10	16-Oct-19	29-Oct-19
Subgrade/RD/FG for PCC	16	16	23-Oct-19	15-Nov-19
Df's and Building Cross Drains	6	6	24-Oct-19	01-Nov-19
Place Concrete Flatwork	30	30	28-Oct-19	11-Dec-19
Concrete East Side	55	55	12-Dec-19	09-Mar-20
Demo for New Concrete to Subgrade	18	18	12-Dec-19	14-Jan-20



RTC Virginia Street RAPID Extension Project
Reconstruct CPM Schedule

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary





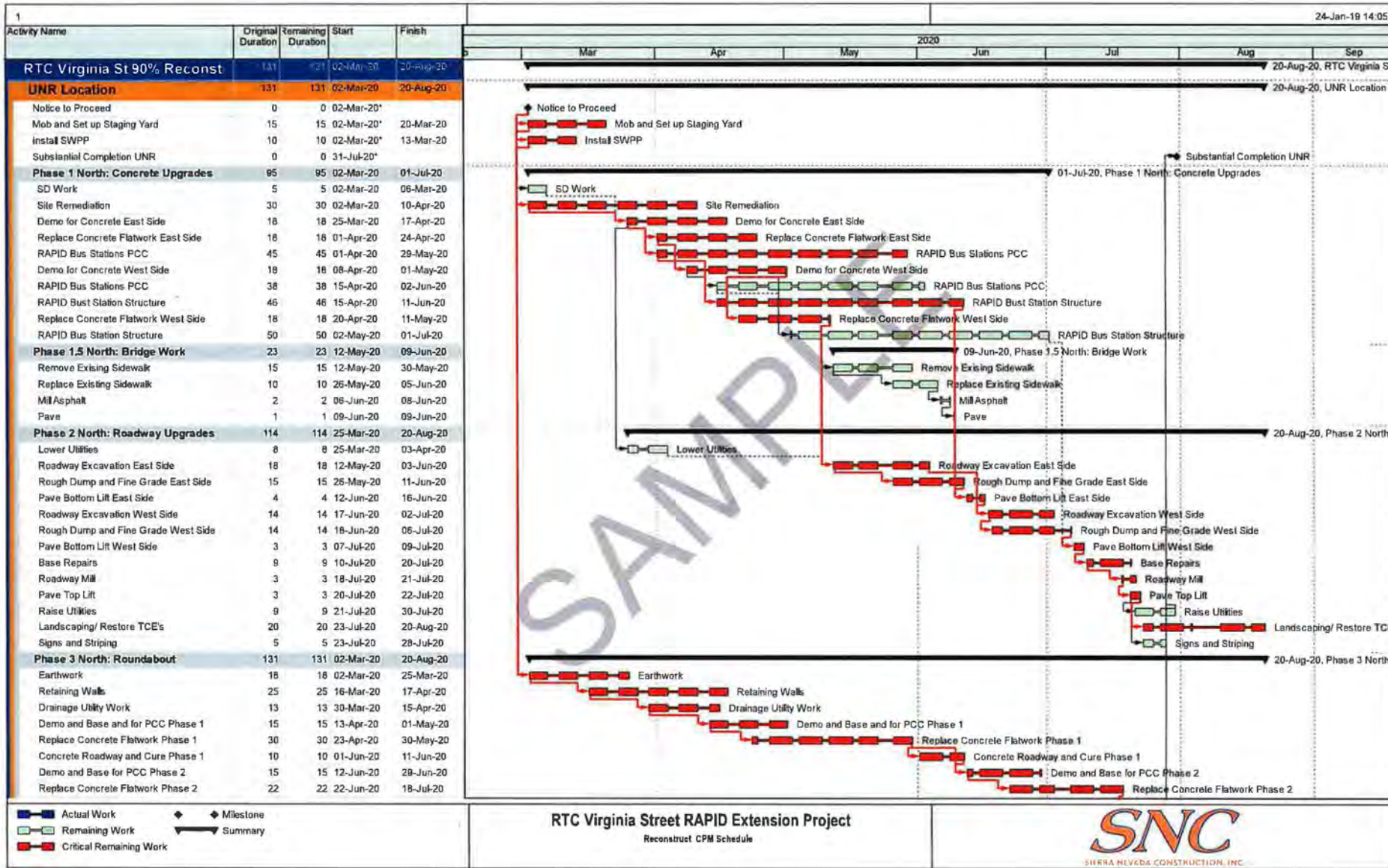
Activity Name	Original Duration	Remaining Duration	Start	Finish	2019												2020															
					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec									
Fine Grade for Concrete	6	6	13-Jun-20	19-Jun-20													14-Jun-20															
Place PCC Flatwork	15	15	15-Jun-20	01-Jul-20													15-Jun-20															
Fine Grade Roadway	5	5	02-Jul-20	09-Jul-20													02-Jul-20															
Place PCC Roadway	5	5	07-Jul-20	11-Jul-20													07-Jul-20															
West Side	24	24	13-Jul-20^W	14-Aug-20																												
Demo for Flatwork and Roadway	6	6	13-Jul-20	18-Jul-20													14-Aug-20, West Side															
Rough Dump AB	6	6	14-Jul-20	20-Jul-20																												
Fine Grade for Concrete	6	6	15-Jul-20	21-Jul-20																												
Place PCC Flatwork	15	15	16-Jul-20	01-Aug-20																												
Fine Grade Roadway	5	5	03-Aug-20	13-Aug-20																												
Place PCC Roadway	5	5	10-Aug-20	14-Aug-20																												

SAMPLE

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

RTC Virginia Street RAPID Extension Project
 Reconstruct CPM Schedule





■ Actual Work ◆ Milestone
■ Remaining Work ◀ Summary
■ Critical Remaining Work

Activity Name	Original Duration	Remaining Duration	Start	Finish	2020																	
					Mar	Apr	May	Jun	Jul	Aug	Sep											
Concrete Roadway and Cure Phase 2	9	9	20-Jul-20	29-Jul-20																		
Paving Phase 3	1	1	30-Jul-20	30-Jul-20																		
Landscaping/ Restore TCE's	13	13	31-Jul-20	20-Aug-20																		
Signs and Striping	5	5	31-Jul-20	11-Aug-20																		

SAMPLE

■ Actual Work ◆ Milestone
 Remaining Work ▼ Summary
■ Critical Remaining Work

RTC Virginia Street RAPID Extension Project
Reconstruct CPM Schedule

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2018-11-02 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) 348-0171.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, FTA, NDOT, 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 and approved by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. 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, FTA, NDOT, 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 \$5,000 per occurrence or claim must be declared to and approved by 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 approved by 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 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 Indemnites 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, act, or omission 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.

SAMPLE

Exhibit D

Federally Required Clauses

SAMPLE

FTA ASSISTED REQUIRED CLAUSES

RTC18-5 VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT

CLAUSE 4 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

CLAUSE 5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

CLAUSE 6 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in

turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 7 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

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

CLAUSE 8 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims,

or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.

- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

CLAUSE 9 - FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

CLAUSE 10 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 12 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CLAUSE 13 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT

regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CLAUSE 14 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted award;
 - 2. Suspended from participation in any federally assisted award;

3. Proposed for debarment from participation in any federally assisted award;
 4. Declared ineligible to participate in any federally assisted award;
 5. Voluntarily excluded from participation in any federally assisted award; or
 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

CLAUSE 16 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

- A. **Nondiscrimination in Federal Public Transportation Programs**
- Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.
- B. **Nondiscrimination—Title VI of the Civil Rights Act**

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv)

transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.

- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

CLAUSE 20 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 25 - VETERANS PREFERENCE

- A. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the Agreement.
- B. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall not require any lower-tier subcontractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or a former employee.

CLAUSE 28 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 31 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

CLAUSE 36 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will

certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

CLAUSE 39 - INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.

- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

CLAUSE 40 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 6.3

TO: Regional Transportation Commission

FROM:

Julie Masterpool, P.E.
Engineer Manager/RRIF



Lee G. Gibson, AICP
Executive Director

SUBJECT: 6th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and Capital Improvement Plan (CIP)

RECOMMENDATION

Acknowledge receipt of a presentation on the Regional Road Impact Fee Program and authorize staff to present the 6th Edition of the Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and Capital Improvements Plan (CIP) to the Planning Commission and Elected Board of each participating local government for adoption.

SUMMARY

In accordance with the provisions of the Interlocal Cooperative Agreement entered into by the RTC, Washoe County, the City of Reno, and the City of Sparks, the RTC is responsible for initiating periodic reviews of the program and proposing modifications to the participating governments. The review process is undertaken by the RTC in conjunction with the RRIF Technical Advisory Committee (RRIF TAC), which includes local government technical experts, development representatives from the private sector, members of the local planning commissions, and the RTC. Final recommendations of this committee were made by unanimous vote on March 28, 2019. The proposed revisions were endorsed by unanimous vote by the RTC TAC and RTC CMAC on May 1, 2019. Approval of this item will authorize staff to present the 6th Edition RRIF GAM and CIP to the planning commissions and elected bodies of the participating governments for adoption.

RRIF Capital Improvement Plan (CIP)

The RRIF Capital Improvement Plan (RRIF CIP) outlines the methodology used to calculate the RRIF fees (see Attachment A). The proposed changes to the 6th Edition RRIF CIP include the following:

- New list of capacity improvement projects based on the first 10 years of the 2040 Regional Transportation Plan Amendment No. 1 and divided into separate CIPs for the North and South Service Area.
- Cost of the improvements included in the proposed RRIF CIPs adjusted to 2019 dollars and new development's share of the CIPs adjusted to account for anticipated federal, state, and local funding.
- Growth in development units, measured in Vehicle Miles Travelled (VMTs), based on the 2016 Consensus Forecast.
- Updated average trip lengths on the regional road network based on the 2040 Travel Demand Model.
- Updated average daily traffic (ADT) for individual land uses based on the ITE 10th Edition Trip Generation Manual.

The analysis resulted in new impact fee rates for the North and South Service Areas and are presented in the RRIF Schedule in Attachment B. While the \$/VMT rates for both the North and South Service Area increased slightly, the impact fees owed (VMTs) decreased for many of the individual land uses. The reduction in individual costs is a result of lower average trip lengths and the average daily traffic (ADTs) used in establishing the fees for the 6th Edition RRIF CIP.

RRIF General Administrative Manual (GAM)

The RRIF General Administrative Manual (RRIF GAM) provides the guidelines and procedures used to administer the RRIF Program and identifies the land used definitions used in assessing impact fees (see Attachment C). The proposed changes to the GAM consisted of minor text modifications/clarifications to remove ambiguity, to provide additional detail necessary for consistent administration, and the addition of some new features which address the timing and sequence of real world development activities while maintaining the control necessary to insure the delivery of quality constructed projects.

The proposed changes to the RRIF GAM included the following:

IX. Exemptions

B.4. State Buildings – Per an opinion issued by the State Attorney General, the State of Nevada is exempt from the payment of impact fees.

X. Impact Fee Offsets Requested after the 5th Edition RRIF GAM CIP (3/2/2018) Update

B.1. Offset Agreements – Due to the timing of adoption of the RRIF CIP and subsequently eligible improvements constructed by private development, the RRIF TAC determined it would be in the best interest of the program to modify language regarding RRIF Offset agreements to allow RRIF Waivers to be earned for improvements constructed prior to an executed Offset Agreement pending approval of the agreement within 12 months after start of construction or completion of work or prior to completion of the eligible improvements.

FISCAL IMPACT

There is no budgetary impact associated with this Board action. Adoption of the RRIF GAM and CIP by the local jurisdictions will establish the new impact fee rates to be charged to new development building permit applications. The selection of roadway capacity improvement projects to be designed and constructed with collected impact fees will continue to be included in the appropriate Programs of Projects (POP) and fiscal year budgets submitted to the RTC Board for approval.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this matter.

ADDITIONAL BACKGROUND

Impact fees were developed as a funding tool for collecting the cost of building additional public capacity improvements required to accommodate new development.

The Nevada Legislature enacted NRS 278B in 1989 which outlined the general components required for impact fee programs. NRS 278B allows for specific infrastructure improvements such as streets, fire and police stations, sanitary and storm sewers, drainage projects, water projects, and parks to be funded with impact fees. Impact fees can only be used for new capacity improvements established for a specific service area and identified in a Capital Improvement Plan, not to exceed 10 years. Impact fees cannot be used for maintenance or operating expenses. Impact fees are not intended to pay for all new capacity needs, only new development's share.

The Regional Road Impact Fee (RRIF) Program was implemented in 1996 through the adoption of local impact fee ordinances by Reno, Sparks and Washoe County. Impact fees have advantages over previous negotiated exaction methods as it allows all new development to pay their fair share in funding transportation improvements. Under the exaction process, the first project to develop could be conditioned to build significant roadway improvements that ultimately benefit more than their single development. When another project was ready to develop, the roadway improvements would already be complete, and therefore the second development would not be required to build or make contributions to accommodate the impacts their new development incurred on the road network. Under an impact fee program, all new development pays a fee proportional to their impact on the transportation network.

The RRIF program is jointly administered by the RTC, Reno, Sparks and Washoe County through an Interlocal Cooperative Agreement. Day to day operations are conducted by a RRIF Administrator for each participating agency with the RTC responsible for updates to the RRIF program, establishing the list of projects for which the fees are based, and expending RRIF revenue on eligible capacity improvements. The RRIF Capital Improvement Plan (CIP) and RRIF General Administrative Manual (GAM) provide the methodology used to develop the impact fee and the guidelines and procedures for implementation of the program.

Impact fees represent new development's share of the cost of regional roadway capacity improvements needed within a 10 year Capital Improvement Plan (CIP) to maintain the policy level of service. Using the consensus forecast, population and employment growth is allocated to various parcels based on the likelihood of development through an analysis of suitability factors through TMRPA's Development Model. The resulting growth patterns are incorporated into the RTC's Travel Demand Model to determine where roadway capacity improvements will be needed. New development's share of the CIP takes into account other anticipated funding sources, such as federal, state, and local funding that will be used to construct a portion of the capacity projects listed on the CIP.

Vehicle Miles Travelled (VMTs) are used as the service unit for allocating the cost of future CIP improvements. Population and employment are converted into development units, i.e. housing types and land uses, to estimate the number of new vehicle trips on the regional network. A cost per VMT rate is established by dividing the developer's share of the CIP by the growth in VMTs over the 10 year timeframe.

NRS included a provision that limited an entire city from being within the same Service Area. The RRIF Program established two separate service areas, dividing both the Cities of Reno and Sparks to satisfy this requirement. Therefore, two independent fee structures were developed for the North and South Service Areas.

Impact fees are assessed at the building permit stage on new development using the land use category that best represents the additional traffic placed on the regional road system by the proposed development. Impact fees are collected by the local agencies and transferred to the RTC on a quarterly basis. The monies are then expended for CIP projects selected and approved by the RTC Board and local governmental agencies.

If a developer is required to construct improvements included in the RRIF CIP as a condition of approval, NRS requires that these improvements must be credited against their impact fee. The RRIF Program also allows private development to build the public capacity improvements, usually adjacent to the new development. In return, a developer receives impact fee waivers (previously known as credits) which may be used to pay impact fees owed within the development of record. Road improvements built by private development must be on the CIP and covered under a RRIF Offset Agreement with RTC, the developer, and the local agency having jurisdiction over the proposed improvement.

NRS also allows RRIF fees to be indexed in each year which new fees are not adopted due to revisions to the land use assumptions or update of the CIP. Indexed fees are increased based on a five (5) year rolling average of the Consumers Price Index or by 5%, whichever is less.

Since the inception of the RRIF Program, \$95 million in impact fees has been collected, which has been used to build additional capacity improvements on the regional network. In addition, private development has built \$206 million in roadway improvements, and in return, received compensation in the form of impact fee credits (now issued as waivers) to be used as payment for impact fees.

ADVISORY COMMITTEE(S) RECOMMENDATION

The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC) met on March 28, 2019 and recommended approval of the 6th Edition of the RRIF General Administrative Manual (GAM) and Capital Improvement Plan (CIP).

The Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) met on May 1, 2019, and acknowledged receipt of a presentation on the 6th Edition Regional Road Impact Fee General Administrative Manual (GAM) and Capital Improvement Plan (CIP) and recommended approval.

Attachments

REGIONAL ROAD IMPACT FEE SYSTEM

CAPITAL IMPROVEMENTS PLAN

6TH EDITION



DATE

TABLE OF CONTENTS

	<u>Page</u>
I. INTENT AND HISTORY	1
II. SERVICE AREA/BENEFIT DISTRICTS	1
III. REGIONAL ROAD NETWORK	4
IV. CAPITAL IMPROVEMENTS PLAN	4
V. SERVICE UNITS	5
VI. PROJECTED VEHICLE MILES OF TRAVEL (VMT)	5
VII. NET COST PER SERVICE UNIT	7
VIII. IMPACT FEE SCHEDULE EQUIVALENCY RATES	10
IX. IMPACT FEE COST SCHEDULE.....	13

LIST OF TABLES

Table 1	North Service Area Travel Demand	6
Table 2	South Service Area Travel Demand	7
Table 3	2040 RTP Revenue Projections.....	8
Table 4	Regional Funding.....	8
Table 5	New Development Share Funding	9
Table 6	Capital Improvement Plans by Service Area.....	9
Table 7	Vehicle Miles Traveled Rates	10
Table 8	Service Units Generation by Land Use – North Service Area	12
Table 9	Service Units Generation by Land Use – South Service Area	13

LIST OF FIGURES

Figure 1	RRIF Service Areas and Benefit Districts	3
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LIST OF EXHIBITS

EXHIBIT A – ACCESS MANAGEMENT STANDARDS.....	14
EXHIBIT B – TYPICAL ROW SECTIONS	15
EXHIBIT C – 2040 RTP 2017-2026 PROJECT LISTING	19
EXHIBIT D – NORTH & SOUTH CAPITAL IMPROVEMENT PLANS	20
EXHIBIT E – NORTH & SOUTH IMPACT FEE SCHEDULES	21

REGIONAL ROAD IMPACT FEE SYSTEM CAPITAL IMPROVEMENTS PLAN

I. INTENT AND HISTORY

Impact fees are charges against new development to fund the construction and/or expansion of future off-site capacity improvements necessitated by and to benefit new development within a defined region.

The Regional Road Impact Fee (RRIF) program was implemented in November 1995 as a way to fund regional road capital improvements and charge new development their proportionate fair share cost of needed capacity improvements.

As required by the Nevada impact fee statute, NRS 278B, *Impact Fees for New Development*, impact fee programs require the preparation of a "capital improvements plan" (CIP), a list of capacity projects, over a period not to exceed 10 years for which the fees are based. With the preparation of the 10 year RRIF CIP and its companion, General Administrative Manual, the RRIF program is adopted and is jointly administered by the Regional Transportation Commission of Washoe County (RTC), the City of Reno, the City of Sparks and Washoe County, within the framework of an Interlocal cooperation agreement as authorized by the State Interlocal Cooperation Act. Revenue collection through the RRIF program began in February 1996.

As indicated in the General Administration Manual, the RRIF Program will be reviewed and updated every two years. Contained in this document is an explanation of the methodology used to compute the road impact fees, a listing of proposed roadway projects and their associate costs, and an impact fee schedule based on the cost per service unit.

II. SERVICE AREAS/BENEFIT DISTRICTS

Impact fees must be assessed uniformly within defined "service areas." Impact fee service areas serve two distinct purposes. The first purpose is for fee calculation (i.e., a road impact fee schedule applies to all new development within a defined service area). The second purpose is to show benefit to fee-paying development (impact fees collected in the service area are spent within the service area).

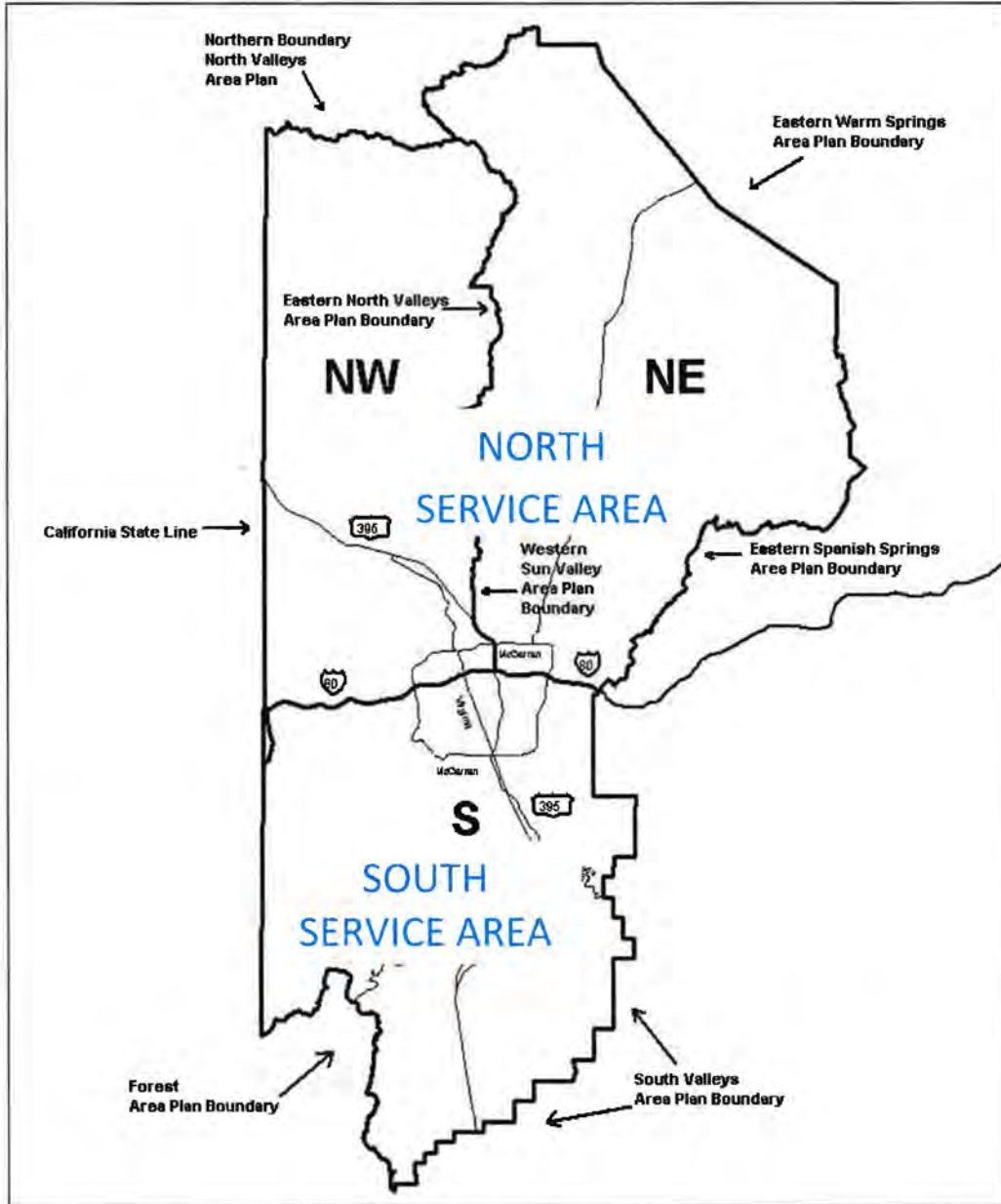
Initially, the impact fee program was created using a single service area with three benefit districts under the assumption that a single regional service area is appropriate for a regional road network. The major roadway network functions as a system to facilitate the movement of traffic throughout the region. Travel on the major roadway system during the peak hour, the most critical time period, tends to be dominated by relatively long commuting trips.

The Benefit Districts are shown in Figure 1 and defined as:

- Northwest Benefit District – Starting at the southwest corner of the district at the California Nevada state line and Interstate 80, follow the state line north to the northern boundary of the Washoe County North Valleys Area (i.e., northern boundary of the Red Rock Hydrographic Basin boundary), then east along the northern boundary of the North Valleys Planning Area (i.e. northern boundary of the Red Rock and Bedell Flat Hydrographic Basin boundary), then south along the eastern edge of the North Valleys Planning Area (i.e. eastern boundary of the Bedell Flat and Antelope Valley Hydrographic Basin boundary) to the western edge of the Washoe County Sun Valley Planning Area boundary, then continue south along the western edge of the Sun Valley Planning Area to US 395 at the Sutro Street terminus then southeast along the US 395 alignment to Interstate 80, then west along Interstate 80 to the state line.
- Northeast Benefit District – Starting at the southwest corner of the district at the US395/Interstate 80 interchange, follow US 395 northwest to the Sutro Street terminus, then continue north along the western edge of the Washoe County Sun Valley Planning Area to the eastern edge of the Washoe County North Valleys Planning area, then north to the western edge of the Washoe County Warm Springs Planning Area, then north to the northwest corner of the Warm Springs Planning Area, then east along the northern boundary of the Warm Springs Planning Area, then southwest and south along the boundary of the Warm Springs Planning Area, then west along the southern boundary of the Warm Springs Planning Area to the eastern edge of the Washoe County Spanish Springs Planning Area and the Washoe County Truckee Canyon Planning Area, then southwest along the western edge of the Truckee Canyon Planning Area to Interstate 80, then west along Interstate 80 to US 395.
- South Benefit District – Starting at the northwest corner of the district at the California/Nevada line and Interstate 80, follow Interstate 80 east to the western edge of the Washoe county Truckee Canyon Planning Area, then south along the Washoe County/Storey County line to the Washoe County/Carson City line, then west along the Washoe County/Carson City line to the southern jurisdictional line of the Tahoe Regional Planning Agency and the Washoe County Tahoe Planning Area, then north along the California/Nevada line to Interstate 80.

During the update to the 5th Edition RRIF GAM and CIP, the geographic area defining the service boundary was modified to meet NRS 278B.100 which limited a single service area from incorporating an entire city (or county) whose population

**FIGURE 1
REGIONAL ROAD IMPACT FEE SERVICE AREAS
AND BENEFIT DISTRICTS**



is over 15,000. A North Service Area was created by combining the Northeast and Northwest Benefit Districts and the South Benefit District was used as the boundary of the South Service Area. The boundaries of the North and South Service Areas divide both the City of Reno and Sparks, meeting the NRS requirement. Separate Capital Improvement Plans and subsequent fees are calculated for each Service Area with revenue generated from the payment of impact fees to be spent within the Service Area it was collected.

III. REGIONAL ROAD NETWORK

NRS 278B authorizes local governments to adopt impact fees for "street projects," which are defined as arterial or collector streets or roads that have been designated on the streets and highways plan in the master plan adopted by the local government pursuant to NRS 278.220, including all appurtenances and incidentals necessary for any such facilities.

Only those roadways, existing and planned, that are identified as part of the regional road network in the Regional Transportation Plan (RTP) are eligible for funding with Regional Road Impact Fees. All high (expressway), moderate (major) and low (minor) access control arterial roadways, as defined in the RTP, within the service area, excluding freeways, are included in the regional road network. Most freeway ramps are deemed by the RTC as regionally significant and are included. In addition, collectors are included if they have a forecast volume of 5,000 average daily trips at build-out. Build-out is defined as the full development of the master planned land use in each jurisdiction. The roadways and their classifications are included in the regional road network as listed and defined in the 2040 RTP in *Appendix E, Table E-3 Regional Road System*.

For purposes of the Regional Road Impact Fee Program, the RRIF Network excludes limited access highways, i.e., I-80, I-580, and US 395 and all local streets. In addition, the RRIF Program excludes collectors with a forecast volume of less than 14,000 annualized average daily trips at build-out. New roadways proposed by a private development and not listed on the RRIF Capital Improvement Plan may be added to the RRIF Network coincident with or after the first two lanes are constructed and if it provides a significant connection between other regional roads or services regional traffic in excess of the proposed development.

IV. CAPITAL IMPROVEMENTS PLAN

The Regional Road Impact Fees are based on the development of a regional impact fee capital improvement plans (CIP) that identify planned projects over a 10 year timeframe to provide additional roadway capacity to accommodate new development within each Service Area.

The RRIF CIPs were established based on the projects identified in the first 10 years of the *2040 Regional Transportation Plan Amendment No. 1 Appendix A: Complete Streets Project Listing*. The projects included in the 2040 RTP were

identified as necessary to accommodate new growth based on analysis of existing and forecasted conditions, regional travel demand model outputs incorporating the adopted land use assumptions, and the professional judgment of transportation planners of the RTC and participating local governments.

The RTP also includes livability projects which address the safety and mobility needs of all corridor travelers. While livability projects do not necessarily add lane capacity, bicycle and pedestrian improvements have been determined a benefit to new development based on regional growth and included in the RRIF CIPs.

Construction cost estimates were developed as part of the RTP process for each roadway project based on generalized cost estimates for the various types of improvements.

V. SERVICE UNITS

NRS 278B requires that capital facilities, and the demand for those facilities, be expressed in terms of “service units”. The statute defines a service unit as “a standardized measure of consumption, use, generation or discharge which is attributable to an individual unit of development calculated for a particular category of capital improvements or facility expansions”. Road impact fees use Average Weekday Vehicle Miles of Travel (VMT) as the service units for allocating the cost of future improvements.

VI. PROJECTED VEHICLE MILES OF TRAVEL (VMT)

Vehicle Miles of Travel (VMT) is the product of vehicle trips generated by land use categories multiplied by the average trip length.

To determine the number of VMTs, an aggregate travel model was created to convert development units within each of the North and South Service Areas to vehicle trips. Projected development units are consistent with the master plans of Reno, Sparks and Washoe County. TMRPA’s Population & Employment model uses the 2016 Consensus Forecast to predict where and what type of growth will occur. Information on the future growth is incorporated into RTC’s travel demand model by location (travel analysis zones). Population is converted to number of housing units and housing types based on statistical data from the 2016 American Community Survey for Washoe County. Employment is broken down into employment categories and total square footage using standardized square foot per employee by employment type. Vehicle trips can then be calculated using ITE Trip Generation rates.

The Average Trip Length, measured in miles, is an output of the regional travel demand-forecasting model. Trip lengths by service area represents travel on the regional road network, excluding travel on local residential streets and freeways.

The average trip length for the North Service Area on the regional road network is 2.79 miles and 2.64 miles for the South Service Area.

Table 1 and Table 2 below show the conversion of Population and Employment to Vehicle Miles Traveled (VMT). Projections are calculated for 2015 and 2030 and prorated for the intermediate years to determine the 10-year growth in VMT per Service Area (highlighted in green).

Table 1
North Service Area Travel Demand

North Service Area	2015	2019	2029	2030	2019-2029 Increase
Total Population	262,793	276,604	314,394	318,446	37,790
Total Housing Units	112,786	118,714	134,933	136,672	16,219
Single Housing Units	78,596	82,726	94,029	95,240	11,302
2+ Housing Units	34,191	35,988	40,904	41,432	4,917
Industrial Jobs	14,706	16,408	21,574	22,173	5,166
Commercial Jobs	12,244	13,056	15,330	15,578	2,274
All Other Services Jobs	48,757	51,639	59,610	60,472	7,971
Total Jobs	75,707	81,103	96,514	98,223	15,412
KSF					
Industrial KSF	32,877	36,682	48,232	49,571	11,550
Commercial KSF	6,122	6,528	7,665	7,789	1,137
All Other Services KSF	16,619	17,602	20,319	20,613	2,717
Vehicle Trips					
Single Unit Trips	349,845	368,232	418,540	423,934	50,308
2+ Units Trips	103,653	109,101	124,006	125,604	14,905
Industrial Trips	58,521	65,293	85,853	88,236	20,560
Commercial Trips	86,265	91,987	108,007	109,755	16,020
All Other Services Trips	91,656	97,073	112,058	113,679	14,985
Total Vehicle Trips	689,941	731,686	848,464	861,207	116,778
Weekday Vehicle Miles of Travel (VMT)	1,995,679	2,111,505	2,433,550	2,468,528	322,046

Table 2
South Service Area Travel Demand

South Service Area	2015	2019	2029	2030	2019-2029 Increase
Total Population	161,371	169,853	193,058	195,546	23,205
Total Housing Units	69,258	72,898	82,858	83,925	9,959
Single Housing Units	48,263	50,799	57,740	58,484	6,940
2+ Housing Units	20,995	22,099	25,118	25,442	3,019
Industrial Jobs	35,608	36,327	38,189	38,380	1,862
Commercial Jobs	22,250	23,185	25,698	25,964	2,513
All Other Services Jobs	128,544	134,562	150,868	152,604	16,306
Total Jobs	186,402	194,074	214,755	216,948	20,681
KSF					
Industrial KSF	79,606	81,214	85,376	85,804	4,162
Commercial KSF	11,125	11,593	12,849	12,982	1,257
All Other Services KSF	43,816	45,867	51,425	52,017	5,558
Vehicle Trips					
Single Unit Trips	215,209	226,520	257,467	260,786	30,947
2+ Units Trips	63,763	67,114	76,283	77,266	9,169
Industrial Trips	141,699	144,561	151,969	152,730	7,408
Commercial Trips	156,762	163,350	181,056	182,929	17,706
All Other Services Trips	241,644	252,957	283,611	286,874	30,654
Total Vehicle Trips	819,078	854,502	950,387	960,585	95,885
Weekday Vehicle Miles of Travel (VMT)	1,903,071	1,988,703	2,221,055	2,245,814	232,352

VII. NET COST PER SERVICE UNIT

The cost per service unit is determined by dividing the cost of providing additional roadway capacity by the amount of new capacity supplied. NRS 278B requires that impact fees take into account other funding sources. The financial investment plan developed in conjunction with the 2040 RTP, *Chapter 11 – Investing Strategically*, identifies the funding sources to be used over the various timeframes of the RTP. The major sources of funding for improvements to the regional roadway network are based on Federal, State, Regional (Fuel Tax, and Sales Tax) plus Other Revenue Sources, i.e., private development.

Table 3
2040 RTP Revenue Projections

Fund Source	2017-2021	2022-2026	2017-2026 Total
Federal	\$188,534,000	\$222,985,000	\$411,519,000
State	\$168,300,000	\$356,489,000	\$524,789,000
Regional (Fuel, Sales, RRIF)	\$458,111,000	\$528,573,000	\$986,684,000
Other Revenues (Private)	\$57,000,000	\$83,800,000	\$140,800,000
Total	\$871,945,000	\$1,191,847,000	\$2,063,792,000

Source: RTP Amendment #1 - Chapter 11 - Investing Strategically

Based on the above, approximately \$936 million in Federal and State Highway funds are anticipated to be available over the ten-year period to help fund improvements identified in the Regional Road Impact Fee CIPs. Another \$1.1 million in Regional and Other Revenue funds are anticipated to support roadway improvements.

Breaking down the Regional funding sources for Fuel Tax, Sales Tax, and RRIF, result in the following:

Table 4
Regional Funding

Fund Source	2017-2021	2022-2026	2017-2026 Total
Fuel Tax	\$406,344,091	\$465,378,079	\$871,722,170
Sales Tax	\$27,205,268	\$34,721,582	\$61,926,850
RRIF	\$24,561,522	\$28,473,535	\$53,035,057
Regional Total	\$458,110,881	\$528,573,196	\$986,684,077

Source: RTC Finance

To determine new developments share, funding for RRIF revenues were added to the Other Revenues (Private) in Table 5. The costs listed in the RTP were based on year of expenditure, therefore revenues were converted to 2019 dollars for a total RRIF Share of \$176 million.

**Table 5
New Development Share Funding**

Fund Source	2017-2021	2022-2026	2017-2026 Total	2017-2026 Totals (2019 \$)
RRIF	\$24,561,522	\$28,473,535	\$53,035,057	\$49,080,150
Other Revenues (Private)	\$57,000,000	\$83,800,000	\$140,800,000	\$126,970,015
Total RRIF Share	\$81,561,522	\$112,273,535	\$193,835,057	\$176,050,165

Since the RRIF program has two separate Service Areas, the projects in the the first 10 years of the RTP must also be divided into separate CIPs for each Service Area. The cost for each project was assigned to the service area it was located. If the project crossed the service area boundary, costs were prorated based on the length of the project within the service area. Costs for program level improvements, i.e., Traffic Signals, ITS Operations & Intersections, Pedestrian & Bicycle Facility Improvements, etc., were split equally between service areas.

In addition, RTP which includes not only capacity and livability projects, but non-RRIF eligible programs, i.e., pavement preservation, freeway improvements, bridge replacements ADA Accessibility Improvement Program, and debt service. In addition, to avoid double payment for growth-related improvements using other funding sources, costs for projects fully funded by Federal, State, and Fuel Tax Bonding were removed from the list of projects used to develop the impact fee rates.

**Table 6
CIPs by Service Area**

Timeframe	North Service Area	South Service Area	2017-2026 Total
2017-2021 RTP	\$390,582,000	\$481,318,000	\$871,900,000
2022-2026 RTP	\$645,775,000	\$545,975,000	\$1,191,750,000
Total RTP 2017-2026	\$1,036,357,000	\$1,027,293,000	\$2,063,650,000
Capacity Related RTP*	\$427,729,055	\$301,352,036	\$729,081,091
% Capacity Related RTP	58.67%	41.33%	100%

Of the RRIF Eligible projects listed in the RTP, 58.67% are attributable to the North Service Area and 41.33% to the South Service Area. These percentages were then used to estimate the distribution of \$176 million of RRIF Revenue used to fund the RRIF CIPs.

Table 7
Vehicle Miles Traveled (VMT) Rates

Description	North Service Area	South Service Area
Total RRIF Share	\$176,050,165	
% RRIF Eligible RTP	58.67%	41.33%
RRIF Share by Service Area	\$103,283,121	\$72,767,044
VMT Growth by Service Area	322,046	232,352
\$/VMT for RRIF Share	\$320.71	\$313.18

VIII. IMPACT FEE SCHEDULE EQUIVALENCY RATES

This section describes the determination of an appropriate equivalency rate that estimates the number of service units generated by specific land use types. For the purpose of fee assessment, the demand placed on the roadway system by new development is expressed in terms of vehicle miles of travel during an average weekday. VMT is a product of trip generation and the average length of a trip. The input variables used to calculate VMT are summarized below.

Trip generation rates, expressed as average weekday Vehicle Trip Ends (VTE) by land use categories, are from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition). Rates were established for specific land use types within the broader categories of residential, office, commercial, industrial and institutional land uses. Rates are per dwelling unit, 1,000 square feet of gross floor area, or other appropriate unit of development.

Since ITE rates represent the total number of trips (inbound and outbound) associated with a specific land use, all trip rates have been divided by two to eliminate double-charging any particular trip. This places the burden of travel equally between the origin and destination of the trip.

Trip adjustment factors also include adjustments to accommodate pass-by and diverted trips. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees. A diverted trip is similar to a pass-by trip, but a diversion is made from the regular route to make an interim stop. On a system-

wide basis, this trip also does not add an additional burden on the street system, so it is not considered in assessing impact fees.

In addition, residential development has a larger trip adjustment factor of 52% to account for commuters leaving Washoe County for work. In other words, residential development is assigned all inbound trips plus 15% of outbound trips to account for job locations outside of Washoe County, calculated as follows. According to the 2009 National Household Travel Survey weekday work trips are typically 31% of production trips (i.e., all out-bound trips). As shown in the Census Bureau's web application, OnTheMap indicates that approximately 15% of resident workers traveled outside the county for work in 2011. In combination, these factors ($0.31 \times 0.50 \times 0.15 = 0.02$) support the additional 2% allocation of trips to residential development.

For commercial development, the trip adjustment factor is less than 50% because retail development attracts vehicles as they pass by on arterial and collector roads. For an average shopping center, ITE data indicate 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends.

Many institutional land uses, like schools, also have significant pass-by and diverted link trips as children are dropped off and picked up by parents on their way to some other primary destination. Given this travel pattern, the pass-by adjustment for schools and daycare utilized the commercial trip adjustment factor.

Average Trip Length, measured in miles, is derived from the computerized regional travel demand-forecasting model. The recommended trip lengths by service area for the regional road network excludes travel on local streets and freeways. The average trip length for the North Service Area on the regional road network is 2.79 miles and 2.64 miles for the South Service Area.

Trip length weighting factors are used to account for trip length variations by the type of land use. Per the 2009 National Household Travel Survey, vehicle trips from residential development account for 121% of the average trip length. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other non-residential development typically accounts for trips that are 73% of the average for all trips.

The result of combining trip generation and trip length information is an equivalency table establishing the number of service units (VMT) generated by various land use types per unit of development. The recommended equivalency rates are presented in Tables 7 and 8.

Table 8
North Service Area
Service Unit Generation by Land Use

<i>Development Type</i>	<i>Development Unit</i>	<i>Avg Wkdy Veh Trip Ends</i>	<i>Trip Rate Adjustment</i>	<i>Trip Length Adjustment</i>	<i>6th Ed North VMTs</i>
<i>Residential</i>					
Single Unit	Dwelling	8.56	52%	121%	15.03
3+ Units per Structure	Dwelling	5.83	52%	121%	10.23
<i>Industrial</i>					
Light Industrial	1000 Sq Ft	4.96	50%	73%	5.05
Manufacturing	1000 Sq Ft	3.93	50%	73%	4.00
Warehouse	1000 Sq Ft	1.74	50%	73%	1.77
Mini-Warehouse	1000 Sq Ft	1.51	50%	73%	1.54
<i>Commercial</i>					
Retail and Eating/Drinking Places	1000 Sq Ft	37.75	33%	66%	22.94
Casino Gaming Area	1000 Sq Ft	46.05	50%	73%	46.90
<i>Office & Other Services</i>					
Lodging	Room	3.35	50%	73%	3.41
Public Park	Acre	2.28	50%	73%	2.32
Schools and Daycare	1000 Sq Ft	19.52	33%	73%	13.12
Hospital	1000 Sq Ft	10.72	50%	73%	10.92
Nursing Home	1000 Sq Ft	6.64	50%	73%	6.76
Office and Other Services	1000 Sq Ft	9.74	50%	73%	9.92
Medical Office	1000 Sq Ft	34.80	50%	73%	35.44

Sources: Trip Generation by land use category is based on the ITE Trip Generation 10th Edition. VMTs are the resulting calculation of Avg weekday vehicle trips x Trip Rate Adjustment x Trip Length Adjustment x Average Trip Length for the South Service Area (2.79 miles)

Table 9
South Service Area
Service Unit Generation by Land Use

<i>Development Type</i>	<i>Development Unit</i>	<i>Avg Wkdy Veh Trip Ends</i>	<i>Trip Rate Adjustment</i>	<i>Trip Length Adjustment</i>	<i>6th Ed South VMT's</i>
Residential					
Single Unit	Dwelling	8.56	52%	121%	14.22
3+ Units per Structure	Dwelling	5.83	52%	121%	9.68
Industrial					
Light Industrial	1000 Sq Ft	4.96	50%	73%	4.78
Manufacturing	1000 Sq Ft	3.93	50%	73%	3.79
Warehouse	1000 Sq Ft	1.74	50%	73%	1.68
Mini-Warehouse	1000 Sq Ft	1.51	50%	73%	1.46
Commercial					
Retail and Eating/Drinking Places	1000 Sq Ft	37.75	33%	66%	21.71
Casino Gaming Area	1000 Sq Ft	46.05	50%	73%	44.37
Office & Other Services					
Lodging	Room	3.35	50%	73%	3.23
Public Park	Acre	2.28	50%	73%	2.20
Schools and Daycare	1000 Sq Ft	19.52	33%	73%	12.41
Hospital	1000 Sq Ft	10.72	50%	73%	10.33
Nursing Home	1000 Sq Ft	6.64	50%	73%	6.40
Office and Other Services	1000 Sq Ft	9.74	50%	73%	9.39
Medical Office	1000 Sq Ft	34.80	50%	73%	33.53

Sources: Trip Generation by land use category is based on the ITE Trip Generation 10th Edition. VMTs are the resulting calculation of Avg weekday vehicle trips x Trip Rate Adjustment x Trip Length Adjustment x Average Trip Length for the South Service Area (2.64 miles)

IX. IMPACT FEE COST SCHEDULE

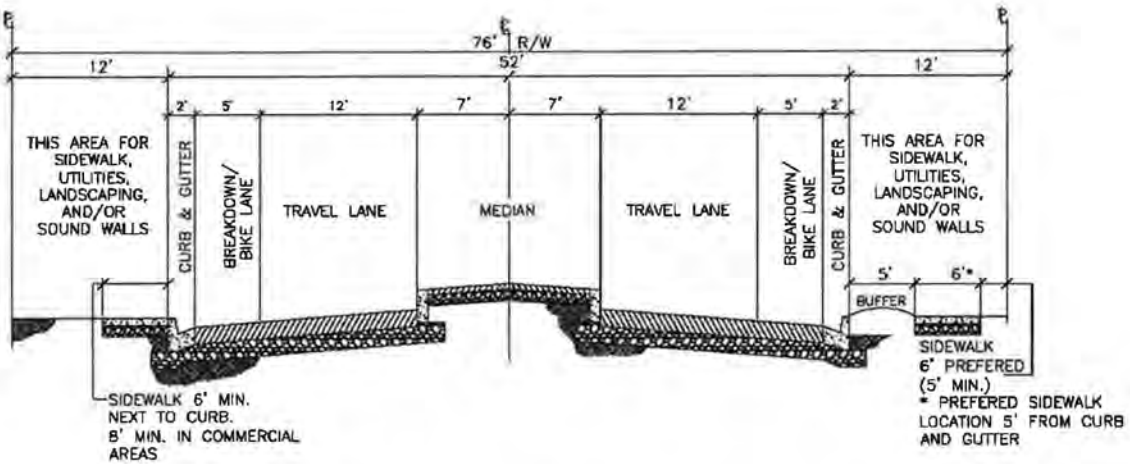
The Regional Road Impact fee for a given land use type is the product of the number of service units generated by the land use and net cost per service unit. Based on the North and South Service Areas Capital Improvements Program, and the data, analysis and assumptions contained in this manual, the impact fees by land use type are presented in Exhibit E.

EXHIBIT A ACCESS MANAGEMENT STANDARDS

Access Management Standards-Arterials ¹ and Collectors							
Access Management Class	Posted Speeds	Signals Per Mile and Spacing ²	Median Type	Left From Major Street? (Spacing from signal)	Left From Minor Street or Driveway?	Right Decel Lanes at Driveways?	Driveway Spacing ³
High Access Control	45-55 mph	2 or less Minimum spacing 2350 feet	Raised w/channelized turn pockets	Yes 750 ft. minimum	Only at signalized locations	Yes ⁴	250 ft./500 ft.
Moderate Access Control	40-45 mph	3 or less Minimum spacing 1590 feet	Raised or painted w/turn pockets	Yes 500 ft. minimum	No, on 6- or 8-lane roadways w/o signal	Yes ⁵	200 ft./300 ft.
Low Access Control	35-40 mph	5 or less Minimum spacing 900 feet	Raised or painted w/turn pockets or undivided w/painted turn pockets or two-way, left-turn lane	Yes 350 ft. minimum	Yes	No	150 ft./200 ft.
Ultra-Low Access Control	30-35 mph	8 or less Minimum spacing 560 feet	Raised or painted w/turn pockets or undivided w/painted turn pockets or two-way left-turn lane	Yes 350 ft. minimum	Yes	No	150 ft./200 ft. 100 ft./100 ft. ⁶

- ¹ On-street parking shall not be allowed on any new arterials. Elimination of existing on-street parking shall be considered a priority for major and minor arterials operating at or below the policy level of service.
- ² Minimum signal spacing is for planning purposes only; additional analysis must be made of proposed new signals in the context of existing conditions, planned signalized intersections, and other relevant factors impacting corridor level of service.
- ³ Minimum spacing from signalized intersection/spacing from other driveways.
- ⁴ If there are more than 30 inbound, right-turn movements during the peak-hour.
- ⁵ If there are more than 60 inbound, right-turn movements during the peak-hour.
- ⁶ Minimum spacing on collectors.

EXHIBIT B
TYPICAL 2-LANE RIGHT-OF-WAY SECTION



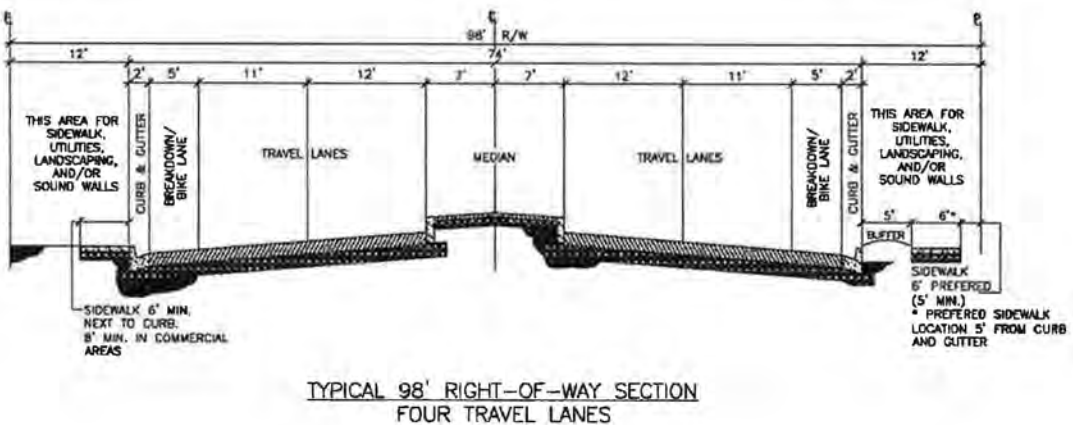
TYPICAL 76' RIGHT-OF-WAY SECTION
 TWO TRAVEL LANES

REGIONAL TRANSPORTATION COMMISSION
 RIGHT-OF-WAY SECTION



Exhibit E - Typical ROW Sections

EXHIBIT B
TYPICAL 4-LANE RIGHT-OF-WAY SECTION

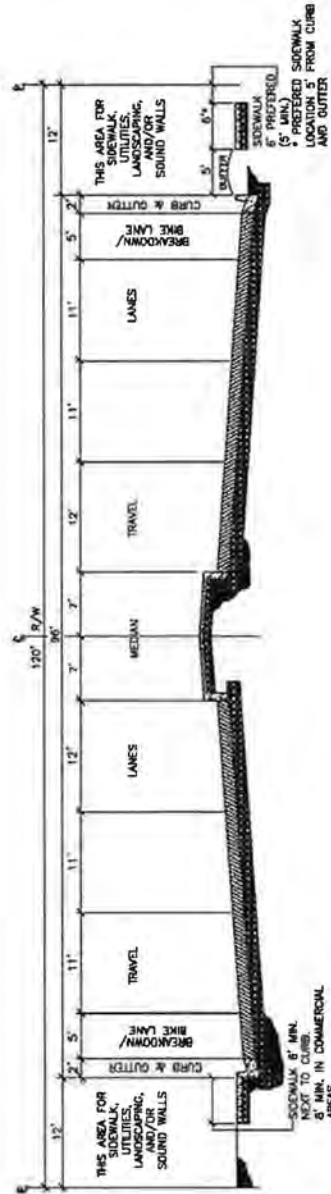


REGIONAL TRANSPORTATION COMMISSION
 RIGHT-OF-WAY SECTION



Exhibit E – Typical ROW Sections

EXHIBIT B TYPICAL 6-LANE RIGHT-OF-WAY SECTION



TYPICAL 120' RIGHT-OF-WAY SECTION
SIX TRAVEL LANES

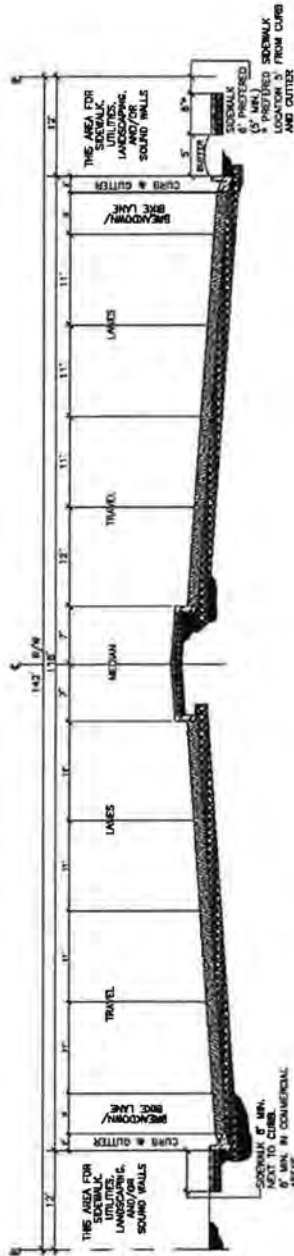
AUGUST
REGIONAL TRANSPORTATION COMMISSION
RIGHT-OF-WAY SECTION



Exhibit E – Typical ROW Sections

August 22, 2007

EXHIBIT B TYPICAL 8-LANE RIGHT-OF-WAY SECTION



TYPICAL 142' RIGHT-OF-WAY SECTION
TWO TRAVEL LANES

REGIONAL TRANSPORTATION COMMISSION
RIGHT-OF-WAY SECTION



Exhibit E – Typical ROW Sections

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

Timeframe A #1	Service Area	Roadway	Limits	Description	RTD \$
2017-21	S	2nd Street	Keystone Ave to I-580	Multimodal improvements (corridor study completed) Phase 1	\$3,000,000
2017-21	NS	4th St/Prater Way Bus RAPID Transit Project	Evans Ave to Pyramid Hwy	RAPID Extension & Complete Street Improvements	\$57,800,000
2017-21	S	4th Street (Reno)	Keystone Avenue to Evans Ave	Enhanced sidewalks and bus/bike lanes, intersection improvements	\$8,300,000
2017-21	NS	ADA Accessibility Improvements	Spot improvements systemwide - ADA Transition Plan	\$1 million per year	\$5,500,000
2022-26	NS	ADA Accessibility Improvements	Spot improvements systemwide - ADA Transition Plan	\$1.28 million per year	\$6,400,000
2017-21	S	Arlington Ave	At Truckee River Bridge	Replace existing bridges (PE/NEPA)	\$500,000
2022-26	S	Arlington Ave	At Truckee River Bridge	Replace existing bridges	\$25,500,000
2022-26	S	Arrowcreek Pkwy	Wedge Pkwy to Zolezzi Ln	Widen 2 to 4 lanes	\$8,300,000
2022-26	N	Buck Dr	Lemmon Dr to N Hills Blvd	Widen 2 to 4 lanes	\$1,700,000
2017-21	S	Center Street	S Virginia to I-80	Widen sidewalks & add bike lanes	\$5,400,000
2022-26	S	Damonte Ranch Pkwy	Veterans Pkwy to Rio Wrangler Pkwy	New 2 lane road	\$7,100,000
2017-21	NS	Debt Service		\$27.3 million per year	\$136,500,000
2022-26	NS	Debt Service		\$27.4 million per year	\$145,800,000
2017-21	N	Dolores Drive	Existing Dolores west to Lazy 5 Pkwy	New 2 lane road	\$1,500,000
2017-21	S	Forest Street	California Avenue to Mount Rose Street	Bike facility	\$4,100,000
2022-26	S	Geiger Grade	Toll Rd to Rim Rock	Widen 2 to 4 lanes	\$26,300,000
2022-26	S	Geiger Grade Realignment	Virginia St to Toll Rd	New 4 lane road	\$75,100,000
2017-21	S	Glendale Ave	Kietzke Ave to McCarran Blvd	Pavement reconstruction & multimodal improvements	\$16,400,000

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

Timeframe A #1	Service Area	Roadway	Limits	Description	RTP \$
2017-21	NS	I-580 Improvements South of Spaghetti Bowl	I-80 to Mill St interchange	Widen eastbound I-80 ramp to southbound I-580 to two lanes, reconfigure Wells Ave eastbound I-80	\$101,300,000
2022-26	NS	I-580 Improvements South of Spaghetti Bowl	I-80 to Mill St interchange	Widen eastbound I-80 ramp to southbound I-580 to two lanes, reconfigure Wells Ave eastbound I-80	\$60,700,000
2022-26	NS	I-80	East Truckee River Canyon	Safety improvements - add shoulders	\$9,000,000
2022-26	NS	I-80	Patrick Interchange	Interchange improvements	\$11,600,000
2022-26	NS	I-80/I-580/US 395 (Spaghetti Bowl)	I-80/I-580/US 395 interchange & southbound lanes on US 395 from I-80 to	Operational & capacity improvements - widen US 395 to 8 lanes, Phase 2	\$93,500,000
2022-26	S	Keystone Ave	California to I-80	Multimodal improvements and Truckee River bridge replacement	\$58,600,000
2017-21	S	Kietzke Ln	Virginia St to Galletti Way	Multimodal improvements Phase 1	\$3,800,000
2022-26	S	Kietzke Ln	Virginia St to Galletti Way	Multimodal improvements (corridor study initiated) Phase 2	\$10,700,000
2017-21	N	Kiley Pkwy	Wingfield Hills Rd to Henry Orr Pkwy	New 2 lane road	\$6,400,000
2017-21	N	Lazy 5 Pkwy	W Sun Valley Arterial to Pyramid Hwy	New 4 lane road west of Pyramid Hwy transitioning to 2 lanes at future development entrance	\$27,600,000
2022-26	N	Lemmon Dr	US 395 to Military Rd and Fleetwood Dr to Chickadee Dr	Widen 4 to 6 lanes from US 395 to Military Rd and Widen 2 to 4 lanes from Fleetwood Dr to Chickadee	\$12,300,000
2017-21	N	Lemmon Drive	US 395 to Military Rd and Fleetwood Dr to Chickadee Dr	Widen 4 to 6 lanes from US 395 to Military Rd and Widen 2 to 4 lanes from Fleetwood Dr to Chickadee	\$3,000,000
2022-26	N	Loop Rd	Salomon Circle to Eastern Slope Rd	New 2 lane road	\$4,900,000
2022-26	N	Military Rd	Lemmon Dr to Echo Ave	Widen 2 to 4 lanes	\$22,600,000
2017-21	S	Mill St/Terminal Way	Reno-Tahoe International Airport to Lake St (downtown Reno)	Multimodal improvements, intersection improvements, additional eastbound lane from	\$1,600,000
2022-26	S	Mill St/Terminal Way	Reno Tahoe International Airport to Lake St (downtown Reno)	Multimodal improvements, intersection improvements, additional eastbound lane from	\$17,500,000
2022-26	N	Moya Blvd	Red Rock Rd to Echo Ave	Widen 2 to 4 lanes	\$17,500,000
2022-26	N	N/S Connector Rd	Stonebrook Pkwy to Wingfield Hills Rd	New 2 lane road	\$8,400,000

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

Timeframe A #1	Service Area	Roadway	Limits	Description	RTP \$
2022-26	N	North Virginia St	McCarran Blvd to Panther	Sidewalks and bike lanes. An off-street shared-use path may be considered	\$14,050,000
2022-26	N	North Virginia St	Panther to Stead Blvd	Widen from 2 to 4 lanes and multimodal improvements	\$38,500,000
2017-21	N	Oddie Blvd/Wells Ave	I-80 to Pyramid Way	Multimodal improvements	\$37,600,000
2022-26	N	Parr Blvd	Ferrari McLeod to Raggio Pkwy	Interchange improvements	\$7,700,000
2017-21	NS	Pavement Preservation	Systemwide	\$18.7 million per year	\$101,200,000
2022-26	NS	Pavement Preservation	Systemwide	\$23.8 million per year	\$119,000,000
2017-21	NS	Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1 million per year	\$5,500,000
2022-26	NS	Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1.28 million per year	\$6,400,000
2022-26	S	Plumb Lane	Lakeside Drive to Kietzke Lane	Sidewalks and bike lanes	\$8,200,000
2017-21	N	Pyramid Hwy	@ McCarran Blvd	Improve capacity, safety & multimodal access (under construction)	\$30,000,000
2017-21	N	Pyramid Hwy/Sun Valley/US 395 Connector Phase 1	Queen Way to Golden View	Widen Pyramid to 6 lanes from Queen Way to Golden View (PE/NEPA)	\$5,000,000
2022-26	N	Pyramid Hwy/Sun Valley/US 395 Connector Phase 1	Queen Way to Golden View	Widen Pyramid to 6 lanes from Queen Way to Golden View	\$50,500,000
2022-26	N	Red Rock Rd	Moya Blvd to Evans Ranch Access	Widen 2 to 4 lanes	\$51,800,000
2017-21	NS	Sierra Street	California Ave to 9th St	Widen sidewalks & add bike lanes	\$4,400,000
2022-26	NS	Sierra Street	At Truckee River Bridge	Replace existing bridge	\$19,100,000
2022-26	N	Sky Vista Pkwy	Lemmon Dr to Silver Lake Rd	Widen 2 to 4 lanes	\$8,900,000
2017-21	S	South Virginia Street	South of Arrowcreek Pkwy to the I-580 interchange	Safety and multimodal improvements including traffic signal and median	\$5,000,000
2022-26	S	South Virginia Street	E Patriot Blvd to Mt. Rose Hwy/Geiger Grade	Add sidewalks and bike lane, convert travel lane to bus/bike lane	\$18,000,000

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

Timeframe A #1	Service Area	Roadway	Limits	Description	RTT \$
2017-21	S	SouthEast Connector	South Meadows Pkwy to Greg St	New 6 lane road (under construction)	\$130,000,000
2017-21	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes from Greg to I-80, widen 4-6 lanes I-80 to Springland on	\$1,600,000
2022-26	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes from Greg to I-80, widen 4-6 lanes I-80 to Springland on	\$56,200,000
2017-21	N	Stonebrook Parkway	La Posada Dr to N/S Connector Rd	New 2 lane road	\$11,300,000
2022-26	N	Stonebrook Parkway	N/S Connector Rd to Pyramid Highway	New 2 lane road	\$8,100,000
2017-21	N	Sun Valley Blvd	7th Ave to Pyramid Hwy/US 395 Connector	Multimodal improvements PE/NEPA	\$3,000,000
2022-26	N	Sun Valley Blvd	7th Ave to Pyramid Hwy/US 395 Connector	Multimodal improvements	\$52,700,000
2017-21	NS	Traffic Signals, ITS Operations & Intersections	Systemwide, including: La Posada at Cordoba Blvd roundabout; Damonte Ranch Pkwy at I-	\$2.6 million per year	\$14,100,000
2022-26	NS	Traffic Signals, ITS Operations & Intersections	Systemwide	\$3.32 million per year	\$16,600,000
2017-21	NS	US 395	Clear Acre Ln to Lemmon Dr	Freeway widening PE/NEPA	\$1,500,000
2022-26	NS	US 395	N McCarran Blvd to Lemmon Dr	Additional southbound lane and auxiliary lanes northbound and southbound	\$66,800,000
2017-21	NS	US 395/I-580/I-80	Spaghetti Bowl (Kietzke to N McCarran, Keystone to Pyramid)	Capacity expansion at Spaghetti Bowl, PE/NEPA	\$12,800,000
2017-21	NS	US 395/I-580/I-80	System wide ramps and freeways ITS	Auxiliary lanes/freeway management/ITS project	\$14,600,000
2022-26	S	Vassar Street	Holcomb Avenue to Terminal Way	Bike lanes	\$4,300,000
2017-21	N	Victorian Avenue	16th Street to Pyramid Way	Bike lanes	\$2,300,000
2022-26	S	Vine Street	Riverside Drive to University Terrace	Bike lanes	\$3,200,000
2017-21	NS	Virginia St Bus RAPID Extension	Plumb Ln to 17th St	Pedestrian improvements & pavement reconstruction	\$104,300,000
2022-26	S	W 2nd Street (Reno)	Keystone Avenue to Galletti Way	Enhanced sidewalks, landscaping, bike lanes	\$10,500,000

EXHIBIT C
2040 REGIONAL TRANSPORTATION PLAN
2017-2026 PROJECT LISTING

Timeframe A #1	Service Area	Roadway	Limits	Description	RTP \$
2022-26	N	Whitelake Parkway	Between US 395 ramp terminals	Widen 2 to 4 lanes	\$7,700,000
2017-21	N	Wingfield Hills Rd	Existing Wingfield Hills Rd west to David Allen Pkwy	New 4 lane road	\$5,000,000

Subtotal \$2,063,650,000

**EXHIBIT D
NORTH & SOUTH SERVICE AREA
CAPITAL IMPROVEMENT PLANS**

**EXHIBIT D
NORTH CAPITAL IMPROVEMENT PLAN**

Roadway	Limits	Description	RTP Cost	% North Service Area	North 2019 \$	North % RRIF Eligible	North \$	Notes
Buck Dr	Lemmon Dr to N Hills Blvd	Widen 2 to 4 lanes	\$1,700,000	100%	\$1,499,715	100%	\$1,499,715	Capacity
Dolores Drive	Existing Dolores west to Lazy 5 Pkwy	New 2 lane road	\$1,500,000	100%	\$1,606,838	0%	\$0	Capacity - 1st 2 lanes not eligible
Kiley Pkwy	Wingfield Hills Rd to Henry Orr Pkwy	New 2 lane road	\$6,400,000	100%	\$6,855,840	0%	\$0	Capacity - 1st 2 lanes not eligible
Lazy 5 Pkwy	W Sun Valley Arterial to Pyramid Hwy	New 4 lane road west of Pyramid Hwy transitioning to 2 lanes at future development entrance	\$27,600,000	100%	\$29,565,810	50%	\$14,782,905	Capacity
Lemmon Dr	US 395 to Military Rd and Fleetwood Dr to Chickadee Dr	Widen 4 to 6 lanes - US 395 to Military Rd and Widen 2 to 4 lanes - Fleetwood Dr to Chickadee Dr	\$12,300,000	100%	\$10,283,760	100%	\$10,283,760	Capacity
Lemmon Drive	US 395 to Military Rd and Fleetwood Dr to Chickadee Dr	Widen 4 to 6 lanes - US 395 to Military Rd and Widen 2 to 4 lanes - Fleetwood Dr to Chickadee Dr	\$3,000,000	100%	\$3,213,675	100%	\$3,213,675	Capacity
Loop Rd	Salomon Circle to Eastern Slope Rd	New 2 lane road	\$4,900,000	100%	\$4,070,655	0%	\$0	Capacity - 1st 2 lanes not eligible
Military Rd	Lemmon Dr to Echo Ave	Widen 2 to 4 lanes	\$22,600,000	100%	\$18,960,683	100%	\$18,960,683	Capacity
Moya Blvd	Red Rock Rd to Echo Ave	Widen 2 to 4 lanes	\$17,500,000	100%	\$14,675,783	100%	\$14,675,783	Capacity
N/S Connector Rd	Stonebrook Pkwy to Wingfield Hills Rd	New 2 lane road	\$8,400,000	100%	\$7,070,085	0%	\$0	Capacity - 1st 2 lanes not eligible
North Virginia St	McCarran Blvd to Panther	Sidewalks and bike lanes. An off-street shared-use path may be considered	\$14,050,000	100%	\$11,783,475	15%	\$1,767,521	Multimodal
North Virginia St	Panther to Stead Blvd	Widen from 2 to 4 lanes and multimodal improvements	\$38,500,000	100%	\$32,243,873	100%	\$32,243,873	Capacity
Oddie Blvd/Wells Ave	I-80 to Pyramid Way	Multimodal improvements	\$37,600,000	100%	\$40,278,060	15%	\$6,041,709	Multimodal
Parr Blvd	Ferrari McLeod to Raggio Pkwy	Interchange improvements	\$7,700,000	100%	\$6,427,350	100%	\$6,427,350	Capacity
Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1 million per year	\$5,500,000	50%	\$2,945,869	15%	\$441,880	Multimodal
Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1.28 million per year	\$6,400,000	50%	\$2,945,869	15%	\$441,880	Multimodal
Pyramid Hwy/Sun Valley/US 395 Connector Phase 1	Queen Way to Golden View	Widen Pyramid to 6 lanes from Queen Way to Golden View (PE/NEPA)	\$5,000,000	100%	\$5,356,125	100%	\$5,356,125	Capacity
Pyramid Hwy/Sun Valley/US 395 Connector Phase 1	Queen Way to Golden View	Widen Pyramid to 6 lanes from Queen Way to Golden View	\$50,500,000	100%	\$42,849,000	100%	\$42,849,000	Capacity
Red Rock Rd	Moya Blvd to Evans Ranch Access	Widen 2 to 4 lanes	\$51,800,000	100%	\$43,598,858	100%	\$43,598,858	Capacity
Sierra Street	California Ave to 9th St	Widen sidewalks & add bike lanes	\$4,400,000	9%	\$424,205	15%	\$63,631	Multimodal
Sky Vista Pkwy	Lemmon Dr to Silver Lake Rd	Widen 2 to 4 lanes	\$8,900,000	100%	\$7,391,453	100%	\$7,391,453	Capacity
Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$1,600,000	77%	\$1,319,749	100%	\$1,319,749	Capacity
Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$56,200,000	77%	\$36,412,705	100%	\$36,412,705	Capacity
Stonebrook Parkway	La Posada Dr to N/S Connector Rd	New 2 lane road	\$11,300,000	100%	\$12,104,843	0%	\$0	Capacity - 1st 2 lanes not eligible
Stonebrook Parkway	N/S Connector Rd to Pyramid Highway	New 2 lane road	\$8,100,000	100%	\$6,962,963	0%	\$0	Capacity - 1st 2 lanes not eligible

**EXHIBIT D
NORTH CAPITAL IMPROVEMENT PLAN**

Roadway	Limits	Description	RTP Cost	% North Service Area	North 2019 \$	North % RRIF Eligible	North \$	Notes
Sun Valley Blvd	7th Ave to Pyramid Hwy/US 395 Connector	Multimodal improvements PE/NEPA	\$3,000,000	100%	\$3,213,675	15%	\$482,051	Multimodal
Sun Valley Blvd	7th Ave to Pyramid Hwy/US 395 Connector	Multimodal improvements	\$52,700,000	100%	\$44,316,578	15%	\$6,647,487	Multimodal
Traffic Signals, ITS Operations & Intersections	Systemwide, including: La Posada at Cordoba Blvd roundabout; Damonte Ranch	\$2.6 million per year	\$14,100,000	50%	\$7,552,136	33%	\$2,492,205	Traffic
Traffic Signals, ITS Operations & Intersections	Systemwide	\$3.32 million per year	\$16,600,000	50%	\$7,552,136	33%	\$2,492,205	Traffic
Victorian Avenue	16th Street to Pyramid Way	Bike lanes	\$2,300,000	100%	\$2,463,818	15%	\$369,573	Multimodal
Whitelake Parkway	Between US 395 ramp terminals	Widen 2 to 4 lanes	\$7,700,000	100%	\$6,427,350	100%	\$6,427,350	Capacity
Wingfield Hills Rd	Existing Wingfield Hills Rd west to David Allen Pkwy	New 4 lane road	\$5,000,000	100%	\$5,356,125	50%	\$2,678,063	Capacity

Capacity Related RTP - North	\$427,729,055	\$269,361,187	RRIF Eligible
Other Funding Sources	\$324,445,934		
RRIF Share	\$103,283,121		
VMT Growth by Service Area	322,046		
\$/VMT for RRIF Share	\$320.71		

**EXHIBIT D
SOUTH CAPITAL IMPROVEMENT PLAN**

Roadway	Limits	Description	RTP Cost	% South Service Area	South 2019 \$	South % RRIF Eligible	South \$	Notes
2nd Street	Keystone Ave to I-580	Multimodal improvements (corridor study completed) Phase 1	\$3,000,000	100%	\$3,213,675	12%	\$385,641	Multimodal
4th Street (Reno)	Keystone Avenue to Evans Ave	Enhanced sidewalks and bus/bike lanes, intersection improvements	\$8,300,000	100%	\$8,891,168	12%	\$1,066,940	Multimodal
Arrowcreek Pkwy	Wedge Pkwy to Zolezzi Ln	Widen 2 to 4 lanes	\$8,300,000	100%	\$6,962,963	100%	\$6,962,963	Capacity
Center Street	S Virginia to I-80	Widen sidewalks & add bike lanes	\$5,400,000	100%	\$5,784,615	12%	\$694,154	Multimodal
Damonte Ranch Pkwy	Veterans Pkwy to Rio Wrangler Pkwy	New 2 lane road	\$7,100,000	100%	\$5,998,860	0%	\$0	Capacity - 1st 2 lanes not eligible
Forest Street	California Avenue to Mount Rose Street	Bike facility	\$4,100,000	100%	\$4,392,023	12%	\$527,043	Multimodal
Geiger Grade	Toll Rd to Rim Rock	Widen 2 to 4 lanes	\$26,300,000	100%	\$22,067,235	100%	\$22,067,235	Capacity
Geiger Grade Realignment	Virginia St to Toll Rd	New 4 lane road	\$75,100,000	100%	\$68,558,400	50%	\$34,279,200	Capacity
Glendale Ave	Kietzke Ave to McCarran Blvd	Pavement reconstruction & multimodal improvements	\$16,400,000	100%	\$17,568,090	12%	\$2,108,171	Multimodal
Keystone Ave	California to I-80	Multimodal improvements and Truckee River bridge replacement	\$58,600,000	100%	\$49,276,350	12%	\$5,913,162	Multimodal
Kietzke Ln	Virginia St to Galletti Way	Multimodal Improvements Phase 2	\$10,700,000	100%	\$8,998,290	12%	\$1,079,795	Multimodal
Kietzke Ln	Virginia St to Galletti Way	Multimodal improvements Phase 1	\$3,800,000	100%	\$4,070,655	12%	\$488,479	Multimodal
Mill St/Terminal Way	Reno Tahoe International Airport to Lake St (downtown Reno)	Multimodal & intersection improvements, add eastbound lane from Kietzke Ln to US 395	\$17,500,000	100%	\$14,702,563	12%	\$1,764,308	Multimodal
Mill St/Terminal Way	Reno-Tahoe International Airport to Lake St (downtown Reno)	Multimodal & Intersection improvements, add eastbound lane from Kietzke Ln to US 395	\$1,600,000	100%	\$1,713,960	12%	\$205,675	Multimodal
Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1 million per year	\$5,500,000	50%	\$2,945,869	12%	\$353,504	Multimodal
Pedestrian & Bicycle Facility Improvements	Spot improvements systemwide based on BPMP	\$1.28 million per year	\$6,400,000	50%	\$2,945,869	12%	\$353,504	Multimodal
Plumb Lane	Lakeside Drive to Kietzke Lane	Sidewalks and bike lanes	\$8,200,000	100%	\$6,855,840	12%	\$822,701	Multimodal
Sierra Street	California Ave to 9th St	Widen sidewalks & add bike lanes	\$4,400,000	91%	\$4,289,185	12%	\$514,702	Multimodal
South Virginia Street	E Patriot Blvd to Mt. Rose Hwy/Geiger Grade	Add sidewalks and bike lane, convert travel lane to bus/bike lane	\$18,000,000	100%	\$15,147,122	12%	\$1,817,655	Multimodal
South Virginia Street	South of Arrowcreek Pkwy to the I-580 interchange	Safety and multimodal improvements including traffic signal and median	\$5,000,000	100%	\$5,356,125	12%	\$642,735	Multimodal
Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$56,200,000	23%	\$10,876,522	100%	\$10,876,522	Capacity
Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$1,600,000	23%	\$394,211	100%	\$394,211	Capacity
Traffic Signals, ITS Operations & Intersections	Systemwide	\$2.6 million per year	\$14,100,000	50%	\$7,552,136	33%	\$2,492,205	Traffic
Traffic Signals, ITS Operations & Intersections	Systemwide	\$3.32 million per year	\$16,600,000	50%	\$7,552,136	33%	\$2,492,205	Traffic

**EXHIBIT D
SOUTH CAPITAL IMPROVEMENT PLAN**

Roadway	Limits	Description	RTP Cost	% South Service Area	South 2019 \$	South % RRIF Eligible	South \$	Notes
Vassar Street	Holcomb Avenue to Terminal Way	Bike lanes	\$4,300,000	100%	\$3,749,288	12%	\$449,915	Multimodal
Vine Street	Riverside Drive to University Terrace	Bike lanes	\$3,200,000	100%	\$2,678,063	12%	\$321,368	Multimodal
W 2nd Street (Reno)	Keystone Avenue to Galletti Way	Enhanced sidewalks, landscaping, bike lanes	\$10,500,000	100%	\$8,810,826	12%	\$1,057,299	Multimodal

Capacity Related RTP - South \$301,352,036 \$100,131,289 RRIF Eligible

Other Funding Sources \$228,584,992

RRIF Share \$72,767,044

VMT Growth by Service Area 232,352

\$/VMT for RRIF Share \$313.18

**EXHIBIT E
NORTH & SOUTH SERVICE AREAS
IMPACT FEE SCHEDULES**

REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$320.71/VMT)	VMT	Dollars (313.18/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14
Mini-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,8965.80
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00

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REGIONAL ROAD IMPACT FEE SCHEDULE

ATTACHMENT B

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$320.71/VMT)	VMT	Dollars (313.18/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14
Mini-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,895.80
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00

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REGIONAL ROAD IMPACT FEE SYSTEM

GENERAL ADMINISTRATIVE MANUAL

6TH EDITION



RTC Board Approved DATE

6th Edition Adopted DATE

TABLE OF CONTENTS

	<u>Page</u>
LIST OF EXHIBITS	v
DEFINITIONS	1
I. INTENT	6
II. ADMINISTRATIVE ORGANIZATION AND RESPONSIBILITY	6
A. Regional Transportation Commission	6
B. Participating Local Governments	7
III. IMPOSITION OF IMPACT FEES.....	8
A. Service Areas	8
B. CCFEA Benefit Districts	8
C. Feepayer.....	8
D. Payment Due	8
E. Determination of Fee	10
F. Expiration of Building Permits	11
IV. DETERMINATION OF FEE BASED ON FEE SCHEDULE	13
A. Land Use Classification	13
B. Units of Development.....	16
C. Mixed Use Development.....	16
D. Mixed Use Structures.....	16
E. Shell Permit	18
F. Change of Use.....	18
G. Auxiliary Uses	19
H. Facilities Constructed for Private Use	19
I. Relocation of Dwelling Unit.....	20
J. Model Homes.....	20
K. Mobile Homes.....	20
L. Supplemental Units/Mother-in-law Attached or Detached Dwellings	21
M. Recreational Vehicles (RV's)	21
N. Shopping Centers	21
O. Casino/Gaming	21
P. Houses of Worship	22
Q. Convenience Store with Gas Pumps	22

	<u>Page</u>
V. ADMINISTRATIVE DETERMINATION FEES.....	22
A. General.....	22
B. Methodology.....	23
C. Miscellaneous Land Use Types.....	24
D. Pre-Development Review Impact Fee Calculation.....	24
VI. INDEPENDENT FEE CALCULATION STUDY.....	24
A. Option to the Feepayer.....	24
B. Notice of Intent by Feepayer.....	24
C. Pre-Application Meeting.....	25
D. General.....	25
E. Sufficiency Determination.....	26
F. Notification of Feepayer and Appeal.....	26
G. Determination of Fee.....	26
H. Effective Date.....	26
I. Application for a Building Permit.....	26
J. Independent Fee Calculation Guidelines.....	27
VII. STUDIES TO ESTABLISH NEW/REDEFINED LAND USE CATEGORIES.....	30
A. Studies by the RTC RRIF Administrator.....	30
B. Studies by Others.....	30
VIII. REFUNDS.....	31
A. Expiration, Revocation, Surrender of Permit.....	31
B. Overpayment.....	31
C. Impact Fee Revenues Not Expended.....	32
D. Recalculation of Fees.....	32
E. Termination.....	33
F. Appeals.....	34
IX. EXEMPTIONS.....	34
A. Must Be Claimed by Feepayer.....	34
B. Total Exemptions.....	34
C. Exemption Based on Error.....	36
D. Determination and Appeals.....	37

	<u>Page</u>
X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5TH EDITION RRIF	
GAM/CIP UPDATE.....	37
A. General.....	37
B. Offset Agreement.....	38
C. Procedure ...	38
D. Application for RRIF Waivers.....	40
E. Offset Agreement Requirements ...	42
F. Calculation of Offsets... ..	43
XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5 th EDITION RRIF	
GAM/CIP UPDATE.....	44
A. Applicability.....	44
B. Intent.....	45
C. CCFEA Credit Usage	45
D. Expiration of Credit	46
E. Appeals.....	46
XII. APPEALS	46
A. Notice of Appeal	46
B. Review by the RTC RRIF Administrator.....	46
C. Review by the RRIF TAC.....	46
D. Review by RTC Board	47
XIII. USE OF FUNDS	47
A. Deposit in Trust Fund.....	47
B. Limitations on Expenditures.....	48
C. Impact Fee Service Areas.....	48
XIV. AMENDMENTS TO CIP	49
A. Biennial Consideration of New Capital Improvement Project.....	49
B. Procedure	49
C. Standard	50
D. Special Request For New Capital Improvement Project	50
XV. BIENNIAL REVIEW	50
XVI. ADOPTION AND AMENDMENTS.....	51

LIST OF EXHIBITS

	<u>Page</u>
EXHIBIT A – EXPANDED LIST OF LAND USES	52
EXHIBIT B – RRIF SERVICE AREAS	56
EXHIBIT C – CCFEA CREDIT BENEFIT DISTRICTS	57
EXHIBIT D – RRIF SCHEDULE	58
EXHIBIT E – RRIF EXEMPTION LIST	59
EXHIBIT F – RRIF TRAFFIC REPORT GUIDELINES	60
EXHIBIT G – NEVADA REVISED STATUTES: CHAPTER 278B ATTORNEY GENERAL OPINION NO. 97-29.....	66
EXHIBIT H – MIXED USE AND CHANGE OF USE WORKSHEETS.....	67

DEFINITIONS

Accessory Use: Accessory land uses are uses which are supplemental to and on a floor area basis that are less than 25% of the primary land use. The fee for the accessory use is based on the primary land use.

Auxiliary Use: Auxiliary land uses are uses which are secondary to the primary land use and are typically not measured in the same units as are used for fee assessment. For example, the unit of assessment for a golf course is per hole. A separate fee is not calculated for the golf course storage and maintenance buildings since they are an auxiliary use.

Building Gross Floor Area (GFA): The gross floor area of a building is the sum (in square feet) of the area of each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, store and offices that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (6 feet, 6 inches minimum) regardless of their use. Unroofed areas and unenclosed roof-over spaces, except those contained within the principal outside faces of exterior walls, should be excluded. Parking garages within the building should not be included within the GFA of the entire building.

Capital Contribution Front-Ending Agreement (CCFEA): An agreement, entered into prior to the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015), related to the third-party construction or dedication of qualified capital improvements.

Capital Improvement Plan (CIP): In accordance with NRS 278B.170, a description of the RRIF capital improvements necessitated by and attributable to new development, which are planned by the RTC to begin in the ten (10) year period following the adoption of the associated RRIF GAM/CIP.

Capital Improvements Advisory Committee: As defined by Nevada State Law, a committee of at least five members created to oversee the creation of and advise the local government regarding Land Use Assumptions and the Capital Improvements Plan (CIP). The Planning Commissions of each participating agency act collectively as the RRIF Capital Improvement Advisory Committee.

CCFEA Credit Benefit District: The benefit districts, within which CCFEA Credits were issued pursuant to a valid unexpired CCFEA, may be used and transferred, as provided by the provisions in this Manual and the Terms of applicable CCFEAs. The Northwest (NW), Northeast (NE), and South (S) CCFEA Credit Districts are shown in Exhibit C of this Manual.

CCFEA Credits: A substitute method of payment for assessed road impact fees used prior to the 5th Edition RRIF GAM/CIP (3/2/2015), which were denominated in terms of VMT. Credits were issued prior to the update pursuant to Capital Contribution Front-Ending Agreements (CCFEAs). The term "Credit," as used in this Manual, refers only to credits issued prior to the 5th Edition RRIF GAM/CIP and pursuant to a valid, unexpired CCFEA.

Certificate of Occupancy: A document issued by a building department certifying a building's compliance with applicable building codes, etc., and indicating it to be in a condition suitable for occupancy.

Developer of Record: The owner of the Development of Record for which regional road impact fees are paid, or to which an Offset Agreement is subject; or authorized agent. The Developer of Record includes any successors or assigns to an Offset Agreement.

Development of Record: The property on which a development is proposed and for which impact fees are assessed and imposed by a Participating Local Government.

Dwelling Unit: One or more rooms in a residential building or residential portion of a building which are arranged, designed, used, or intended for occupancy by an individual or a group of individuals, acting as a single housekeeping unit, and which include permanent provisions for living, sleeping, eating, cooking, and sanitary facilities reserved for the occupants thereof.

Feepayer: Any person who seeks to develop land located within one of the Service Areas, by applying to one of the Participating Local Governments for the issuance of a building permit, in order to make an improvement to land which will generate or attract additional traffic, and as such, is required to pay a regional road impact fee in the manner and amount set forth in this General Administrative Manual.

Interim RRIF Waivers: Interim RRIF Waivers may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur. Conditions for issuance of Interim RRIF Waivers shall be identified in the Offset Agreement.

Internal Use: A land use devoted entirely or partially to exclusive private use, which is internal to a particular development and has no off-site street impact.

Land Use Assumptions: As defined by NRS 278B, projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least 10 years, and in accordance with the master plan of the local government.

Local RRIF Administrator: An individual appointed by the City or County Manager within the jurisdiction of the Participating Local Government, to oversee the determination of appropriate regional road impact fees, the collection of the impact fees, the keeping of necessary records for such fee collections, the transmittal of the fees on a quarterly basis to the RTC RRIF Administrator, and the initial evaluation of requests for independent fee calculation studies, RRIF Waivers, and refunds to be referred to the RTC RRIF Administrator.

Mixed Use Development: Development that includes both residential and non-residential land uses.

Mixed Use Structure: A particular structure that includes accessory uses associated with the primary land uses. For example, in addition to the actual production of goods, manufacturing facilities may also have office, warehouse, research, and other associated functions.

Notice of RRIF Waiver: A notice issued by the RTC RRIF Administrator to the affected Participating Local Government indicating that the terms of an executed Offset Agreement have been met and authorizing a RRIF Waiver for regional road impact fees for parcels within the Development of Record which was the subject of the Offset Agreement.

Offered Improvement: A contribution, payment, construction, or land dedication of an Offset-Eligible Improvement that is offered for an offset against regional road impact fees.

Offset Agreement: An agreement entered into by the Developer of Record, the RTC Board, and the Governing Body of the Participating Local Government(s) within which an offered Offset-Eligible Improvement is proposed. The Offset Agreement must set forth the terms and conditions related to impact fee waivers for Offset-Eligible Improvements offered by the Developer of Record.

Offset-Eligible Costs: The approved costs as indicated in the RTC's Notice of RRIF Waiver to construct or provide Offset-Eligible Improvements.

Offset-Eligible Improvements: Non-site-related RRIF Capital Improvements.

Original CCFEA Credits: CCFEA Credits against assessed road impact fees awarded to a developer by the Regional Transportation Commission, which have not otherwise been transferred or assigned by the Developer of Record to whom such CCFEA credits were issued.

Participating Local Governments: The City of Reno, the City of Sparks, and Washoe County.

Percent New Trips: The percentage of trips to a land use that are Primary Trips.

Primary Trips: Trips to a land use for which that land use is the primary destination, as opposed to trips that stop at a land use on the way to another land use (pass-by trips), or trips that take a short diversion from the route to the primary destination (diverted-link trips).

Regional Road Impact Fee (RRIF): An impact fee assessed by Participating Local Governments, and used to fund RRIF Capital Improvements within the designated Service Areas.

Regional Transportation Commission (RTC): The commission formed by the Interlocal Cooperative Agreement to coordinate joint efforts of the Participating Local Governments to administer the RRIF program.

RRIF Capital Improvements: Capacity-adding improvements or expansions to the RRIF Network designated on the Capital Improvement Plan and appurtenances, traffic signals and other incidentals necessary for such facilities, including:

- (a) land, property, rights, and easements including the costs of acquisition or condemnation;
- (b) professional services associated with actual construction;
- (c) new road construction, including new through lanes, new turn lanes, and new bridges;
- (d) relocation of utilities to accommodate new road construction; and
- (e) in association with new road alignments, necessary drainage facilities, street lighting, traffic signalization, curbing, sidewalks, medians and shoulders, and bicycle and pedestrian facilities.

RRIF Interlocal Cooperative Agreement: An agreement among Participating Local Governments that provides for the adoption of this Manual by the RTC, and each Participating Local Government, which provides for the implementation of the RRIF program.

RRIF Network: The network of roads consisting of high (expressway), moderate (major arterial) and low (minor arterial) access control arterial roadways (excluding freeways), and freeway ramps determined by the RTC as regionally significant, and collector roads with a forecast volume of 14,000 annualized average daily trips at build-out, as identified in the most recent Capital Improvements Plan. New roadways proposed by a private development and not listed on the Capital Improvement Plan may be added to the RRIF Network coincident with or after the first two lanes are constructed and if it provides a significant connection between other regional roads or serves regional traffic in excess of the proposed development.

RRIF Ordinance: The ordinance prepared by the RTC and adopted, in generally the same form, by the Participating Local Governments to implement the RRIF program described in this Manual.

RRIF Waiver: A waiver of the payment of regional road impact fees in exchange for dedication of Offset-Eligible Improvements offered by the Developer of Record. RRIF Waivers will be denominated in dollars and land use based on the impact fee schedule in effect as of the date of approval of the Offset agreement.

RTC Board: The Board of the Regional Transportation Commission.

RTC RRIF Administrator: The individual named by the RTC Executive Director to direct the administration of the RRIF program.

Service Area: As defined by NRS 278B, the area within the boundaries of local government which is served directly and benefited by the capital improvement or facilities expansion as set forth in the Capital Improvements Plan. The Service Areas are depicted and include all lands within the boundaries shown in Exhibit B of this Manual.

Shell Permit: A building permit to construct the "shell" of a building. Remodeling permits would be issued later to finish construction of the interior of the structure.

Site-Related Improvements: Capital improvements and right-of-way dedications for direct access improvements to the Development of Record, including, but not limited to, (1) site driveways and streets, turn lanes into those driveways and streets, and/or traffic control measures for those driveways and/or non-regional roadways; and (2) frontage streets. Site-Related Improvements are not included in the CIP as obligations of the RTC.

Transferred CCFEA Credits: Unused CCFEA Credits which have been transferred by an Original Developer of Record to a party other than the Regional Transportation Commission. Upon transfer, Original CCFEA Credits become Transferred CCFEA Credits and are subject to usage as identified in this manual and the associated CCFEA Agreement.

Trip Generation Rate: The average number of trip ends generated during the afternoon peak hour of adjacent street traffic during a weekday per unit of measurement of the land use (e.g., dwelling unit, 1,000 square feet).

Trip Length: The average length in miles on the RRIF Network for all trips ending within the designated Service Area.

Trust Fund: An interest-bearing holding account for road impact fee collections.

Vehicle-Mile of Travel (VMT): A unit of travel demand consisting of a motor vehicle traveling for one mile.

REGIONAL ROAD IMPACT FEES GENERAL ADMINISTRATIVE MANUAL

I. INTENT

The following guidelines and procedures are established with the intent to provide guidance in the administration of the Regional Road Impact Fees Ordinance, hereinafter referred to as the Ordinance. This Manual elaborates upon the administrative directions contained in the Ordinance and is intended to be used in concert with them. The terminology used herein corresponds to the definitions of words or phrases as defined in the Ordinance. The Capital Improvements Plan and its associated manual outlines the methodology used in the development of the Regional Road Impact Fee.

II. ADMINISTRATIVE ORGANIZATION AND RESPONSIBILITY

Participating Local Governments have entered into an Interlocal Cooperative Agreement for the purpose of implementing the Regional Road Impact Fee program.

A. Regional Transportation Commission

The Interlocal Cooperation Agreement provides the Regional Transportation Commission (hereinafter "RTC") and its Board the task of coordinating the joint efforts of the Participating Local Governments in this effort and to coordinate the administration of the impact fee program. The RTC shall be responsible for the following:

1. To coordinate any updates to the Service Areas' Land Use Assumptions adopted by each of the Participating Local Governments.
2. To conduct a transportation study of the Service Areas prior to each update of the system, and propose any changes to the Capital Improvement Plan (CIP). Any proposed changes by the RTC shall be adopted by each of the Participating Local Governments.
3. To prepare any changes to the Regional Road Impact Fee Ordinance to implement the Service Areas' CIP. After its preparation by the RTC, any changes shall be adopted by each of the Participating Local Governments.
4. To expend impact fee funds on those projects selected by the RTC Board and approved by the RTC Board and Participating Local Governments through Interlocal Cooperative Agreements and included on the CIP.
5. To administer the Regional Road Impact Fee program established pursuant to this Ordinance and similar Ordinances adopted by the Participating Local Governments and the RTC's Policy for the Regional Transportation Commission Street and Highway Program.

The Executive Director of the RTC shall appoint an RTC RRIF Administrator who shall be responsible for the administration of the impact fee program. The RTC RRIF Administrator shall be responsible for the following:

- a. Administration of independent fee calculation studies, CCFEA Credits, RRIF Waivers and refunds.
 - b. Receipt of the regional road impact fees from the Participating Local Governments and deposit of these funds into an interest-bearing Trust Fund.
 - c. Administration of the expenditure of impact fee funds in the Trust Fund for projects on the CIP approved by the RTC Board.
 - d. Initiation of a review of the Service Areas' CIP and the Regional Road Impact Fee Ordinance, to determine whether any modifications need to be made to the program. This review will be submitted to the RTC Board and the Governing Bodies of the Participating Local Governments. Before any modifications to the CIP or the Ordinance are effective, such modifications shall be approved by each of the Governing Bodies of the Participating Local Governments.
6. To honor written agreements entered into by the Participating Local Governments prior to December 15, 1995, which granted credits under predecessor road fee systems.

B. Participating Local Governments

Participating Local Governments have the following responsibilities under the Interlocal Cooperative Agreement for the Regional Road Impact Fee program:

1. To adopt the Service Areas' Land Use Assumptions prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
2. To adopt the Capital Improvements Plan (hereinafter "CIP") prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
3. Adopt the RRIF Ordinance prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
4. To approve the Interlocal Cooperative Agreements for expenditure of impact fee funds prepared by the RTC, with any modifications

jointly agreed to by the other Participating Local Governments and to approve Offset Agreements within their respective jurisdictions.

5. To appoint a Local RRIF Administrator to oversee the determination of appropriate regional road impact fees, the collection of the impact fees, the keeping of necessary records of such fee collections, the transmittal of the fees on a quarterly basis to the RTC RRIF Administrator, and the initial evaluation of requests for independent fee calculation studies, RRIF Waivers, and refunds to be referred to the RTC RRIF Administrator.
6. To designate either the Planning Commission or other local board to serve as the Capital Improvements Advisory Committee.
7. To approve amendments to the Service Areas' CIP and the RRIF Ordinance prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
8. To monitor the use of RRIF Waivers against the RTC's Notice of RRIF Waiver pursuant to an executed Offset Agreement.

III. IMPOSITION OF IMPACT FEES

A. Service Areas

Regional road impact fees shall be imposed on all new development within the designated Service Areas. The Service Areas are illustrated in Exhibit B and designate the areas within which regional road impact fees are collected and spent.

B. CCFEA Benefit Districts

The CCFEA Benefit Districts are illustrated in Exhibit C and designate the areas within which CCFEA Credits may be used.

C. Feepayer

Any person who, after the effective date of the RRIF Ordinance, seeks to develop land located within a Service Area by applying to one of the Participating Local Governments for the issuance of a building permit, in order to make an improvement to land, which will generate or attract additional traffic, shall be required to pay a regional road impact fee in the manner and amount set forth in this Manual (See Section IX of this Manual for a discussion of exemptions to the imposition of this fee).

D. Payment Due

1. General. The impact fee shall be paid at the time of issuance of a building permit or Certificate of Occupancy, as approved by the Participating Local Government. In the case of mobile home pads,

payment shall be made prior to the issuance of a pad permit. Any activity requiring payment of a regional road impact fee, may be made by personal check, cashier's check, or money order made payable to the Participating Local Government. Payment shall be made at the office of the Participating Local Government where building permits are issued and shall not be received prior to the time of issuance of a building permit.

2. Invalid Payment. In the event the payment of regional road impact fees subsequently proves to be invalid due to insufficient funds, the following action shall be taken:

a. Building permits, for which the payment of impact fees subsequently proves to be invalid due to insufficient funds, shall be declared to be revoked. In such case, a stop-work order shall be placed on the site or building for which the building permit has been declared invalid.

b. The Local RRIF Administrator shall, within 30 days of detection of invalid payment, notify the feepayer, the contractor, and the property owner by certified mail, return receipt requested, that,

(1) the impact fee amount is due by valid payment immediately upon receipt of said letter,

(2) the stop-work order shall remain in effect until valid payment of the impact fee is made,

(3) if construction has been completed prior to detection of invalid payment of impact fees, no Final Inspection will be performed and no Certificate of Occupancy will be issued until valid payment of the impact fee is made,

(4) the amount due shall be the amount of the impact fee plus the amount charged by the bank for the dishonored payment, plus a service charge of \$25.00.

3. Underpayment of Fee Based on Error or Misrepresentation. If it is determined that the impact fee has been calculated and paid based on error, then the fee shall be recalculated based on the fee schedule in effect at the time the impact fee was paid. If the impact fee is recalculated pursuant to this section, is greater than that paid, and additional fees should be collected, then the following action shall be taken:

a. The Local RRIF Administrator shall, within 30 days of detection of payment made based on error, cause a "correction notice" to be issued and notify the feepayer, the

contractor, and the property owner by certified mail, return receipt requested, that,

- (1) an additional impact fee amount is due by valid payment within 30 days of receipt of said letter,
- (2) if the fee is not paid within 30 days of the receipt of said letter, the Participating Local Government may pursue collection through liens or other local procedures used to collect fees.

- b. If a fee is owed, no permits of any type may be issued for the building or structure in question, or for any other part of a development of which the building or structure in question is a part, while the fee remains unpaid.
- c. If the fee is not paid by the original feepayer within 30 days of the date of the letter, the Local RRIF Administrator will pursue payment of additional fees owed from the current property owner. The Participating Local Government will not be responsible for resolving disputes for payment of additional fees which may arise between an original feepayer and the current property owner.

4. Overpayment of Fee Based on Error. If it is determined that the impact fee has been calculated and paid based on error, then the fee shall be recalculated. If the impact fee re-calculated pursuant to this section is less than that paid, then the following action shall be taken:

- a. The Local RRIF Administrator shall, within 30 days of detection of payment made based on error, notify the original feepayer by certified mail, return receipt requested, that the feepayer is entitled to a refund.
- b. The feepayer shall submit a written request for refund to the Local RRIF Administrator within 30 days of the date of the refund notice letter.
- c. Following receipt of a written request for a refund, any difference in favor of the feepayer shall be refunded, without interest, to the feepayer.

E. Determination of Fee

1. General. The amount of the impact fee shall be determined by the Local RRIF Administrator, based on the fee schedule in Exhibit D of this Manual as of the date of the payment of the impact fee, whether payment is made at the time of issuance of the building permit or the Certificate of Occupancy. Impact fee payments cannot be made and

will not be received by the Local RRIF Administrator prior to the date of issuance of a building permit. The calculation of exemptions, refunds, and RRIF Waivers and the determination of the net impact fee shall also be the responsibility of the Local RRIF Administrator and the RTC RRIF Administrator, as hereinafter identified.

2. Payment of Impact Fees with RRIF Waivers or CCFEA Credits:

- a. RRIF Waivers. Impact fees may be waived if the RTC RRIF Administrator has issued a Notice of RRIF Waiver to the affected Participating Local Government, pursuant to a valid, unexpired Offset Agreement, in accordance with the provisions of Section X, Impact Fee Offsets Requested After the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015).

In the event, payment of impact fees were made in cash where RRIF Waivers were available, the feepayer shall submit a written request to the Local RRIF Administrator within 90 days from the date of payment. If approved, the feepayer shall submit proof of payment by RRIF Waiver to the Local RRIF Administrator prior to receiving the cash refund. All reimbursements will be handled through the Participating Local Government.

- b. CCFEA Credits. Impact fees may be paid with CCFEA Credits pursuant to Section XI, Unexpired Credits Approved Prior to the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015).

F. Expiration of Building Permits

1. If, following payment of impact fees, a building permit, mobile home set-up permit, or recreational vehicle park building permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced, then the feepayer shall be entitled to a refund, without interest, of the full amount of the impact fee which was paid as a condition for issuance of the building permit.

- a. The feepayer shall submit a written request for such a refund to the Local RRIF Administrator within 30 days of the expiration, revocation, or surrender of the permit.

- b. In the case of an expired, revoked, or voluntarily surrendered permit that was obtained in whole or in part by the use of RRIF Waivers or CCFEA Credits issued pursuant to an Offset Agreement or CCFEA, the entire fee may be refunded only if a written request is made to the RTC RRIF Administrator

within 30 days of the expiration, revocation, or surrender of the building permit. The refund will be in the same proportion (cash vs. RRIF Waiver vs CCFEA Credit) as the original payment. For refunds related to a RRIF Waiver, the RTC will notify the affected Participating Local Government to adjust the remaining RRIF Waiver balance associated with the Development of Record.

2. If a refund is made, the feepayer must pay the appropriate impact fee if he reapplies for the permit.
3. If a permit expires and no refund has been issued, a feepayer will not have to pay the fee again if he reapplies for the permit for the same land use of the same lot, parcel, or tract and the impact fee for that land use has not changed.
 - a. If the impact fee for the particular land use has increased between the time of original and new building permit, the feepayer shall pay the difference at the time of re-application. If the impact fee for the particular land use has decreased between the time of original and new building permit, the feepayer shall be entitled to a refund of the difference at the time of re-application.
 - b. A refund for previous payment of an impact fee must be requested by the feepayer. Any exemption, credit, or refund not so requested prior to or at the time of re-application shall be deemed waived by the fee payer.
 - c. If the impact fee was paid in total or in part with RRIF Waivers, that portion paid with the RRIF Waiver is subject to the terms and conditions of the Offset Agreement related to the RRIF Waivers.
4. A refund of the impact fee shall not be granted if the building permit expires, but construction has commenced, i.e., the foundation inspection for the structure has been passed. In this case, the feepayer will not have to pay an impact fee if he re-applies for a building permit, except in the case where the impact fee has increased between the time of original and new building permit. In any case of re-application, the provisions of Section IV.F., Change of Use, shall apply.
5. If impact fees were not paid at the time of the building permit, no fees shall be due if, a building permit, mobile home set-up permit, or recreational vehicle park building permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced.

IV. DETERMINATION OF FEE BASED ON FEE SCHEDULE

At the option of the fee payer, the amount of the fee can be determined using the provisions of this Section in conjunction with the RRIF schedule, which is attached to this Manual as Exhibit D.

A. Land Use Classification

The Local RRIF Administrator will classify the proposed use into one or more of the land use categories included in Exhibit D, based on the following guidelines.

1. Land Use Definitions. The general land use categories included in the fee schedule (Exhibit D) are defined as follows:

a. Residential

Single-Family. A single-family dwelling unit located on a single lot, including duplexes, condominiums, and townhouses.

Multi-Family. Residential properties with three or more housing units.

b. Industrial

General Light Industry. An industrial establishment that usually employs fewer than 500 persons and has an emphasis on activities other than manufacturing. Typical light industrial activities include printing plants, material testing, assembly of data processing equipment, and power stations.

Manufacturing. A site where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally also have office, warehouse, research, and associated functions.

Warehouse. An establishment primarily devoted to the storage of materials, which also may include office and maintenance areas.

Mini-Warehouse. A building in which a storage unit or vault is rented for the storage of goods. Each unit is physically separated from other units and access is usually provided through an overhead door or other common access point. They are typically referred to as "self-storage" facilities.

c. Commercial

General Commercial. A shopping center or an individual free-standing store selling general or specialty merchandise. See Section IV.N. for additional information on calculating shopping center fees.

Eating/Drinking Places. Buildings or tenant spaces containing eating or drinking establishments.

Casino/Gaming. An establishment which provides non-restricted gaming operations.

d. Office & Other Services

Day Care Center. A facility where care for pre-school aged children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Some centers also provide after-school care for children.

Schools. (see Note 1 & 2 below*) – An educational facility that serves students including Elementary, Middle School, High School, College/University and Technical Trade Schools.

***Note 1.** In accordance with amendments made to NRS 278B, property owned by a public school district is exempt from paying impact fees. However, schools or private uses housed within public school district facilities are not exempt from impact fees. See Exhibit G for details.

****Note 2.** The Attorney General of the State of Nevada has issued an opinion that the State University System is exempt from local impact fees. Private universities, colleges, etc. are subject to impact fees. See Exhibit G for details.

Hospital. Any institution where medical or surgical care and overnight accommodations are provided to non-ambulatory and ambulatory patients. Does not refer to medical clinics or nursing homes.

General Office. A building or tenant spaces where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services, insurance companies, investment brokers, and tenant services such as a bank or savings and loan.

Medical-Dental Office Building. A facility that provides diagnoses and outpatient care on a routine basis, but which is unable to provide prolonged in-house medical/surgical care. This type of building is generally operated by multiple private physicians or dentists with high volume patient activity.

Nursing Home. A facility whose primary function is to care for persons who are unable to care for themselves. Examples of such facilities include rest homes, chronic care, and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites. Nursing homes are occupied by residents who do little or no driving; traffic is primarily generated by employees, visitors and deliveries. Senior assisted living housing also fall under this category and typically provides general protective oversight or assistance with activities necessary for independent living to mentally or physically limited persons. Services would include dining, housekeeping, social and physical activities, and transportation.

Lodging. A building or any part thereof, kept, used as, maintained as, or advertised as, or held out to the public to be a place where sleeping accommodations are furnished to the public whether with or without meals and furnishing accommodations for periods of less than one month.

Regional Recreational Facilities. Regionally significant recreational facilities, including but not limited to ball fields, boating or swimming facilities, campsites or other indoor/outdoor recreational uses.

2. Expanded Use Listing. An expanded list of specific land uses is provided with Exhibit A. This list will be used by the Local RRIF Administration in conjunction with the above definitions to assign a specific land use to one of the land use categories in the fee schedule (Exhibit D).
3. North American Industry Classification System (NAICS). In the event that the classification established by this Manual is unclear, the NAICS Manual, as published by the Department of Commerce, Bureau of Census, latest edition, shall be used as the final authority.
4. Alternative Methods. If it is determined that there is no comparable type of land use in the fee schedule (Exhibit D) or Exhibit A, the fee shall be determined administratively as described in Section V of this Manual. If a feepayer opts not to have the impact fee determined according to the fee schedule or determined administratively, then

the feepayer shall prepare and submit an independent fee calculation study in accordance with Section VI of this Manual.

B. Units of Development

Once a proposed development has been classified into one or more of the general land use categories included in the fee schedule, the fee shall be determined by multiplying the fee per unit of development for each land use category by the number of proposed development units.

C. Mixed Use Development

If a parcel or development includes both residential and non-residential land uses, the impact fees are assessed for each use based on the fee schedule (Exhibit D) and the results aggregated. In some cases, feepayers may suggest that the total impact fee should be reduced to account for internal trips between residential and non-residential land uses. There are no provisions in this Manual for such a reduction. However, the feepayer has the option of completing an Independent Fee Calculation Study in accordance with Section VI of this Manual.

D. Mixed Use Structures

1. In many instances, a particular structure or structures may include accessory uses associated with the primary land use. For example, in addition to the actual production of goods, manufacturing facilities may also have office, warehouse, research, and other associated functions. The impact fee shall be assessed based on the primary land use, as determined by the Local RRIF Administrator.
2. To be considered an accessory land use in a mixed use structure or structures, a land use must satisfy two conditions: The principle function of each accessory land use must be to support the primary land use and it must be 25% (see note 3 below) or less of the gross floor area (GFA) of the primary land use. The feepayer shall certify in writing to the Local RRIF Administrator that the principle function of any land use claimed as an accessory land use is to support a primary land use and, further, identify the supported primary land use. Any use, which does not meet both these criteria, regardless of size, shall be considered a primary land use and the fee calculated accordingly. For example, a feepayer with a 10,000 square foot structure certifies that the primary land use is 8,000 square feet (SF) of manufacturing with functions, principally in support of the manufacturing use, consisting of 1,000 SF (12.5%) of warehouse, and 1,000 SF (12.5%) of office. Since the warehouse and office uses have been certified to be principally in support of the primary land use and each supportive function is less than 25% of the primary land use GFA, they are legitimate accessory uses. The fee for the

entire 10,000 square foot structure is therefore based on the primary land use rate for manufacturing.

3. If any use, which supports the primary land use, is greater than 25% of the GFA of the primary land use, it becomes an additional primary land use. Therefore, a mixed-use structure may have more than one primary land use. The impact fees are then assessed for each primary land use based on the fee schedule (Exhibit D) and the results aggregated. Accessory land uses to the primary land uses are treated as noted in Section IV.D.2. For example, a feepayer with a 10,000 square foot structure certifies that the primary land use is 6,000 SF of manufacturing, with supportive functions of 3,000 SF (50%) of warehouse, and 1,000 SF (16.7%) of office. Since the warehouse use is greater than 25% of the GFA of the manufacturing use, it becomes an additional primary land use. The fee is therefore based on the two primary land use rates: 7,000 SF at the manufacturing rate (6,000 manufacturing + 1,000 office) plus 3,000 SF at the warehouse rate.
4. In the case of a mixed-use structure with more than one primary land use, the impact fees are assessed for each primary land use based on the fee schedule (Exhibit D) and the results aggregated. For example, a feepayer with a 10,000 square foot structure certifies that there are two primary land uses, namely, 8,000 SF of general office and 2,000 SF of daycare that is unrelated to the office operation. The general office primary land use is further broken down to 7,000 SF of general office use and a supportive function of 1,000 SF (14%) of warehouse. The fee would then be based on the primary land use rates of 8,000 SF at the general office rate plus 2,000 SF at the daycare rate. If the supporting warehouse function to the general office had been greater than 25% of the general office GFA, the warehouse function would become an additional primary land use. In the above example, if the warehouse area had been 2,000 SF (33%), the fee would then be based on three primary land use rates of 6,000 SF at the general office rate, plus 2,000 SF at the warehouse rate, plus 2,000 SF at the daycare rate.

Note: see Exhibit H for blank worksheets

5. In all cases, the burden shall be on the feepayer to provide written certification to the satisfaction of the Local RRIF Administrator of the breakdown of the primary land uses and any supportive accessory uses in percent and GFA.

Note: 25% is based on the International Building Code, Current Edition

E. Shell Permit

Developers will often apply for a building permit to construct the "shell" of a building. Remodeling permits would be issued later to finish construction of the interior of the structure. The impact fee shall be paid prior to the issuance of the building permit for construction of the shell or prior to the Certificate of Occupancy, as approved by the Local Participating Government. The amount of the fee shall be based on the intended land use as described by the developer. If the intended land use is not known, and in the absence of a contract or lease stating what the use will be, the impact fees shall be assessed based on the land use allowed under the existing zoning for the lot or parcel which generates the least traffic impact as determined by the Local RRIF Administrator. If it is found during review of the application for a remodeling permit that the actual land use differs from the intended land use as described by the developer, a determination shall be made as to whether or not an additional impact fee is due based on the procedures for Change of Use, Section IV.F. If so, the additional impact fee shall be paid prior to the issuance of a remodeling permit for the completion of the building.

F. Change of Use

1. In the case of a change of use, redevelopment, or modification of a previous land use, which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fee for the new use as compared to the previous use. The amount of the impact fee is due as a result of the change in land use shall be determined and paid at the time that the feepayer applies for the building permit.
2. Previous land use shall be the most recent lawful land use physically existing and active on the property. The feepayer shall furnish documentation required by the Local RRIF Administrator to determine the most recent previous use, including any gaps in time when there was no use. In the absence of satisfactory documentation, the Local RRIF Administrator shall treat the parcel as vacant land.
3. The burden shall be on the feepayer to provide written certification to the satisfaction of the Local RRIF Administrator of the breakdown of the primary land uses and any supportive accessory uses in percent and GFA of the existing and the proposed changes to the land use. For example, an existing 10,000 square foot manufacturing structure, as certified by the feepayer, consists of 8,000 SF of manufacturing and supportive functions of 1,500 SF (18.8%) warehouse and 500 SF (6.3%) office. The proposed changes to this 10,000 square foot structure, as certified by the feepayer, will result in 7,500 SF of manufacturing and supportive functions of 1,800 SF

(24.6%) of warehouse and 700 SF (9.3%) office. With these changes, the accessory uses still remain below the 25% threshold as stated in Section IV.D., Mixed Use Structures. In this case, no fee will be charged. If the entire incremental change had been in the warehouse use (i.e. 7,500 SF of manufacturing, 2,000 SF of warehouse, and 500 SF of office), the warehouse use would become an additional primary land use since the warehouse use is now greater than 25% as stated in Section IV.D., Mixed Use Structures. The fee is now based on 8,000 SF at the manufacturing rate plus 2,000 SF at the warehouse rate. If the new fee is greater than the original fee, a fee is charged for the difference between the new fee and the original fee. If the new fee is less than the original fee, no fee is charged. Under no circumstances will a refund of impact fees be granted for a change in use.

Note: see Exhibit H for blank worksheets

4. The Local RRIF Administrator shall calculate the impact fee due to a change in use. The Local RRIF Administrator shall be guided in the determination of the fee by the sources listed in Section IV.A. above. Under no circumstances will a refund of the impact fee be granted for change of use.

G. Auxiliary Uses

Auxiliary land uses are uses which are secondary to the primary land use and are typically not measured in the same units as are used for fee assessment. For example, an apartment complex where the unit of assessment would be per dwelling which has a clubhouse for use of the tenants. The club house would be an auxiliary use and would generally not be assessed a separate impact fee unless it can be established by the Local RRIF Administrator that the auxiliary land use serves as an individual attraction. However, structures that meet the definition of a "dwelling" are not exempted as auxiliary uses.

H. Facilities Constructed for Private Use

For land uses limited exclusively to private use, which are internal to a particular development and for the exclusive use of residents within the development or their guests, and which, therefore have no off-site street impact, e.g., private clubhouse or dining facilities built as part of a planned development, no impact fee will be charged if the following conditions are met:

1. The final approval, which identifies the facility, include a condition of approval limiting the facility exclusively to private on-site use.

2. There exists sufficient authority and documentation that authorizes the Local RRIF Administrator to revoke the Certificate of Occupancy for the building or structure in question.
3. There exists sufficient authority and documentation which authorizes the Local RRIF Administrator to withhold all permits of all types on any and all phases of the development of which the building or structure is a part of until the correct impact fees are paid for public use of the facility, if public use occurs in violation of the condition.
4. In addition to the above, the Local RRIF Administrator is authorized to proceed with the actions and sanctions delineated in Section III.B.3., Underpayment of Fee Based on Error or Misrepresentation, of this Manual, if public use occurs in violation of the condition.

For land uses that are partially limited to private use internal to a particular development, only the portion of the facility devoted to public use will be assessed an impact fee, if the final approval contains the same conditions listed in paragraphs 1-4 above, which identify and restrict part of the facility to exclusive private use and grants similar authorization to the Local RRIF Administrator if public use occurs in violation of the condition.

I. Relocation of Dwelling Unit

Impact fees shall be assessed for structures or mobile homes moved from one location to another, unless the structure or unit being moved is a replacement of an equivalent use at the new location (for further discussion of equivalent uses, see also Section IX, Exemptions). If the structure or mobile home so moved is replaced by an equivalent use at the old location, no impact fee shall be due for the replacement use. In every case, the burden of proving past payment of impact fees, exemption or equivalency of use rests with the feepayer.

J. Model Homes

Single-family model homes constructed on single-family lots shall pay the impact fee for a single-family dwelling unit as shown on the fee schedule (Exhibit D). Multi-family models shall pay the multi-family rate.

K. Mobile Homes

The appropriate impact fee for the set-up of a mobile home residence must be paid prior to the issuance of the requested permit. An exemption will be granted if it can be documented that an impact fee has been paid previously for a mobile home set-up on the same lot, parcel, or space. Documentation to be used by the Local RRIF Administrator may include utility bills for the period of time in question, the tax rolls or other such records deemed appropriate by the Local RRIF Administrator. Fee will be based on the single family dwelling.

L. Supplemental Units/Mother-in-law Attached or Detached Dwellings

The impact fees for supplemental (mother-in-law) units, attached or detached to a single family detached dwelling unit, are assessed at the multi-family rate in addition to the single family rate, as determined by the Local RRIF Administrator.

M. Recreational Vehicles (RV's)

The provision of an RV site will be assessed an impact fee at the Lodging (Per Room) rate in the fee schedule (Exhibit D). No impact fees shall be assessed for "move in" of a recreational vehicle in an RV park that has already paid a regional road impact fee.

N. Shopping Centers

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. Impact fees shall be assessed on their gross leasable area.

O. Casino/Gaming

Impact fees for new gaming/resort development will be determined based upon the number of hotel rooms and RV spaces, and the appropriate rates for these uses. Separate fees for the gaming area or the typical gaming/resort amenities such as restaurants, incidental retail shopping, entertainment facilities, etc. shall not be charged.

For an existing casino/resort development, the impact fees for adding additional rooms will be assessed at the hotel/motel rate. The impact fees for adding additional gaming/casino floor area with no additional rooms will be assessed at the casino gaming area rate. The impact fees for adding additional gaming/casino floor area and rooms will be assessed at either the casino gaming area rate or the hotel/motel rate whichever produces the higher of the two impact fees.

A feepayer may request the Local RRIF Administrator or RTC RRIF Administrator to treat a new or an expansion of an existing casino/resort development as a phased project.

A phased project is considered to be a project where multiple building permits will be applied for over a period not to exceed five (5) years within the development area. Impact fees will be assessed as indicated in the previous paragraph except the impact fee calculation will combine any previous building permits issued with each new building permit applied for within the five (5) year period. Any impact fees collected on previous building permits will be subtracted from the new impact fee calculation. A credit for a previous payment of an impact fee for a phased project must be

requested by the feepayer. Any credit not requested prior to or at the time of the application for a building permit shall be deemed waived by the feepayer. It shall be the feepayer's responsibility to furnish, as required by the Local or RTC RRIF Administrator, all information necessary to validate the phased project.

For example, a feepayer may propose a phased project to expand the casino gaming area in the first year with the intention to expand rooms one (1) year later. A \$100,000 impact fee is assessed for the additional gaming/casino floor area at the casino gaming area rate for the first building permit. For the expansion of the rooms a year later, a re-assessed \$500,000 impact fee (based on the current fee schedule) is calculated for the additional rooms at the hotel/motel rate. The impact fee for the additional rooms would be \$500,000 - \$100,000 previously collected = \$400,000.

Other traffic generating land uses of a type or magnitude that are not typically associated with casino/resort development will be charged impact fees, in addition to the room or casino gaming area based fees.

P. Houses of Worship

A building providing public worship services and generally housing an assembly hall or sanctuary, meeting rooms, classrooms and occasionally dining, catering, or party facilities. Fees to be assessed on the Office space. If applicable, an additional fee will be assessed for school and/or daycare areas.

Q. Convenience Store with Gas Pumps

Impact fees are assessed based on the total square footage of the convenience store building plus the area covered by the canopy for the gas pumps.

V. ADMINISTRATIVE DETERMINATION OF FEES

A. General

Impact fees shall be assessed in accordance with the land use type in the fee schedule adopted in this Manual at the time of impact fee payment. If it is determined that there is no comparable type of land use in the fee schedule, then the Local RRIF Administrator shall determine the fee based on the guidelines of this Section. If the feepayer disagrees with the impact fee determined administratively (or based on the fee schedules in this Manual), the feepayer may prepare an independent fee calculation study in accordance with Section VI of this Manual.

B. Methodology

If it is determined that there is no comparable type of land use in the fee schedule, then the Local Administrator shall determine the fee by:

1. Determining the Most Comparable Use. If the type of development activity is not specified in the fee schedule (Exhibit D) or in Exhibit A, the Local RRIF Administrator shall determine the fee on the basis of the fee schedule applicable to the most nearly comparable type of land use. The Local RRIF Administrator shall be guided in the selection of a comparable type by the reports titled:
 - a. Trip Generation – An Informational Report and Trip Generation Handbook (latest edition), prepared by the Institute of Transportation Engineers (ITE).
 - b. Articles or reports appearing in the ITE Journal as deemed acceptable by the Local RRIF Administrator.
 - c. Studies or reports done by or for the U.S. Department of Transportation, Nevada Department of Transportation, Regional Transportation Commission, Cities of Reno or Sparks, or Washoe County and deemed acceptable by the Local RRIF Administrator.

These sources should also be used when possible to determine other relevant traffic parameters to the fee calculation (i.e., trip length, percent new trips). In the event that those parameters are not available, the parameters identified in the fee schedule, applicable to the most nearly comparable type of land use should be used; and

Applying the formula:

$$\text{IMPACT FEE/UNIT} = \text{VMT/Unit} \times \text{NC}$$

$$\text{VMT/UNIT} = \text{ADT/Unit} \times \text{A} \times \text{B} \times \text{C}$$

Where:

ADT/Unit = Average number of trips generated per unit of development on a weekday

A = Trip Adjustment (%)

B = Trip Length Weight Factor (%)

C = Average Trip Length (Miles)

VMT/Unit = Vehicle-Miles of Travel per unit of development

NC= Net Cost per VMT. For the purposes of this formula, use the current net cost per VMT by Service Area as identified in the RRIF CIP.

C. Miscellaneous Land Uses Types

The Local RRIF Administrator shall maintain a list of the fees determined administratively for miscellaneous land use types. Exhibit I contains a list of the fees previously determined administratively that will be updated periodically as new fees are determined.

D. Pre-Development Review Impact Fee Calculation

Any person contemplating establishing a traffic-generating land development activity may request a preliminary determination of the impact fees due from such development. A person requesting a pre-development review impact fee calculation shall submit to the Local RRIF Administrator or the RTC RRIF Administrator the pertinent information identified by the Local RRIF Administrator or the RTC RRIF Administrator. Using the information regarding the proposed project as submitted, the Local RRIF Administrator or the RTC RRIF Administrator will provide, within 15 days of the date of submittal, a preliminary calculation of the impact fees due for the proposed project.

VI. INDEPENDENT FEE CALCULATION STUDY

A. Option to the Feepayer

If a feepayer shall opt not to have the impact fee determined according to the fee schedule in Section IV or determined administratively per Section V, then the feepayer shall prepare and submit an independent fee calculation study in accordance with this Section. The utilization of this option by the feepayer shall not exempt the feepayer from paying the impact fee prior to the issuance of a building permit, mobile home set-up permit, or recreational vehicle building permit.

B. Notice of Intent by Feepayer

The feepayer shall inform the RTC RRIF Administrator in writing of his/her intent to utilize an independent fee calculation study submitted with a fee of \$500, which is non-refundable and does not go toward RRIF, for administrative costs associated with the review and decision on such study. The Notice of Intent shall include the basis for opting to do an independent fee calculation study. The RTC RRIF Administrator shall then schedule a

pre-application meeting with the applicant and the Local RRIF Administrator.

C. Pre-Application Meeting

Before beginning the independent fee calculation study, the feepayer or its designated representative shall attend a pre-application meeting with the RTC RRIF Administrator and the Local RRIF Administrator. The purpose of the pre-application meeting will be to discuss the procedures of the independent fee calculation study, the methodology to be employed, and the standards to be met.

Results, conclusions, and agreements reached at the pre-application meeting regarding the scope of the study, methodology, required forms or documentation, or procedures, which may not constitute a waiver of Manual provisions, shall be placed in writing by the RTC RRIF Administrator, and a copy of this memorandum shall be sent to the applicant. The applicant shall acknowledge receipt and acceptance of this memorandum, in writing, to the RTC RRIF Administrator. By accepting this memorandum, the applicant is obligated to turn over the completed study to the RTC RRIF Administrator prior to payment of the impact fee. Further, the applicant is obligated to abide by the findings of the study, **even if it results in the need to pay a greater fee than that which would have been paid had the fee been determined under the provisions of Section IV.**

D. General

1. The purpose of the independent fee calculation study is to measure the impact of the development in question on the RRIF Capital Improvements included in the CIP. The fee computed for the development in question under the independent fee calculation study provisions is not intended to apply to other developments of the same use.
2. The independent fee calculation study shall follow the methodologies and formats which are agreed upon during the pre-application meeting and in accordance with any documentation or methodology required by this Manual.
3. The independent fee calculation study shall be prepared and presented by qualified, registered, and professional engineers with experience in traffic engineering. The methodology shall be consistent with best professional practice and support the central claim of the study. The study shall provide all necessary supporting documentation and information. Failure to adhere to best professional standards is a basis for rejection of the study. The applicant's submission shall certify that the study complies with best professional practices and this attestation shall be sealed.

4. The applicant shall submit the study to the RTC RRIF Administrator, at which time a 30-day review period shall begin.

E. Sufficiency Determination

1. The RTC RRIF Administrator, after consultation with the Local RRIF Administrator, will review the independent fee calculation study for sufficiency, methodology, technical accuracy, and findings. The RTC RRIF Administrator shall have 30 days to inform the applicant, in writing, of any deficiencies or defects in the study, or to find the study complete and competent.
2. If the applicant does not respond to the RTC RRIF Administrator regarding the finding of deficiency within 30 days of receipt of the notice, the RTC RRIF Administrator will consider the independent fee calculation study to be invalid.
3. The 30-day sufficiency review shall begin when the submission is received and date stamped by the RTC RRIF Administrator. If the study is found to be deficient, the 30-day time period shall begin again with the submission of a new or modified study.

F. Notification of Feepayer and Appeal

Within 30 days of submittal of the independent fee calculation study, the RTC RRIF Administrator shall notify the feepayer in writing of the acceptance, conditional acceptance, or rejection of the study. If the feepayer disagrees with the findings of the RTC RRIF Administrator, the feepayer may appeal the decision (see Section XI).

G. Determination of Fee

The determination of the amount of the impact fee shall be made by the RTC RRIF Administrator. If the study is approved, the impact fee will be determined on the basis of the study findings; if the study is denied, the impact fee will be determined using the established fee schedule.

H. Effective Date

The date at which the independent fee calculation study is approved by the RTC RRIF Administrator, or 30 days after submission of there is no finding, shall be the effective date for any fees established pursuant to an independent fee calculation study.

I. Application for a Building Permit

It shall be the responsibility of the feepayer, at the time of application for a permit, to submit a claim including supporting documentation for modified impact fees resulting from an approved independent fee calculation study.

J. Independent Fee Calculation Guidelines

The impact fee structure identified in the RRIF program was established based on average travel characteristics for land uses within Washoe County. While those characteristics and resultant impact fees were based on the best available data and sound engineering practices, it is recognized that individuals may desire to conduct independent surveys of their project's trip generation, trip length, and percent new trips and recalculate their particular impact fee per unit of development. All of the following variable inputs to the impact fee formula set forth in Section V.B must be included in any independent fee calculation study unless it is mutually agreeable between the RTC RRIF Administrator and the feepayer to use established parameters as summarized in the fee schedule.

1. Trip Generation Rate Studies. The trip generation rates used in the calculation of the regional road impact fees are identified in the fee schedule (Exhibit D). However, feepayers conducting an independent fee calculation study shall be permitted to conduct local, independent surveys of trip generation rates to confirm or contradict the rates identified in the fee schedule or to establish rates for land uses not identified in the schedule.

The methodology for conducting an independent survey of trip generation rates is summarized as follows:

- a. A minimum of three (3) sites for the land use in question should be selected. The selected sites should be single-use sites with exclusive driveways.
- b. The site inventory and sites proposed for the survey shall be reviewed by the RTC RRIF Administrator, who will be responsible for the approval of the sites to be surveyed prior to initiation of the survey.
- c. Two-way, 24-hour counts must be made for all driveways for three consecutive weekdays with counts recorded hourly, except during the peak periods of 7:00 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m.; and 4:00 p.m. to 6:00 p.m. during which periods counts shall be recorded at fifteen (15) minute intervals.
- d. Equipment at each site should be checked periodically to ensure a proper count. No count should be conducted during a special event traffic day. Equipment failure or inclement weather should be grounds for aborting the count. If machine recordings are made, the original tapes must be submitted.
- e. The trip generation data and generation rate shall be summarized and calculated in a report. Trip generation rates

shall be calculated using the same unit basis (i.e., dwelling units, gross floor area, etc.) by use as identified in Exhibit D of this Manual. All calculations and assumptions, such as seasonal adjustments, shall be clearly reported and documented.

- f. All traffic counts and analyses shall be conducted by a qualified, state of Nevada registered professional engineer with experience in traffic engineering.
2. Trip Length Studies: Alternative trip length data shall be based upon origin/destination and trip purpose studies conducted at land uses the same as or comparable to the proposed land development activity. As with the trip generation studies, the following conditions shall be met:
- a. A minimum of three sites for the land use in question should be surveyed for three (3) consecutive weekdays.
 - b. The site inventory, sites proposed for the surveys, and the detailed survey methodology shall be reviewed and approved by the RTC RRIF Administrator prior to the initiation of the survey.
 - c. At a minimum, the following data must be obtained:
 - (1) Trip origin by location (major street intersection, landmark);
 - (2) Trip destination by location (major street intersection, landmark); and
 - (3) Primary trip purpose.
 - d. The origin/destination and trip purpose data should be coded and summarized using the summary report form provided by the RTC RRIF Administrator. All calculations and assumptions, including documentation of the sample size confidence level, shall be clearly reported and documented.
 - e. All surveys shall be conducted by a qualified, State of Nevada registered professional engineer with experience in traffic engineering.
3. Percent New Trips Studies. Alternative trip data relevant to the percent new trips shall be based upon trip purpose studies conducted at land uses the same as are comparable to the proposed land development activity. As with other studies, the following conditions shall be met:

- a. A minimum of three sites should be surveyed for three consecutive weekdays.
 - b. The site inventory, sites proposed for the surveys, and the detailed survey methodology must be reviewed and approved by the RTC RRIF Administrator prior to the initiation of the survey.
 - c. For all uses, the questions and interpretation of survey results, by land use, shall be as determined by the RTC RRIF Administrator. Trip data will be coded and summarized. All calculations and assumptions, including documentation of the sample size confidence level, shall be clearly recorded and documented.
4. Internal Orientation Studies. It is recognized that certain mixed use developments may capture a portion of their total trip generation on-site. Those trips would be internal to the site and would not impact the external road network. The degree of internal orientation that can be expected is dependent on the type, character, quantity, and location of uses in the particular mixed-use development.

Trip ends in a mixed-use development are comprised of "attractions" and "productions". The land uses contained in the Fee Schedule can be classified into those two groups as follows:

<u>Attractions</u>	<u>Productions</u>
- Office/Commercial	- Residential
- Industrial	- Hotel/Motel
- Institutional	
- Recreational	

For mixed use developments not opting to conduct a more refined analysis, a ten (10) percent deduction in trip generation will be given for the smaller trip type (i.e., attractions or productions) with that volume also deducted from the predominant trip type were attractions, a ten percent deduction would be applied to the attraction total. That volume (10% of the attraction trips) would also be deducted from the production trips. If a feepayer desires to obtain credit for more than ten (10) percent internal orientation for a specific mixed use development, detailed trip studies shall be conducted. Those studies must include, but not be limited to, the following:

- a. Detailed site plan identifying development land uses, internal vehicular circulation systems, and internal pedestrian circulation systems.

- b. Trip generation by land use, and by attractions and productions.
- c. Trip matrix identifying by trip purpose and on-site origins and destinations, inbound and outbound internal trip ends.
- d. Trip table identifying total trip generation, external trip ends, and internal trip ends by land use.

VII. STUDIES TO ESTABLISH NEW/REDEFINED LAND USE CATEGORIES

A. Studies by the RTC RRIF Administrator

From time to time, the RTC RRIF Administrator, in conjunction with the various Local RRIF Administrators, may undertake studies necessary for the creation of a land use category not included in the RRIF schedule or to redefine an existing land use category. The results of such studies may be proposed for inclusion in the periodic updates to this Manual.

B. Studies by Others

Third parties interested in proposing the addition of new land uses or the redefinition of existing land uses and the trip generation data associated therewith, shall undertake the necessary independent studies as identified by the RTC RRIF Administrator at their sole expense. Completion and acceptance of such studies by the RTC RRIF Administrator shall in no way be construed as binding the Participating Local Governments to accept the results of such studies or to amend the RRIF Administrative Manual to incorporate them into the land use fee structure.

1. Notice of Intent

Prior to initiating an independent land use study, the applicant shall inform the RTC RRIF Administrator of its intent in writing. Upon receiving this notice, the RTC RRIF Administrator shall schedule a pre-application meeting with the applicant.

2. Pre-application meeting

Prior to commencing with an independent land use study, the applicant shall meet with the RTC RRIF Administrator to discuss the scope, methodology, procedures, and standards to be met of the required study.

Results, conclusions, and agreements reached at the pre-application meeting regarding the scope of the study, methodology, required forms or documentation, or procedures, which may not constitute a waiver of manual provisions, shall be placed in writing by the RTC

RRIF Administrator, and a copy of this memorandum shall be sent to the applicant.

If the applicant wishes to proceed with the study, it shall acknowledge receipt and acceptance of the RTC RRIF Administrator's memorandum in writing and return this acknowledgment to the RTC RRIF Administrator, with an application fee of \$1,500 for administrative costs associated with the review and decision on such a study. By accepting this memorandum, the applicant is obligated to turn over the completed study and assign all rights to the study to the RTC RRIF Administrator upon its completion.

3. RTC RRIF Administrator

Upon completion and acceptance of an independent land use study, the RTC RRIF Administrator shall include the salient results of such a study in the next proposed general update to the RRIF General Administrative Manual for consideration by the Participating Local Governments.

VIII. REFUNDS

A. Expiration, Revocation, Surrender of Permit

Under the conditions defined in Section III.E, Expiration of Building Permit, a feepayer shall be entitled to a refund, without interest, equal to the full amount of the impact fee paid. In the case of an expired building permit that was obtained in whole or in part by the use of RRIF Waivers or CCFEA Credits issued pursuant to an Offset Agreement or CCFEA, the entire fee may be refunded only if a written request is made to the RTC RRIF Administrator within 30 days of the expiration, revocation, or surrender of the building permit. The refund will be in the same proportion (cash vs. RRIF Waiver vs CCFEA Credit) as the original payment. For refunds related to a RRIF Waiver, the RTC will notify the affected Participating Local Government to adjust the remaining RRIF Waiver balance associated with the Development of Record.

B. Overpayment

A refund, with interest accrued on the cash amount overpaid, will be made if it is determined, as a result of appeal or independent fee calculation study, that overpayment of the fee has occurred.

C. Impact Fee Revenues Not Expended

Upon the application of the original feepayer of property for which an impact fee has been collected, the RTC RRIF Administrator shall refund the applicable fee paid plus interest accrued if the fee, or any portion thereof, has not been spent for the purpose for which it was collected within ten (10) years after the date on which it was collected.

1. Impact fee revenues shall be deemed expended or encumbered when a contract or agreement obligating all or a portion of the payment of said funds shall be approved by the RTC RRIF Administrator.
2. No refunds of impact fees pursuant to the above criteria will be provided for in the event the owner of record does not request such a refund.
3. Before issuance of the refund can be authorized, the owner of record shall submit a written request for refund to the RTC RRIF Administrator. This request must be submitted within 180 days of the date funds are considered refundable.
4. In applying for the refund, it shall be the applicant's responsibility to pursue the acquisition of, and/or furnish, as required by the RTC RRIF Administrator, all materials and information necessary to validate proof of payment of the impact fee, the date and amount paid, and the permit issued as a result of that payment. The RTC RRIF Administrator shall verify whether the impact fee is refundable, and if so, process the applicant's request.
5. The refunded impact fee, including accrued interest, shall be returned to the owner of record.

D. Recalculation of Fees

1. At the time of the review of the impact fee system described in Section II.A.5.d., the RTC RRIF Administrator shall recalculate the impact fees according to the provisions of this section.
2. The net cost per service unit shall be recalculated using the identical methodology as was used to calculate the net cost per service unit in the last update of the CIP, but substituting actual costs of completed projects for the estimated costs included in the CIP.
3. The RTC RRIF Administrator shall automatically refund the applicable fee paid plus interest accrued to all feepayers if:

- a. The actual cost of the fully completed capital improvements plan is less than the impact fees paid. In such cases, the difference is refunded; or
- b. The recalculated net cost per service unit at the time of a capital improvements plan update is less by more than ten percent (10%) of that estimated in calculating the regional road impact fees. In such cases, the difference beyond ten percent (10%) is refunded.

E. Termination

In the event that the imposition of the impact fee is terminated in any or all of the Participating Local Governments, any fees collected from development in that jurisdiction and not spent or encumbered at the time of such termination shall be considered refundable upon application of the owner of record.

1. Within 30 days following the effective date of this termination, the Participating Local Government shall turn over all funds in the Local Government Trust Fund and all pertinent records to the RTC RRIF Administrator.
2. The RTC RRIF Administrator shall notify feepayers that they may be eligible for a refund upon application of the feepayer or his successor in interest. The refund application must be submitted by the feepayer or his successor in interest within 180 days following the publication of the first notice. Holders of CCFEA Credits issued pursuant to a CCFEA or RRIF Waivers pursuant to an Offset Agreement shall be considered feepayers for purposes of refund under this termination procedure.
3. Fees available for refund shall be those not expended or encumbered as defined in Section VIII.C. above.
4. No refunds of impact fees will be provided for in the event the owner of record does not request such a refund. Fees available for refund shall be prorated over those eligible feepayers submitting proper application for refund. In no case shall the feepayer receive a refund greater than the amount originally paid plus accrued interest.
5. Any fees available for refund and not so refunded shall remain in the RTC Trust Fund. In the event that all Participating Local Governments terminate the imposition of the impact fee, the remaining funds shall be expended on street improvements identified in the CIP.

F. Appeals

A decision of the RTC RRIF Administrator regarding refunds may be appealed by the feepayer (see Section XII.).

IX. EXEMPTIONS

A. Must Be Claimed by Feepayer

An exemption must be claimed by the feepayer at the time of the application of a building permit. An exemption not so claimed shall be deemed waived by the feepayer.

B. Total Exemptions

The following shall be exempted from payment of all impact fees:

1. Alterations. Alteration or expansion of an existing building or use of land where no additional living units will be produced over and above those in the existing use of the property, the use is not changed, and where no additional vehicular trips will be produced over and above those produced by the existing use.
2. RV Site Amendment. An amendment to a recreational vehicle building permit, provided that the amended recreational vehicle building permit does not increase the number of recreational vehicle units permitted.
3. Federal Buildings. A building permit obtained by or for the United States of America. Privately owned properties or facilities leased for general government operations and activities and private residential, commercial or industrial activities constructed or operated through lease agreements on public lands, or in public facilities, shall not be considered governmental or public facilities and shall be subject to the provisions of this Manual.
4. State Buildings. In accordance with an opinion issued by the State Attorney General (Opinion No. 97-29), the State of Nevada is exempt from the payment of impact fees and transportation taxes to local governments.
5. Property owned by a public school district or State University. In accordance with amendments made to NRS 278B and the State Attorney General, property by a school district and the State University System are exempt from paying impact fees. See Exhibit G for details. However, private schools and private universities or private uses housed within public school district and public university facilities are not exempt from impact fees.

6. Internal Uses. Under the conditions set forth in Section IV.M of this Manual, land uses devoted entirely or partially to exclusive private use, which are internal to a particular development and therefore have no off-site street impact.
7. Previous Approval Exemptions.
 - a. Development approvals that meet either of the following criteria shall be exempt from payment of the regional road impact fees:
 - (1) Projects with discretionary approvals from the Elected Board: 1) In the City of Reno prior to May 28, 1991, and the applications for which approvals required the preparation of a traffic report consistent with the City of Reno guidelines and subsequent non-site traffic related improvements other than proportionate share contributions: or 2) outside of Reno but within the Service Areas prior to the adoption of the Regional Road Impact Fee, and the applications for which approvals required non-site traffic-related improvements other than proportionate share contributions.
 - (2) Those project approvals that meet the above criteria and for which additional traffic studies are required in order to monitor the cumulative traffic impacts of phased development. Such projects shall be required to do the traffic mitigation required as conditions of approval. Projects that meet the first criteria with the exception that no off-site, traffic-related improvements are required other than proportionate share cash contributions shall remain exempt until September 1, 1997. As of September 2, 1997, these projects shall be subject to payment of Fees and all proportionate share cash contributions shall become null and void.
 - (3) Exhibit E contains the Regional Road Impact Fee Exemption Listing.
 - b. Such projects shall be required to do the traffic mitigation required as conditions of approval.
 - c. In the event that a time extension is granted, the exemption from the imposition of impact fees will be retained. If any development approval exempted under this Section is allowed to expire, such exemption shall be null and void. Any subsequent approval and development of the project in any

form shall be deemed not to have been approved prior to May 28, 1991, and are subject to the imposition of impact fees.

- d. In the event an amendment to a development approval exempted under this section changes the traffic generation characteristics from those of the original approval, the incremental increase in traffic generation resulting from such amendment shall be subject to the imposition of impact fees.
- e. In applying for the above-mentioned exemptions, it shall be the applicant's responsibility to furnish, as required by the RTC RRIF Administrator, all materials and information necessary to validate the exemption including, but not limited to, the following:
 - (1) Current Opinion of Title.
 - (2) Official document from affected governmental owner stating the proposed land use.
 - (3) Official documents from zoning hearings.
 - (4) Old and new construction plans.
 - (5) Official Certificate of Occupancy and Use records; and
 - (6) Statements from owner stating past and proposed land use.
- f. Projects exempt from the payment of impact fees pursuant to this Section, may nevertheless be required to perform additional traffic mitigation measures if such project is developed in phases, regardless of whether project approval was granted for a total or phased development, and regardless of whether traffic mitigation measures required at the time of project approval have been completed by the applicant. A "phased development" means:
 - (1) A project which was approved as a phased development,
 - (2) A project which received approval for a total project, which has not been totally developed pursuant to such approval at the end of a five year period starting with such approval.

C. Exemption Based on Error

Exemptions from payment of the impact fee based on error shall be subject to the provisions found in Section III.C. of this Manual.

D. Determination and Appeals

The determination of eligibility for an exemption shall be made by the RTC RRIF Administrator. If the feepayer disagrees with the findings on the RTC RRIF Administrator, the feepayer may appeal the decision (see Section XII).

X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5th 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.

XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5th EDITION RRIF GAM/CIP (3/2/2015)

A. Applicability

This section applies to Capital Contribution Front-Ending Agreements (CCFEAs) entered into prior to the Effective Date and to CCFEA Credits issued pursuant to such CCFEAs.

B. Intent

It is the intent of the RTC Board, and affected Participating Local Governments, to carry forward the policies and understanding in place when CCFEAs were entered into, prior to the changes to the adoption of the 5th Edition RRIF GAM/CIP. Therefore, to the extent possible and practical, outstanding Credits may be used or transferred as provided prior to adoption of the 5th Edition RRIF GAM/CIP, as provided in this section of the Manual and in accordance with the terms of valid, unexpired CCFEAs.

C. CCFEA Credit Usage

1. The transferability and usage of CCFEA Credits issued pursuant to a valid, unexpired CCFEA are as follows:
 - a. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
 - b. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of the Developer of Record within the same CCFEA Credit Benefit District as the Development of Record.
 - c. CCFEA Credits are transferable to a third party. To transfer credits, the current credit holder of CCFEA Credits will notify RTC through the RRIF Automation program the amount of VMT's to be transferred and the name and contact information of the third party. CCFEA Credits will be subtracted from the current CCFEA Credit holder's account and transferred to a new automation account in the name of the third party.
 - d. CCFEA Credits may be used by a third party to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
 - e. CCFEA Credits may be used by a third party to pay for up to one half of the amount of the Regional Road Impact Fees due on any traffic generating development of land within the same CCFEA Credit Benefit District as the Development of Record. The remaining portion of Regional Road Impact Fees due must be paid in cash.
2. CCFEA Credits may not be used outside of the CCFEA Credit Benefit District in which the Development of Record lies.

D. Expiration of Credit

Unused CCFEA Credits shall expire twenty years from the date of the CCFEA.

E. Appeals

If the applicant disagrees with the findings of the Local RRIF Administrator or RTC RRIF Administrator with respect to CCFEA Credits due, the applicant may appeal the decision (see Section XII).

XII. APPEALS

A. Notice of Appeal

A feepayer or applicant affected by an administrative decision of the Local RRIF Administrator may appeal such decision to the RTC RRIF Administrator, by filing with the RTC RRIF Administrator within ten (10) days of the date of the written decision, a written notice stating and specifying briefly the grounds of the appeal.

B. Review by the RTC RRIF Administrator

1. The RTC RRIF Administrator shall have the power to affirm or reverse the decision of the Local RRIF Administrator. In making the decision, the RTC RRIF Administrator shall make written findings and apply the standards of this Manual. If the RTC RRIF Administrator reverses the decision of the Local RRIF Administrator, it shall direct the Local RRIF Administrator to recalculate the fee, CCFEA Credit, RRIF Waiver, or refund in accordance with its findings. In no case shall the RTC RRIF Administrator have the authority to negotiate the amount of the fee, CCFEA Credit, RRIF Waiver, or refund.

C. Review by the Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

1. If the RTC RRIF Administrator affirms the decision of the Local RRIF Administrator, the applicant may appeal the decision to the RRIF TAC within ten (10) days of the RTC RRIF Administrator's decision, by filing a notice of appeal with the RTC RRIF Administrator. The RTC RRIF Administrator shall place the appeal on the Regional Road Impact Fee Technical Advisory Committee agenda for the next scheduled meeting.

2. The RRIF TAC shall consist of the RTC RRIF Administrator, Community Development Directors and Public Works Directors from the Cities of Reno and Sparks and Washoe County or their designees, a Planning Commission member from the City of Reno, Washoe County, and the City of Sparks, one RTC staff member

appointed by the Executive Director of the RTC and four (4) private sector members appointed by the Chairman of the RTC. The RTC RRIF Administrator shall chair the RRIF TAC.

3. The RRIF TAC, after a public hearing, shall have the power to affirm or reverse the decision of the RTC RRIF Administrator. In making its decision, the RRIF TAC shall make written findings and apply the standards of this Manual. If the RRIF TAC reverses the decision of the RTC RRIF Administrator, the RTC RRIF Administrator shall recalculate the fee, CCFEA Credit, RRIF Waiver, or refund in accordance with the RRIF TAC's findings. In no case shall the RRIF TAC have the authority to negotiate the amount of the fee, CCFEA Credit, or RRIF Waiver, or refund.

D. Review by RTC Board

1. If the RRIF TAC affirms the decision of the RTC RRIF Administrator, the applicant may appeal the decision to the RTC Board within ten (10) days of the RRIF TAC's decision, by filing a notice of appeal with the RTC RRIF Administrator.
2. The RTC RRIF Administrator shall place the appeal on the RTC Board's agenda for the next regularly scheduled meeting occurring at least twenty-one (21) days thereafter.
3. The RTC Board, after a public hearing, shall affirm or reverse the decision of the RRIF TAC based on the standards in this Manual. If the RTC Board reverses the decision, the RTC RRIF Administrator shall recalculate the fee, CCFEA Credit, RRIF Waiver, or refund in accordance with the RTC Board's findings. In no case shall the RTC Board have the authority to negotiate the amount of the fee, CCFEA Credit, RRIF Waiver, or refund.

XIII. USE OF FUNDS

A. Deposit in Trust Funds

1. All regional road impact fees collected by each Local RRIF Administrator, pursuant to this Manual, shall be immediately deposited in the corresponding Participating Local Government's Trust Fund.
2. Any proceeds in the Local Government Trust Fund not immediately necessary for expenditure shall be invested in an interest-bearing account. All income derived from these investments shall be retained in the Local Government Trust Fund until transferred to the RTC Trust Fund. Record of the Local Government Trust Fund accounts shall be available for public inspection in the Local RRIF Administrator's office, during normal business hours.

3. No less frequently than quarterly, and pursuant to the Interlocal Cooperation Agreement, the Local RRIF Administrator shall transfer the impact fee funds in the Local Government Trust Fund to the RTC RRIF Trust Fund. All proceeds in the RTC Trust Fund not immediately necessary for expenditure shall be invested in an interest-bearing account.

B. Limitations on Expenditures

1. Impact fee monies shall only be expended from funds drawn from the RTC Trust Fund.
2. Except as provided in Section C below, funds shall only be expended on RRIF Capital Improvements in the Service Areas from which such RRIF funds were collected.
3. The expenditure of impact fee funds shall be limited to those RRIF Capital Improvements included in the Regional Road Impact Fee CIP.
4. For the purposes of determining whether impact fee funds have been spent or encumbered, the first fees collected shall be considered the first monies spent or encumbered.
5. If impact fee funds transferred to the RTC Trust Fund are required to be refunded pursuant to Section VIII, Refunds, such RRIF funds shall be returned by the RTC RRIF Administrator to the Local RRIF Administrator for refund.

C. Impact Fee Service Areas

The impact fee program has two Service Areas, as described in Exhibit B. The Impact fee funds shall be spent within the Service Areas from which the traffic generating land development activity paying the fee is located, except that:

1. Where a RRIF Capital Improvement included in the CIP is used to define Service Area boundaries, the road demarcating the boundary shall be considered as part of both Service Areas that it bounds, and impact fees from both Service Areas may be used to fund RRIF Capital Improvements for that road, including regionally significant freeway ramps that provide access to a boundary road; or
2. Impact fee funds may be used to fund a RRIF Capital Improvement CIP outside the Service Area from which the fees are collected, if it is demonstrated by competent substantial evidence that the feepayer from the Service Area, from which the fees come, will receive sufficient benefit from the RRIF Capital Improvement to comply with the requirements of N.R.S. 278B.

XIV. AMENDMENTS TO CIP

A. Biennial Consideration of a Special Request for a New Capital Improvement Project

The RTC Board and the Governing Bodies of the Participating Local Governments shall consider any person's proposed amendments to the CIP no more often than biennially (once every two years).

B. Procedure

1. Any person, who proposes an amendment to the CIP that requires a modification of RRIF Capital Improvements, shall submit an application requesting such an amendment to the RTC RRIF Administrator by the end of the first quarter of the update year. The application shall include the appropriate data and supporting analysis to demonstrate justification for amending the CIP, and either adding and/or deleting road capital improvements; to the extent necessary, justification for modifications to land use assumptions and trip characteristics and a traffic report (Exhibit F) shall be included in the application by the applicant.
2. Within ten (10) working days after the end of the first quarter of the update year, the RTC RRIF Administrator shall compile and synthesize all applications submitted by private persons for proposed amendments to the CIP, and mail copies of these applications to the Impact Fee Administrators of the Participating Local Governments. Prior to the end of the second quarter of the update year, the RTC RRIF Administrator shall prepare a Staff Report recommending approval, approval with modifications, or disapproval of each proposed application; in preparing the Staff Report, the RTC RRIF Administrator shall consider and to the extent appropriate incorporate any comments from the impact Fee Administrators of the Participating Local Governments.
3. During the third quarter of the update year, the RTC Board shall review and consider the applications for proposed amendments to the CIP and the Staff Report by the RTC RRIF Administrator. By the end of the update year, the RTC Board shall submit its recommendations to each of the Governing Bodies of the Participating Local Governments who shall make a decision on

whether to approve, approve with modifications, or disapprove the proposed applications. For an application to receive final approval, it shall require approval by each of the Governing Bodies of the Participating Local Governments.
4. Based upon the decision of the RTC Board and the Governing Bodies of the Participating Local Governments, the RTC RRIF

Administrator shall prepare the appropriate modifications to the CIP, and this Manual which shall then be approved in a consolidated form by the Governing Bodies of each Participating Local Government before they become final.

C. Standard

Any application for an amendment to the CIP, requesting modification of road capital improvements submitted by a private person, shall only be approved if the application demonstrates that the land use assumptions or the travel characteristics used in the CIP have changed to such a degree, that the modification of the road capital improvement is necessary to maintain adequate levels of service on the RRIF Capital Improvements included in the CIP.

D. Special Request for a New Capital Improvement Project

1. Any person, may propose an amendment to the CIP during periods other than specified in Section XIV.B.1. The RTC RRIF Administrator will consider applications to amend the CIP if the following criteria are met a) a non-refundable fee of \$5,000 is provided to fund the cost of processing the amendment, RRIF Waivers will not be given for this fee, if approved, b) the amendment is consistent with a Master Plan that has been approved by the appropriate Governing Body and Truckee Meadows Regional Planning Agency as necessary, and c) meets the standards of a regional road as defined the RRIF GAM – Definition of RRIF Network.
2. The RTC RRIF Administrator, with concurrence from the Local Administrator, will process applications meeting the criteria specified in Section XIV. D.1, except the requirement for a non-refundable fee of \$5,000. The RTC RRIF Administrator is further authorized to make necessary revisions to the RRIF CIP. Any revisions made to the RRIF CIP under this provision shall be included in the biennial update of the RRIF CIP and fees. Any projects added to the RRIF CIP in accordance with this Section, shall be eligible for RRIF Waivers in accordance with the provisions of Section X. in this Manual.

XV. BIENNIAL REVIEW

The CIP and Manual should be reviewed and evaluated by the RTC at least once every two (2) years, to determine if any modifications, additions, or updates need to be made to the CIP and this Manual. This review shall be conducted by the RTC RRIF Administrator and submitted to the RTC Board and the Governing Bodies of each of the Participating Local Governments.

XVI. ADOPTION AND AMENDMENTS

This Manual has been adopted by Resolution of the RTC Board and by each Participating Local Government. This Manual may be amended only by Resolution of the RTC Board and by Resolution of the Governing Bodies of each Participating Local Government.

EXHIBIT A
EXPANDED LIST OF LAND USES BY LAND USE CATEGORY

RESIDENTIAL

SINGLE-FAMILY

- one or two dwelling units on individual lot
- condominiums
- townhomes
- duplexes
- mobile home subdivision
- mobile home on individual lot

MULTI-FAMILY

Two or more dwelling units, including:

- apartments
- condominiums
- boarding house
- supplemental units/mother-in-law detached dwellings

INDUSTRIAL

GENERAL INDUSTRY (LIGHT)

- abattoir and packing plant
- auto repair
- auto painting
- auto body
- equipment rental
- industrial laundry
- heavy equipment repair/service
- material testing labs
- publishing or publishing and printing

MANUFACTURING

- dairy products
- chemical processing/manufacturing
- furniture manufacturer
- textile mill

WAREHOUSING

- storage warehouse
- distribution warehouse
- regional warehouse development

MINI-WAREHOUSE

- mini storage warehouse development

COMMERCIAL/RETAIL

GENERAL COMMERCIAL

Shopping centers and free-standing commercial buildings, including:

- adult entertainment
- bakery
- bar/cocktail lounge
- barber shop
- beauty salon
- car wash (operator)
- clothing store
- convenience store
- drug/variety store
- dry cleaning
- electronics sale and service
- ice cream parlor
- jeweler
- massage, tattoo, body painting, etc.
- office supplies
- pawn shop
- pet store
- pet grooming
- pool/billiard parlor
- record store
- quality restaurant
- savings and loan
- shopping center
- shoe repair
- tailor
- video arcade
- video rental
- restaurant (fast food and/or drive through)

OFFICE & OTHER SERVICES

GENERAL OFFICE

General offices and office buildings including:

- accounting offices
- architect
- financial offices
- banks (with or without drive in services)
- insurance office
- medical/dental offices (<10,000 GFA)
- physical therapist offices
- psychologist offices
- law offices
- government offices
- public utility office
- real estate
- recording studio

MEDICAL OFFICE

- medical clinic
- medical laboratories
- medical/dentist/optometrist/chiropractic offices (>10,000 GFA)
- veterinary clinic
- urgent care

PRIVATE SCHOOLS

- elementary school
- middle school
- junior high school
- high school
- college
- university
- junior college
- community college

DAY CARE CENTER

- child care center
- day care center
- kindergarten

HOSPITAL

- hospital
- psychiatric hospital
- mental institution

NURSING HOME

- convalescent center
- nursing home
- senior assisted living housing

LODGING

- hotel
- motel
- casino hotel
- resort hotel
- RV park

REGIONAL RECREATIONAL FACILITY

PARK

- public park
- public swimming pool
- ball fields
- skating rink

EXHIBIT B REGIONAL ROAD IMPACT FEE SERVICE AREAS

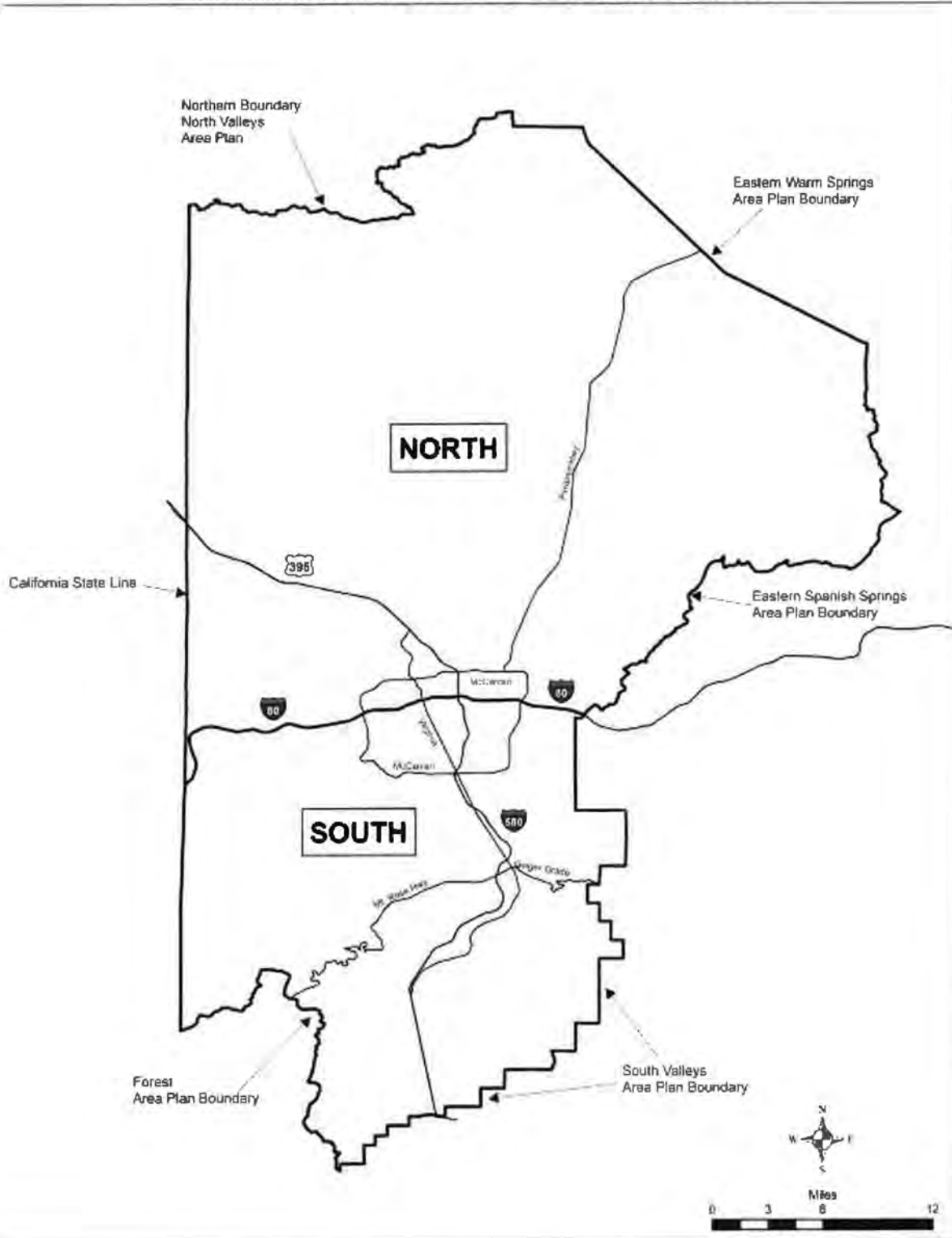
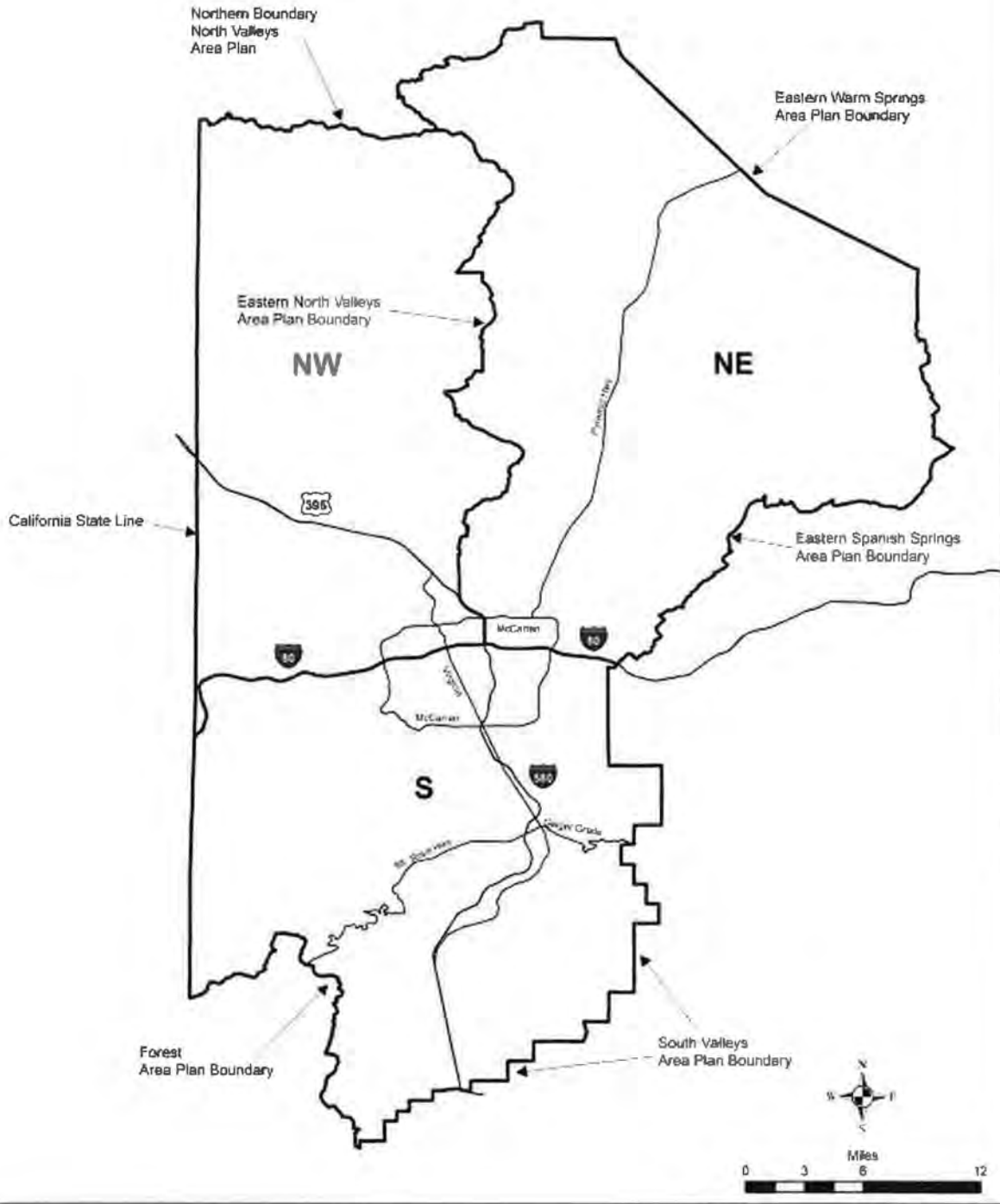


EXHIBIT C CCFEA CREDIT BENEFIT DISTRICTS



**EXHIBIT D
REGIONAL ROAD IMPACT FEE SCHEDULE
Effective DATE**

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$/VMT)	VMT	Dollars (\$/VMT)
Residential					
Single-Family	Dwelling				
Multi-Family	Dwelling				
Industrial					
General Light Industrial	1,000 GFA				
Manufacturing	1,000 GFA				
Warehouse	1,000 GFA				
Mini-Warehouse	1,000 GFA				
Commercial/Retail					
Commercial/Retail	1,000 GFA				
Eating/Drinking Places	1,000 GFA				
Casino/Gaming	1,000 GFA				
Office and Other					
Schools	1,000 GFA				
Day Care	1,000 GFA				
Lodging	Room				
Hospital	1,000 GFA				
Nursing Home	1,000 GFA				
Medical Office	1,000 GFA				
Office and Other Services	1,000 GFA				
Regional Recreational Facility	Acre				

EXHIBIT E

REGIONAL ROAD EXEMPTION LIST

- Caughlin Ranch
- Convention Properties – (Firecreek Crossing)
- South Meadows Phase 1 & 2

**EXHIBIT F
TRAFFIC REPORT GUIDELINES
REGIONAL ROAD IMPACT FEE**

**CITY OF RENO
CITY OF SPARKS
WASHOE COUNTY
REGIONAL TRANSPORTION COMMISION**

I. INTRODUCTION

The Regional Road Impact Fee (RRIF) Traffic Report Guidelines provide criteria about traffic report content and techniques necessary to evaluate impacts of new development. The guidelines represent recognition of the comprehensive analyses undertaken as part of development and periodic updating of the RRIF Capital Improvements Program (CIP).

The RRIF CIP uses ten (10) year population and employment land-use assumptions based on approved projects and master plans. Roadway segment and freeway ramp improvements are identified that will be needed within the ten (10) year horizon. These facilities are also analyzed to determine right-of-way requirements for capacity improvements needed beyond ten (10) years. In some instances, a proposed, large development may have not been included in the land-use assumptions to determine future traffic volumes. Other developments may have phasing plans that exceed the time frame of the CIP. For these and other cases outlined below, a traffic report may be needed to measure traffic impacts and determine potential improvements not identified in the RRIF CIP.

The RRIF Traffic Report Guidelines are divided into the following sections:

- II. Requirement for Traffic Report
- III. Traffic Report Time Lines
- IV. Traffic Report Format and Required Elements
- V. Recommended Mitigations

II. REQUIREMENT FOR TRAFFIC REPORT

A traffic report may be recommended for developments meeting any one of the following criteria:

- A. Projects generating 100 or more peak-hour trips: Capacity analysis of proposed driveways.
- B. Projects generating 200 or more peak-hour trips: Report required if RTC staff cannot validate project inclusion in the RRIF CIP land-use forecast.
- C. The project is among those previously approved by an elected board with conditions of approval requiring future traffic reports.

- D. Applications for Master Plan Amendment calculated generating 200 or more peak-hour trips or that proposes a change to roadways in the Regional Transportation Plan (RTP) for Washoe County.
- E. Projects defined as "Projects of Regional Significance" in the Truckee Meadows Regional Plan.
- F. Projects that will be phased over a period of time exceeding ten years.
- G. Projects that may impact planned roadway projects, e.g., a proposal may require revised access or be located near an arterial intersection.
- H. Projects deemed to have impacts related to intersection capacity, safety, neighborhood or other concerns as identified by the cities of Reno and Sparks, Washoe County, or the State of Nevada Department of Transportation (NDOT).
- I. The Regional Transportation Commission (RTC), NDOT or the local entity reserves the right to request additional information necessary to properly assess the impact of the proposed project.

Calculation of trip generation should use appropriate rates found in the latest edition of *TRIP GENERATION* by the Institute of Transportation Engineers (ITE) or other sources approved by RTC staff and the local jurisdiction.

III. TRAFFIC REPORT TIME LINES

- A. Project Submittal Deadlines: The appropriate local entity with jurisdiction over approval of development applications should be contacted to determine submittal deadlines.
- B. Prior to Submittal of Development Application: To facilitate prompt and efficient review and processing of development applications, RTC staff recommends the following to be completed before submittal of the development application:
 - 1. Project trip generation should be approved by the appropriate local entity.
 - 2. Applicants for projects generating 200 or more peak-hour trips should contact RTC to determine if the proposal is accommodated in the RRIF CIP land-use forecast. If a report is required, the following steps should then be completed before submittal of the development application:
 - (a) The applicant's consultant should meet with RTC, the appropriate jurisdiction, and/or NDOT to define the scope of the report including variables identified in these guidelines, such as intersections and peak periods to be analyzed and trip distribution, as well as the potential for pass-by trips, the need for new intersection counts, or agency/neighborhood concerns.

- (b) Potential site plan changes may be recommended to provide RIDE or Access service to the project.
 - 3. Traffic reports that require future-year analysis should obtain background traffic volumes developed or approval by RTC staff.
 - 4. The traffic report should be reviewed for completeness and accuracy and approved by appropriate staff at the local jurisdiction.
 - 5. Recommendations on the following pages identify specific improvement that should be depicted on submitted site plans.
- C. After Submittal of Development Application:

All traffic issues identified by reviewing agencies following submittal of an approved traffic report should be resolved before the writing of the staff report by the appropriate entity. This will ensure that all recommended conditions of approval associated with traffic concerns could be resolved before official action on the project.

IV. TRAFFIC REPORT FORMAT

All traffic reports shall be prepared by, or under the direction of, a professional engineer with adequate experience in transportation engineering. The report shall be stamped and signed.

- A. Project Description: The traffic report should include a description of the following:
- 1. Existing and proposed land-uses on the site. The project should be described in terms of the amount of development, e.g., number of residential units, non-residential square feet of floor area.
 - 2. Project build-out date and phasing if appropriate.
 - 3. A vicinity map showing the location of the project and surrounding land-uses.
 - 4. The site plan should be shown to scale with clear definition of internal circulation and proposed vehicle and pedestrian access to adjacent streets. Any driveways located across roadways and adjacent to the site should be depicted. Distances from the nearest full movement intersections to project driveways should also be shown. The design of project access must consider proper distance between intersections and project driveways as well as other elements described in appropriate local codes and Regional Transportation Plan (RTP) policies.
 - 5. Any approved or required encroachment permits for roadways under the jurisdiction of NDOT.
 - 6. Nonresidential and multi-family projects should include a description

of RIDE service, if any. Potential location(s) for bus stop(s) and related passenger amenities, e.g., passenger shelters, should be indicated on the proposed site plan.

7. Senior or assisted-care residential projects should include a description of transportation needs of residents, including site plan elements needed to provide Access Para transit service to the project. RTC staff can provide information related to provision of Access service.

B. Roadways Description: The following elements should be described for all facilities adjacent to the site or otherwise included in the traffic report.

1. The roadway descriptions should begin with a list of intersections to be analyzed as required by the appropriate jurisdiction.
2. Existing and proposed roadways should be identified in terms of their functional classification.
3. The number and type of lanes, e.g., through-lanes, left-turn lanes, bike lanes, existing and planned for each roadway segment and intersection to be analyzed in the report.
4. The existence or lack of pedestrian facilities on both sides of roadways adjacent to the site.
5. A vicinity map depicting location of roadways and intersections to be analyzed.

C. Trip Generation: To assess the magnitude of traffic impacts of the proposed, the following must be included in the report:

1. Trip generation rates and peak hours must be determined and approved by the local jurisdiction or RTC staff. Trip generation should be calculated based on approved trip rates found in the latest edition of the ITE *Trip Generation*. If not available in this publication, other trip generation sources or procedures should be proposed for approval.
2. For purposes of driveway analysis, there should be no reduction in calculated trip generation for pass-by or diverted trips. Reductions for intersection analysis should be approved by the local jurisdiction and RTC staff.
3. A table should summarize average daily traffic volumes and peak-hour volumes with subtotals for each land use.

D. Trip Distribution and Assignment: Distribution of project trips should be approved before application submittal by the local jurisdiction in consultation with RTC staff.

1. Trip distribution should be depicted for each peak-period to be analyzed on a vicinity map similar to that used to indicate the location of the project and intersections to be analyzed (see B.5 above).
 2. A map should illustrate assignment of project trips for each peak-period to driveways and intersections to be analyzed.
 3. Additional maps should illustrate background traffic plus project trips for each peak-period analyzed.
- E. Analysis: Analysis at required intersections and roadway segments should consist of the following applicable scenarios for the peak periods required:
1. Existing conditions without project traffic (*New counts of turning movements at key intersections may be required by the local jurisdiction. RTC recommends new counts if existing data is older than 12 months or if circumstances, such as completion of a new facility, make new counts important to the analysis.*)
 2. Background conditions at proposed date of project completion (if two or more years in the future).
 3. Project traffic plus background traffic at project buildout.
 4. 2025 and 2035 projections without project traffic.
 5. 2025 and 2035 projections plus project traffic.
 6. Demonstrated improvement with recommended mitigations (as required below).
 7. Construction impacts including effects on transit service.

Results of the analysis should be depicted in a summary table indicating appropriate Levels of Service or available capacity for each critical movement at required intersections, driveways, or roadway segments. All raw traffic data and analysis worksheets, including computer printouts and turning movements counted, should be provided in appendices.

The impact analysis for existing scenarios should be based on the "operations" analysis technique described in the latest edition of the *Highway Capacity Manual* (HCM) for the appropriate intersection type (signalized or un signalized). Analysis of 2025 and 2035 projections conditions should utilize the "planning" technique described in the latest edition of the HCM. Any computer software used to assist in the level of service analysis should be approved by the Federal Highway Administration (FHWA) and be consistent with local agency review procedures.

All traffic control warrant analyses shall be conducted in accordance with the latest edition of the *Manual on Uniform traffic Control Devices* (MUTCD) requirements for signalized and unsignalized intersections. In addition, a safety analysis shall be conducted in the vicinity of the proposed project.

V. RECOMMENDED MITIGATIONS

The traffic study should include recommendations to mitigate impacts of project traffic when Levels of Service (LOS) do not meet adopted Level of Service Standards as identified in the RRIF CIP. Appropriate staff at the local jurisdiction should be consulted to determine if an alternative Level of Service (LOS) is applicable.

Recommended mitigations may include planned public roadway improvements identified in the RRIF CIP, RTP, or plans of other local agencies. In such cases the site plan should indicate an offer to dedicate right-of-way or provision of setbacks to protect any right-of-way needed to complete planned roadway improvements.

All proposed mitigations should be identified in detail including schematic plans that indicate existing right-of-way and pavement sections proposed improvements and their preliminary costs estimates, and another iteration of the volume/capacity analysis demonstrating the anticipated results of the recommended improvements. Proposed improvements should be shown in a scale drawing indicating all existing and proposed right-of-way lane configuration and channelization including tapers and turn lanes. Levels of Service (LOS) for the street system with proposed mitigations should be presented.

All design must comply with the American Association of State Highway and Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), and Institute of Transportation Engineers (ITE) traffic engineering and design guidelines. In addition, all mitigation must comply with local guidelines.

RRIF Waivers: Right-of-way dedications or construction of roadway improvements, which meets the 10-year design, completed by the applicant and identified in the RRIF CIP may be eligible for RRIF Waivers against regional road impact fees. This Manual indicates no RRIF Waiver shall be given a feepayer for street improvements and/or site-related improvements not included in the RRIF CIP.

Site-related improvements refer to capital improvements and right-of-way dedications for direct access improvements to development streets or driveways including, but not limited to, turn lanes and traffic control measures. Questions regarding CCFEA Credits issued pursuant to a CCFEA prior to the adoption of the 5th Edition RRIF GAM/CIP or regarding RRIF Waivers proposed or approved after the adoption of the 5th Edition RRIF GAM/CIP should be directed to the RTC RRIF Administrator.

EXHIBIT G
NEVADA REVISED STATUES: CHAPTER 278B
ATTORNEY GENERAL OPINION NO. 97-29

NEVADA REVISED STATUES: CHAPTER 278B

<http://www.leg.state.nv.us/Nrs/NRS-278B.html>

ATTORNEY GENERAL OPINION NO. 97-29

http://ag.nv.gov/uploadedFiles/agnv.gov/Content/Publications/opinions/1997_AGO.pdf

**EXHIBIT H
MIXED USE AND CHANGE OF USE WORKSHEETS**

MIXED USE STRUCTURES WORKSHEET			
1. PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
FEE TOTAL			_____

CHANGE OF USE WORKSHEET			
PROPOSED PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
_____	_____	_____	
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
PROPOSED PRIMARY LAND USE	1000GFA	\$/UNIT	FEE
_____	_____	_____	
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
EXISTING USE	1000GFA	\$/UNIT	FEE
_____	_____	_____	
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
EXISTING USE	1000GFA	\$/UNIT	FEE
_____	_____	_____	
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
FEE FOR THE PROPOSED USE			_____
SUBTRACT FEE PAID ON TOTAL EXISTING USE			_____
FEE TOTAL			_____
NOTE: UNDER NO CIRCUMSTANCES WILL A REFUND BE GRANTED FOR A CHANGE IN USE			_____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 6.4

TO: Regional Transportation Commission

FROM: Scott Gibson, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Automated Pavement Data Collection Pilot Project

RECOMMENDATION

Receive a report on a proposed automated pavement data collection pilot project.

SUMMARY

RTC was recently contacted by the UNR Center for Applied Research about an Israeli firm that provides automated pavement and bridge management systems. Manam applications is an Israeli firm who has been working with UNR, NDOT, and RTC south to explore their services and this work is subsidized by a grant from the Israeli government. They have partnered with a Nevada Firm, Avisight, to do bridge inspection and modeling for some NDOT structures in southern Nevada. Avisight provides a full range of unmanned aerial data collection services and provides the local relationship for contracting Manam's services.

RTC and all three local entities met with Manam and viewed a presentation on their Automated Pavement Management System (PMS). Currently, data for the agency's pavement management systems is collected manually. Automated collected systems have become very sophisticated and Manam's appears to be very robust. Potential benefits of going to an automated system:

- Improved Safety
- Visual records
- More complete and accurate data sets for decisions
- More accessible data to communicate with decision-makers.

The proposed pilot project will be collecting data and evaluating 60 to 70 miles of regional roadways. The results of the pilot project will allow the RTC and local agencies to evaluate the usefulness, effectiveness, and efficiency of an automated system compared to the current methods of data collection and evaluation of regional roads.

FISCAL IMPACT

The proposed automated pavement data collection pilot project will cost \$25,000 in fuel tax funding and is programmed in the pavement preservation program for FY20.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this matter.

ADDITIONAL BACKGROUND

All three local agencies run a pavement management system called MicroPaver that provides information and tools for efficiently managing the agency's pavement networks. Data from these systems is used by the RTC Pavement Preservation program to prioritize project section on the regional road network in a way that is blind to jurisdiction and provides the greatest benefit for the network as a whole. Pavement condition data on regional roads is collected manually by a consultant under contract to the RTC. Pavement condition data can be no more than three (3) years old so that project selections are made on current information

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 6.5

TO: Regional Transportation Commission

FROM: Judy L. Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Arlington Avenue Bridges at Truckee River Project Update

RECOMMENDATION

Receive a report on the Arlington Avenue Bridges Project.

SUMMARY

The Arlington Avenue Bridges Project is in Reno, Nevada at the Truckee River and the limits run along Arlington Avenue between Island Avenue and W. First Street. Arlington Avenue has two bridges that connect to Wingfield Park, both are included as part of the Project. Funding was allocated for the Arlington Avenue Bridges in the FY 2019 Program of Projects to initiate a preliminary study to determine permitting and National Environmental Protection Agency (NEPA) requirements for the bridge replacement. Jacobs Engineering Group, Inc. (Jacobs) was awarded a Professional Services Agreement in November 2018 to perform the preliminary analysis.

The scope of work includes completion of a Feasibility Study and Conceptual Alternatives Analysis to encompass agency/stakeholder coordination, conceptual plan development, preliminary design, and public outreach to determine environmental, community and economic constraints associated with rehabilitating and/or reconstructing the bridges. The intent is to use information, analysis, and products developed to initiate the environmental review process for the Project per NEPA requirements for rehabilitation and/or replacement of the bridges.

A previous study was completed in February 2009 entitled "TRAction Visioning Project." This study identified and analyzed alternatives for six downtown bridges including the Arlington Avenue Bridges. At the time of the completion of the Visioning process, it was determined that replacement structures in downtown should provide 100-year plus 2-feet of freeboard for flood protection. The Arlington Avenue Bridges Project scope of work builds upon the previous study focusing solely on the Arlington Avenue Bridges to identify design and environmental constraints,

develop bridge and aesthetic concepts, and review current flood protection requirements. General tasks identified include conceptual bridge type and alternatives analysis, aesthetic quality development, public outreach, data collection, development of constraints including confirmation of flood protection level, cost analysis, environmental support, and investigation of potential project funding sources.

Following a defined process will reduce the range of possible bridge type and aesthetic concepts through engineering analysis and conducting stakeholder and public outreach. The process for Virginia Street Bridge followed the requirements of a 2010 Amended Programmatic Agreement between the United States Army Corps of Engineers (USACE) and the Nevada State Historic Preservation Offices (SHPO). Since there is no such mandated process for Arlington, a simplified version of the Virginia Street process will be followed to reduce the range of concepts.

The bridges, roadway and park are owned by the City of Reno, a major stakeholder in the project. From an environmental standpoint, several agencies are included as key stakeholders. Other stakeholders include the surrounding property owners and various downtown organizations directly affected by the Project. A Regional Stakeholder list will be established to capture feedback from those who may have an interest in the Project. The primary focus is to get overall general input from this group. A Stakeholder Working Group will be established that is a subset of the Regional Stakeholders. This smaller group includes major permitting agencies, groups and organizations that represent a larger component of downtown, as well as immediate adjacent property owners who are likely to be interested in the Project. The Stakeholder Working Group's role is to assist in development of design standards and criteria. This group will review conceptual alternatives and provide recommendations for reducing the number of alternatives. The alternatives analysis is a fluid process encompassing continuous engineering analysis, evaluation of criteria, impact assessment and public input.

The overall Project process approach includes the following steps and anticipated timeframes:

- Identify Parameters
- Stake Holder Working Group
- Develop Conceptual Alternatives
- Stakeholder Working Group Input
- Revise/Reduce Alternatives
- Technical Advisory Committee Input - Interagency Coordination
 - Permitting and Regulatory Requirements
- Revise/Reduce Alternatives
- Stakeholder Working Group Input
- Identify Preferred Concept or Feasible Alternatives
- Public Meeting Input (Spring 2020)
- Feasibility Report (Summer 2020)

The primary deliverable for the Project is the completion of a Feasibility Report documenting the existing constraints, concepts analyzed, and public outreach component. The goal is to have bridge type and aesthetic package, with funding options and environmental constraints identified to carry forward into design. Information contained in the Feasibility Report will feed into the design and NEPA process, which will be a separate future contract. Proper documentation of decisions made throughout the process is extremely important so these decisions can be carried forward and built upon as the Project moves forward. Planning and Environment Linkages (PEL) represent a collaborative and integrated approach to accomplish this process. PEL considers environmental, community, and economic goals early in the transportation planning process, and uses the information, analysis, and products developed during planning to inform the environmental review process.

FISCAL IMPACT

Funding for the feasibility study was approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|-------------------|--|
| November 16, 2018 | Approved Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. to provide design services for the Arlington Avenue Bridges at Truckee River Project. |
| June 15, 2018 | Approved the FY 2019 Program of Projects |

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 7.1

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC 2018 Annual Report

RECOMMENDATION

Acknowledge receipt of the RTC 2018 Annual Report.

SUMMARY

The 2018 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 public outreach events, project and program updates, and data regarding RTC performance measures. A few of the accomplishments identified in the annual report are listed below:

Community Outreach:

- 194 public meetings, presentation, and other events were held in calendar year 2018
- 217 media interviews, 52 Road Ahead segments, 90 press releases
- Expanded social media presence
- RTC participated in the following special events:
 - The Chamber's Alliance 2018 Economic Forum
 - St. Patrick's Day FREE Safe RIDE
 - Earth Day Free Transit Day
 - Earth Day at UNR
 - Sustainability Tour
 - Corporate Health Fairs
 - Older Americans Month
 - Senior Dimension Spring Health Fair
 - Stuff A Bus for Seniors Donation Drive
 - Bike Month & Bike Week
 - Dump the Pump Free Transit Day
 - Star Spangled Sparks

- Senior Fest
- Hot August Nights Parade
- Midtown Art Walk
- Senior Transportation Options – Reno Local AARP
- Best in the West Nugget Rib Cook-Off
- Great Reno Balloon Race
- International Walk to School Day
- Election Day Free Transit
- Veterans Day Free Transit
- Stuff A Bus Holiday Food Drive
- New Year’s Eve FREE Safe RIDE

Planning Studies Completed and Under Development:

- 2040 Regional Transportation Plan Amendment 1
- 2018-2022 Regional Transportation Improvement Program Amendment 1
- 2018 Bicycle, Pedestrian and Wheelchair Count Annual Report
- Washoe County Regional Travel Characteristics Survey
- Transit Asset Management Plan
- ADA Transition Plan
- South Meadows Multimodal Transportation Study
- RTC Affordable Housing Study
- Leadership in the Vision Zero Task Force

Public Transportation:

- 7.24 million RTC RIDE transit trips were provided
- 1.68 million RTC RAPID trips were provided
- 241,758 RTC ACCESS transit trips were provided
- RTC VANPOOL program added 39 vanpools, now totaling 156
- Completed Jerry L. Hall Operations and Maintenance Facility renovations to accommodate expansion of the electric bus fleet
- 17 electric buses brought into service
- Token Transit app sold 77,617 tickets; \$547,185 in sales; 8,317 unique customers; 644,862 estimated trips taken

Complete Streets:

- 4th Street/Prater Way construction complete
- Phase II SouthEast Connector construction complete
- Virginia Street Bus RAPID Extension Project utility relocation complete
- Evans Avenue Bicycle and Pedestrian Improvements complete
- Pavement preservation projects completed
- North Valleys safety and intersection improvements constructed
- Improved signal timing for 405 regional traffic signals
- 211 new pedestrian ramps constructed

- 17.53 miles of bike lanes added
- 5.7 miles of multi-use pathways constructed
- 3.2 miles of new sidewalks constructed

FISCAL IMPACT

There is no fiscal impact associated with this item.

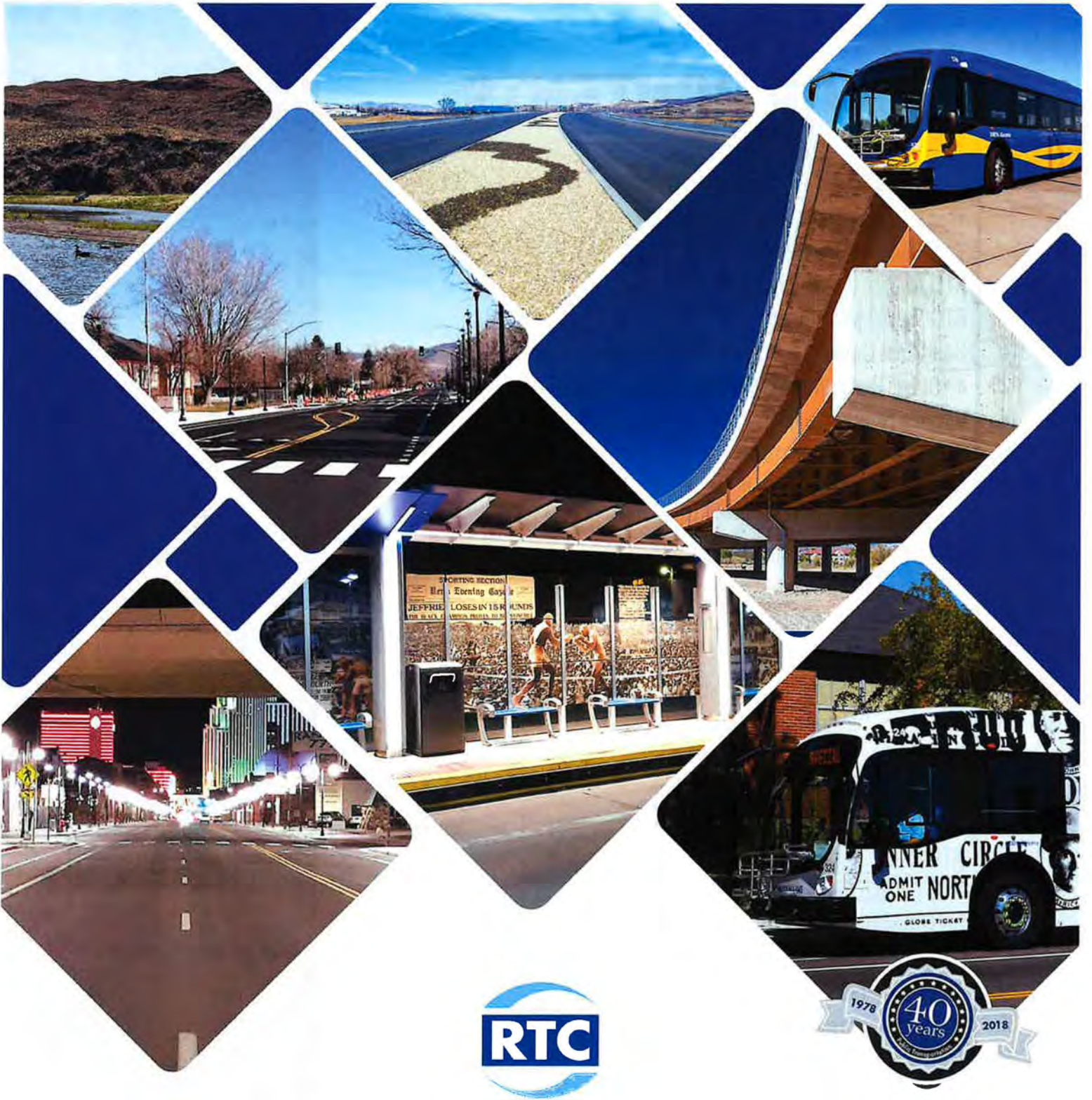
PREVIOUS ACTIONS BY BOARD

There have been no previous Board actions on this item.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Engineering & Construction • Public Transportation & Operations

Metropolitan Planning Organization of Washoe County, Nevada

2018 ANNUAL REPORT

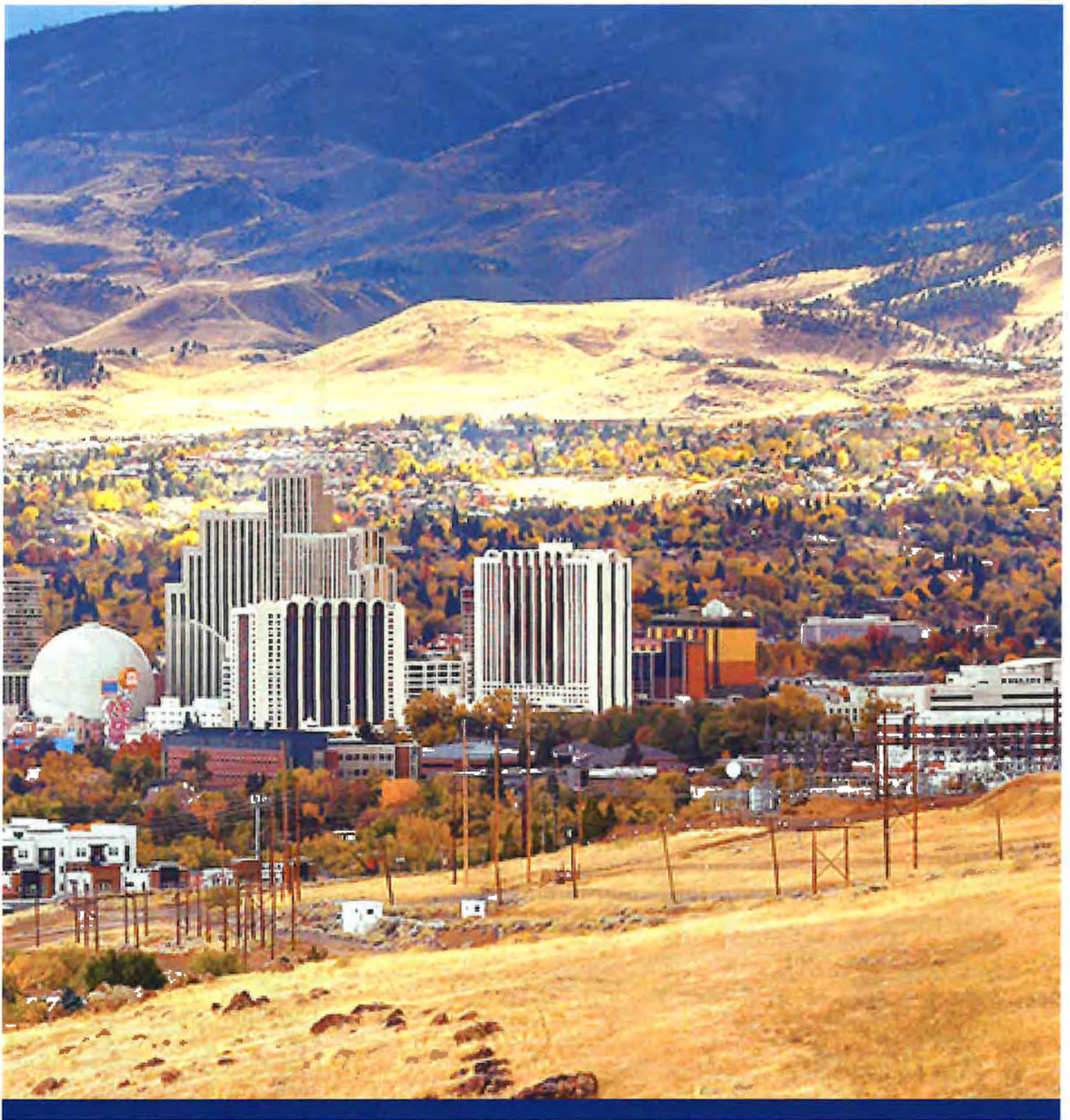
Your RTC. Our Community.



TABLE OF CONTENTS

3	Message from the RTC Executive Director
4	Your RTC Board of Commissioners
5	Your RTC Director Team
6	RTC Awards & Recognitions
8	RTC Transit Milestones
10	SouthEast Connector Project Grand Opening
12	4 th Street/Prater Way Bus RAPID Transit Project Grand Opening
14	Virginia Street Bus RAPID Transit Extension Project Begins Construction
16	Regional Road Investments
18	Traffic Signal Optimization
19	Safety is Our Culture
20	RTC 2018 Planning Studies
20	Downtown Reno Partnership
21	Supporting Safe Routes to School
21	Vision Zero Truckee Meadows
22	Regional & Community Partnerships
23	Innovative Transportation Solutions
24	RTC Board Lowers Transit Fares
25	RTC Electric Bus Program Expansion
26	RTC Public Transportation & Operations
28	RTC Smart Trips, Token Transit & NextBus
29	RTC Sustainability Commitment
30	Rededication of Jerry L. Hall Operations & Maintenance Facility
32	Responsive Quality Customer Service
32	The Road Ahead with RTC
33	Process Improvement Initiative
34	RTC Communication Tools
35	Social Media Metrics
36	RTC Community Engagement & Outreach
37	Community Partner Events
38	2018 Performance Measures





RTC GUIDING PRINCIPLES

- Safe and Healthy Communities
- Economic Development and Diversification
- Sustainability
- Increased Travel Choices

YOUR 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 Reno City Council Members
- One Sparks City Council Member
- Two Washoe County Commissioners



BOB LUCEY
RTC Chair
Washoe County Vice Chair
Serving since January 2015



NEOMA JARDON
RTC Vice Chair
Reno Council Member
Serving since December 2013



RON SMITH
RTC Immediate Past Chair
City of Sparks Mayor
Serving since January 2009



VAUGHN HARTUNG
Washoe County Chairman
Serving since January 2018
Previous service January 2015 - December 2015



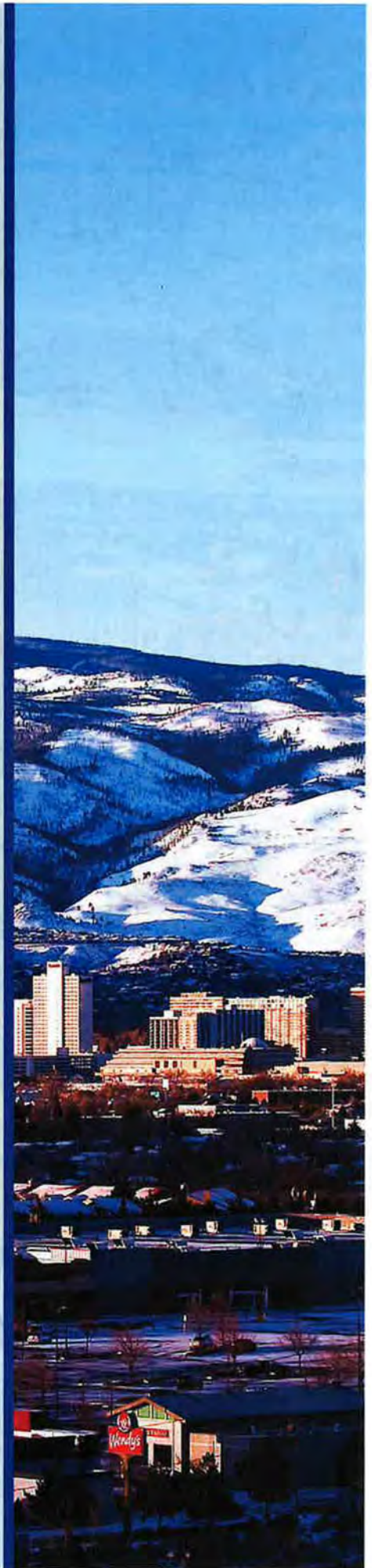
OSCAR DELGADO
Reno Council Member
Appointed December 2018



PAUL MCKENZIE
Reno Council Member
Served from August 2015 - December 2018



KRISTINA SWALLOW, Ex-officio
Director
Nevada Department of Transportation
Serving since January 2019



YOUR 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.

LEE G. GIBSON, AICP
Executive Director



AMY MCABEE CUMMINGS, AICP/LEED AP
Deputy Executive Director/
Director of Planning



STEPHANIE HADDOCK, CGFM
Director of Finance/
Chief Financial Officer



DAVID JICKLING
Director of Public Transportation
& Operations



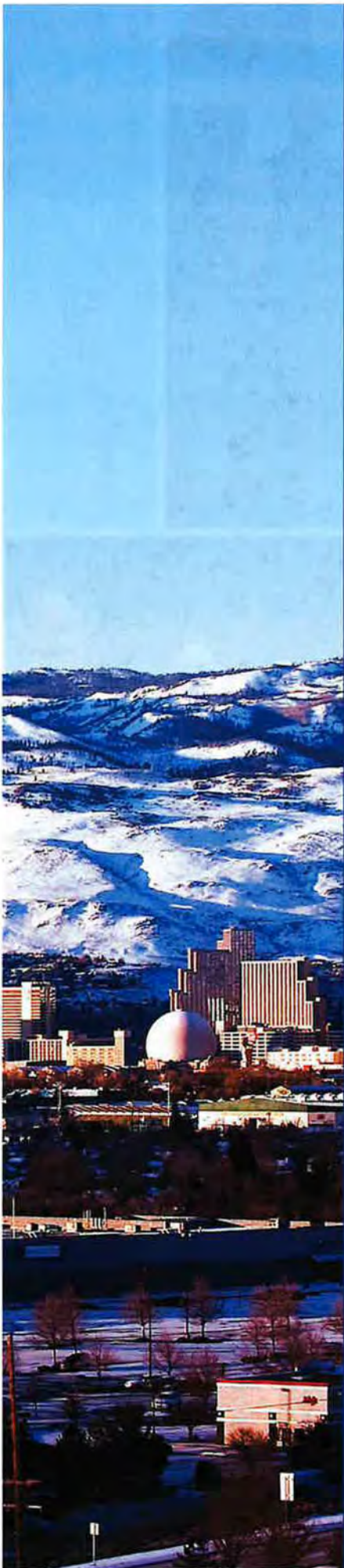
BRIAN STEWART, P.E.
Director of Engineering



ANGELA REICH, SPHR, SHRM-SCP
Director of Administrative Services



ADAM SPEAR
Director of Legal Services





**Intelligent Transportation Society of Nevada ITS - Project of the Year Award
RTC Washoe ITS Center to Center Project**



**NDOT Excellence in Partnering Gold Award
Pyramid McCarran Intersection Improvement Project**



**Coach Operator of the Year Award
MV Transportation**





**RTC Project Manager - Scott Gibson
Engineer of the Year Award 2018
American Society of Civil Engineers**



**Transportation Security Administration
2018 Gold Standard Mass Transit Award**

RTC AWARDS AND RECOGNITIONS

American Society of Civil Engineers

Engineer of the Year - RTC Project Manager Scott Gibson
March 2018

Indigo International Design, Bronze Award

Lincoln Line Bus Designs
April 2018

International Partnering Institute

2018 John L. Martin Partnered Project of the Year Diamond Award
Pyramid/McCarran Intersection Improvement Project
May 2018

Associated General Contractors Nevada Chapter

Pinnacle Award for General Engineering Contractors and
Contracts Innovation for Projects over \$5M to Granite Construction
Pyramid/McCarran Intersection Improvement Project
May 2018

North American Transportation

Coach Operator of the Year Award - John Moss
June 2018

NDOT Excellence in Partnering Gold Award

Pyramid/McCarran Intersection Improvement Project
July 2018

Intelligent Transportation Society of Nevada ITS

Project of the Year Award
RTC Washoe Intelligent Transportation Society of America
Center to Center Project
November 2018

American Consumer Council

Green C Self-Certification Program Recognition
November 2018

Government Finance Officers Association

2018 Certificate of Achievement
November 2018

Transportation Security Administration

2018 Gold Standard Mass Transit Award
December 2018

RTC RIDE MILESTONES



RTC ACCESS MILESTONES





\$300M
 RTC-5 Locally Funded

5.5
 Miles



AST
OR

SOUTHEAST CONNECTOR PROJECT

Envisioned for more than 50 years, the SouthEast Connector is a 5.5-mile, six-lane regional roadway with a separated multi-use recreational path.

Thousands of drivers traveling back and forth from east Sparks to south Reno now save travel time by using the new SouthEast Connector, which was dedicated as Veterans Parkway when it opened to the public on July 6, 2018. To celebrate, the RTC held a Community Fun Run, Bike, Walk event on June 30, attended by more than 5,000 people. The roadway opened one week later following a ribbon-cutting celebration with RTC Commissioners, local elected officials and U.S. Senator Dean Heller.

Connecting Communities. Restoring the Environment. Creating Prosperity.



GRAND OPENING JULY 6, 2018

The SouthEast Connector provides an alternate route to the heavily traveled US 395/I-580 freeway and southeast McCarran Boulevard, Longley Lane and Double R Boulevard. The roadway now brings the community these benefits:

- Improves connectivity for north/south travel in our region
- Reduces traffic congestion
- Accommodates current and future employment centers, commercial and residential developments
- Provides options for alternative modes of transportation in this corridor, including biking and walking along the multi-use path
- Enhances safety for motorized and non-motorized travel
- Provides additional emergency access during flood events
- Enhances environmental resources, with a restored and re-vegetated wetlands area
- Improves wet lands water quality within the project area
- Supports economic opportunities, job creation and increased economic output

4TH STREET/ PRATER WAY BUS RAPID TRANSIT PROJECT

GRAND OPENING DECEMBER 14, 2018

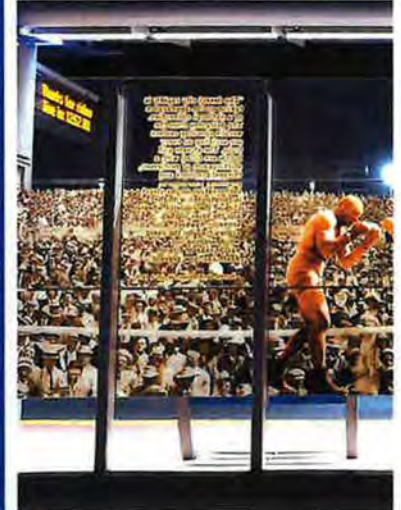
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The RTC began construction of the 4th Street/Prater Way Bus RAPID Transit project in January 2017 and the project was completed in November 2018, on schedule and under budget. The \$58-million regional investment was funded with federal and state local funds. It better connects Downtown Reno to Downtown Sparks providing more access to jobs and education opportunities. The 3.1-mile project extends from RTC 4TH STREET STATION to Prater Way at Pyramid Way.

The project brings improved connectivity and mobility to the region's workforce and its residents. We are proud of the work we have done, collectively, U.S. Department of Transportation recognize the RTC in 2015 with the Transportation Planning Excellence Award for the 4th Street/Prater Way Bus RAPID Transit Project.

The RTC's new RAPID Lincoln Line service operates on the 4th Street/Prater Way Corridor with four new Proterra electric buses. Each bus has an increased range of 130 to 180 miles on a single electric charge and provides a smoother and quieter ride for passengers. The new service celebrates the historic Lincoln Highway and honors the corridor's rich history through historic images on the bus exteriors, and on the eight new RAPID stations along the corridor. The Lincoln Highway was established in 1913 and crossed through the cities of Reno and Sparks. Each bus bears the likeness of President Abraham Lincoln during whose administration Nevada was given statehood on October 31, 1864.

The project revitalized and transformed the corridor with wide sidewalks, bike lanes, landscaping, and energy-efficient LED lighting. Utilities were also placed underground, removing poles and barriers for people with disabilities in compliance with the Americans with Disabilities (ADA) Act and enhanced the skyline view.





VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT BEGINS CONSTRUCTION

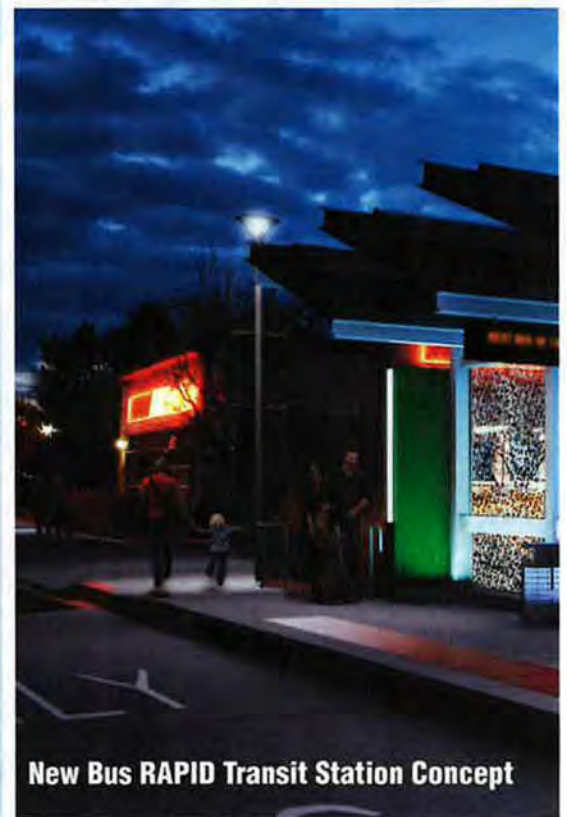
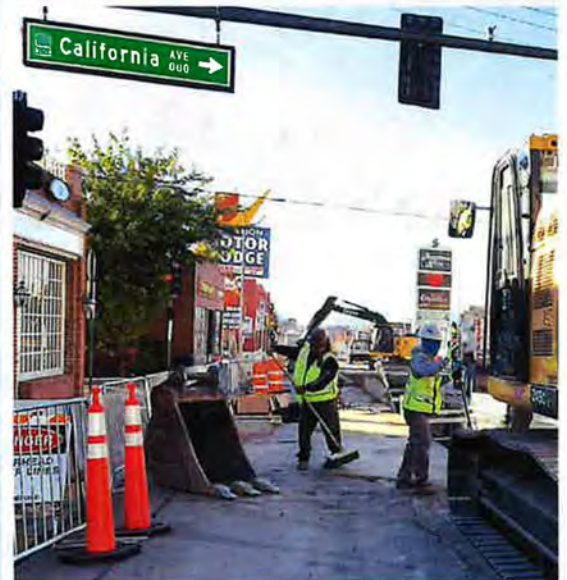
The RTC began replacing infrastructure in the Virginia Street corridor in midtown on September 4, 2018. This project will support economic development, enhance safety and improve livability in the corridor. The project is funded with fuel tax revenue and federal funds. The project is the first of multiple projects stemming from the Virginia Street Corridor Investment Plan.

The project addresses critical transportation needs including improving transit operations by extending the RAPID Virginia Line transit service to the University of Nevada, Reno (UNR), correcting ADA sidewalk deficiencies, improving traffic operations and beautifying the corridor. Up to 240 trees will be added to the corridor as part of the project.

The RTC has done extensive community outreach and has implemented a robust business-support program to help businesses be successful during construction. The project team holds stakeholder meetings, monthly events and promotions in Midtown, among other initiatives to encourage the community to patronize and support Midtown businesses.

Construction is expected to be complete in late 2020. The new extended RAPID Virginia Line service is expected to start in Spring 2021.

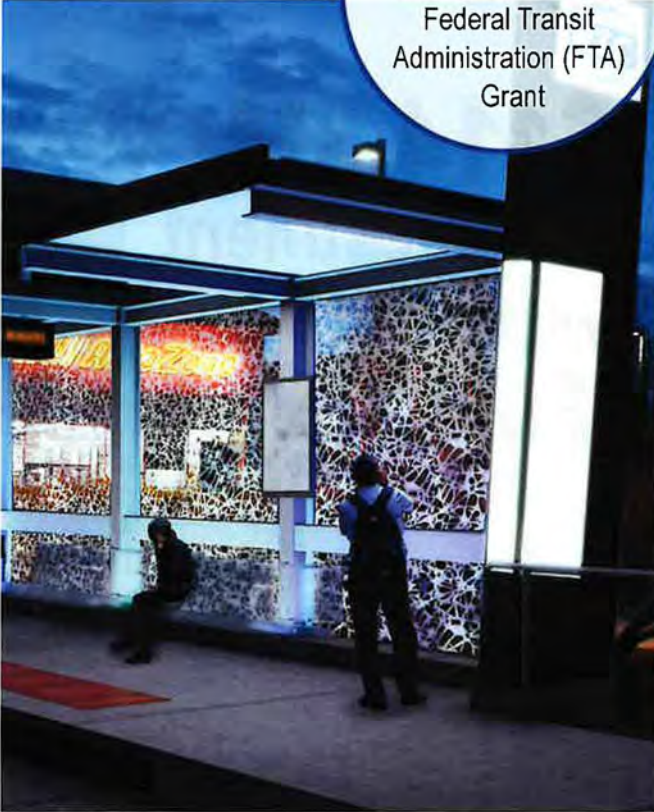
To learn more, visit VirginiaStreetProject.com.



New Bus RAPID Transit Station Concept



\$80M
 RTC Local Fuel Tax,
 Federal Transit
 Administration (FTA)
 Grant



Sidewalk Concept Near Arroyo Street

REGIONAL ROAD INVESTMENTS

Completed Pavement Preservation Projects

Projects are identified and prioritized through consensus from staff of City of Reno, City of Sparks, Washoe County and the RTC, based on pavement condition data.

City of Reno

Airway Drive
Arlington Avenue
Carat Avenue
Cashill Boulevard
Center Street
Lancaster Drive
Longley Lane
Mae Anne Avenue
Mill Street
Wedge Parkway
Red Rock Road
Rio Wrangler Parkway
Silver Lake Road
Sky Vista
Steamboat Parkway
Vassar Street
Virginia Street

City of Sparks

Coney Island Drive
Deming Way
Disc Drive
East Glendale Avenue
East Victorian Avenue
El Rancho Boulevard
Frazer Avenue
Galleria Parkway
Glen Carran Circle
Greenbrae Drive
Hymer Avenue
Industrial Way
Kleppe Lane
Larkin Circle
Los Altos Parkway
Meredith Way
North Wingfield Parkway
Pittman Avenue
Purina Way
Rock Boulevard
South Stanford Way
South Wingfield Parkway
Shaber Avenue
Sparks Boulevard
Spice Islands Court
Victorian Avenue
Vista Boulevard
Wingfield Hills Road

Washoe County

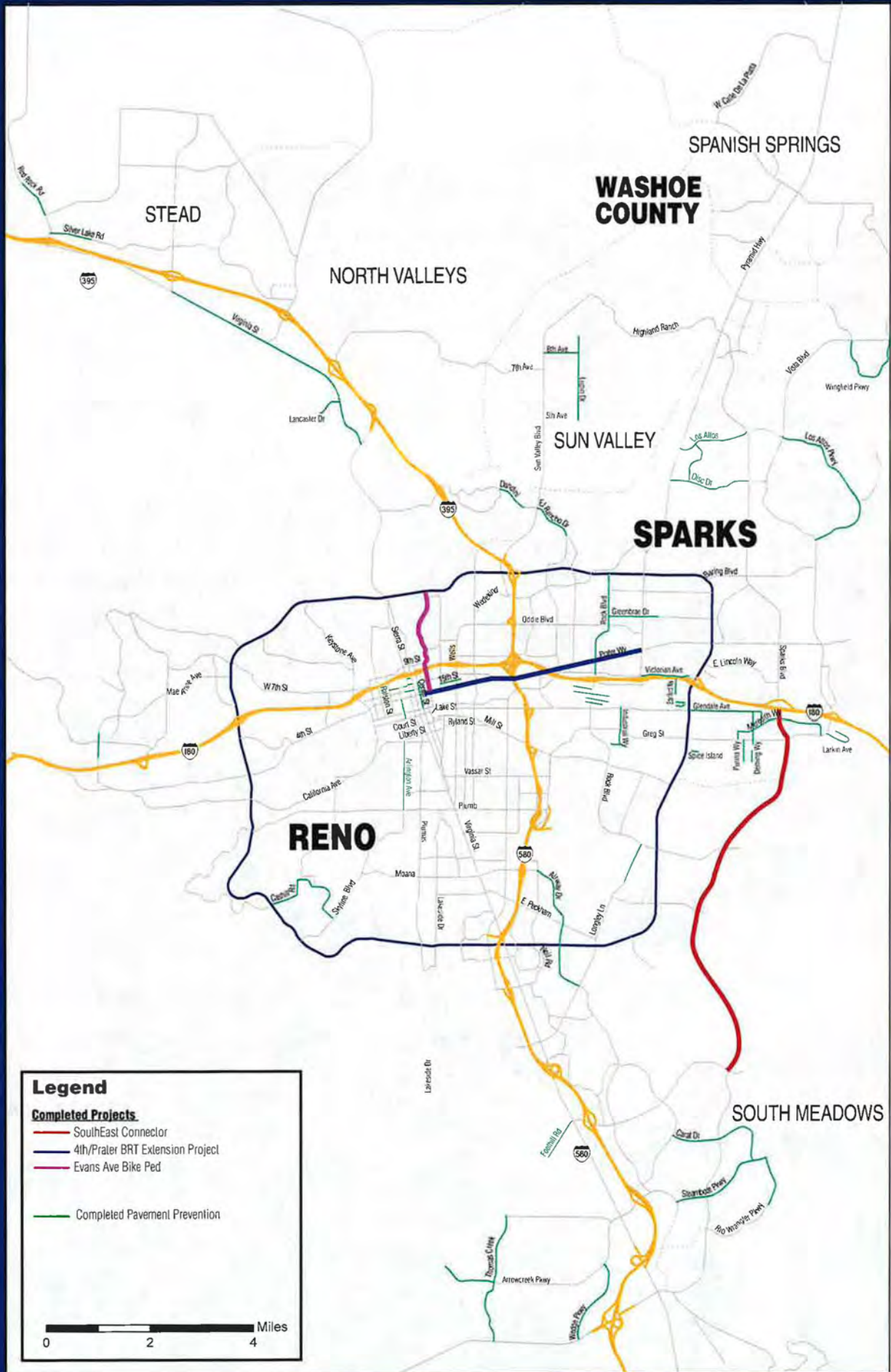
Lupin Drive
Red Rock Road
South Verdi Road
Thomas Creek Road

Completed Road Projects

SouthEast Connector
4th Street/Prater Way Bus RAPID Transit
Evans Avenue - Bike/Pedestrian Project
North Valleys Improvements Phase 2

\$114.3M
2018 Investment
with RTC-5
Fuel Tax*

**Investment based on Fiscal Year 2018 expenditures. Total regional road investment significantly higher with prior fiscal year investments.*



Legend

Completed Projects

- SouthEast Connector
- 4th/Prater BRT Extension Project
- Evans Ave Bike Ped
- Completed Pavement Prevention

0 2 4 Miles



TRAFFIC SIGNAL OPTIMIZATION

In 2018, the RTC continues to work with our regional partners to improve the timing of various regional traffic signals. The RTC keeps our community moving by updating traffic signal timing throughout the region. The project is a three-year, \$1-million commitment to improving traffic flow throughout the region. Eighty eight traffic signals were retimed in 2018.

Although the RTC does not own any traffic signals, we support 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.

As part of the retiming process, RTC engineers use information from the National Cooperative Highway Research Program (NCHRP) to bring the traffic signals up to current standards and improve safety. The retiming process also allows engineers to remeasure crosswalks and recalculate pedestrian crossing times.

LOCATIONS OF UPDATED AND RE-TIMED SIGNALS:

- Damonte Ranch Parkway – Zolezzi Lane to Double R Boulevard, and Double R Boulevard at Double Diamond Boulevard
- Keystone Avenue – 1st Street to 7th Street, and 4th Street at Vine Street
- Pyramid Way – Nugget Avenue to Lazy 5 Parkway, and McCarran Boulevard at Rock Boulevard and 4th Street.
- Rock Boulevard – Greg Street to Prater Way
- Downtown Reno - 47 signals retimed, including 1st Street, 2nd Street, 4th Street, 5th Street, 6th Street, Sierra Street, Center Street, Lake Street and Arlington Avenue

To report traffic signal issues, call (775) 355-ROADS

WE ARE PROUD OF OUR SAFETY CULTURE!



Safety is a guiding principle and top priority for RTC. During 2018, the RTC completed these improvements to further the guiding principle of creating a safe and healthy community.

- 211 new pedestrian ramps
- 17.53 miles of bike lanes added
- 5.7 miles of multi-use pathways
- 3.2 miles of new sidewalks
- New crosswalk and corridor lighting





RTC 2018 PLANNING STUDIES

- **ADA Transition Plan** – This plan identifies accessibility improvements for RTC programs, services, and facilities, in compliance with the Americans with Disabilities Act (ADA). Completion date: Fall 2019.
- **Bicycle, Pedestrian and Wheelchair Count Annual Report** – RTC completed its fifth year of the annual count program. The annual report tracks performance targets for alternative mode share and utilization of regional facilities.
- **Bicycle Facility Alternatives Analysis** – This study evaluated alternative bicycle facility designs on Center and Sierra Streets. The preferred alternative is a two-way cycle track on Center Street and a bike lane on Sierra Street. Completed August 2018.
- **Transit Asset Management Plan (TAM)** – The plan provides a benchmark as well as maintenance and replacement schedule to ensure RTC facilities and equipment remain in a state of good repair. Completed October 2018.
- **Washoe County Regional Travel Characteristics Study** – This study provides a comprehensive analysis of regional travel demand patterns for residents and visitors. Completed April 2018.
- **South Meadows Multimodal Transportation Study** – This study was initiated to address safety and mobility needs in the South Meadows area. Completion date: December 2019.

DOWNTOWN RENO PARTNERSHIP

The Downtown Reno Partnership is a new business improvement district (BID) working to make downtown Reno a safer, cleaner, friendlier district. It includes an ambassador program to provide information and support services to downtown residents and visitors. In coordination with the City of Reno, the Partnership also provides enhanced street maintenance and police services. The Partnership supports increased safety and ridership at RTC transit stops throughout downtown, including at 4TH STREET STATION.

SUPPORTING SAFE ROUTES TO SCHOOL

Safe Routes to School promotes physical activity and the reduction of vehicle emissions, and promotes healthy lifestyles. Studies show that active students arrive to school ready to learn and be productive. The RTC funds the full-time coordinator of the SRTS with the Washoe County School District. The overarching goal of SRTS is to reduce the number of vehicles within the vicinity of K-8 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 safely.



VISION ZERO TRUCKEE MEADOWS

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. The Task Force is a regional partnership focusing on pedestrian safety in our community. Our vision is to work together to keep everyone safe on our roads. By partnering together to make roads and sidewalks safer for pedestrians, we make our roads safer for everyone. The task force will make equitable, data-driven, and transparent decisions to improve safety throughout our community.

The multi-jurisdictional Task Force is comprised of staff members from the Regional Transportation Commission (RTC) of Washoe County, City of Reno, City of Sparks, Washoe County, Reno Police Department, Police Department, Nevada Department of Public Safety, Nevada Office of Traffic Safety, University of Nevada, Reno, Washoe County School District, Nevada Department of Transportation, Nevada Highway Patrol, Washoe County Health District, Washoe County Sheriff's Office and REMSA.

REGIONAL & COMMUNITY PARTNERSHIPS

Public Sector Partners

City of Reno
City of Reno Neighborhood Advisory Boards
City of Reno Access Committee
City of Reno Arts and Culture Commission
City of Reno Senior Citizen Advisory Board
City of Sparks
Federal Highway Administration (FTA)
Federal Highway Administration (FHWA)
Nevada Department of Transportation (NDOT)
Nevada Department of Public Safety
Nevada Office of Traffic Safety
Reno Tahoe Airport Authority
Reno Sparks Indian Colony
Safe Routes to School
State Historic Preservation Office
The Offices of the Nevada Congressional Delegation
The Office of Nevada Governor Brian Sandvol
Truckee Meadows Regional Planning Agency
U.S. Army Corps of Engineers
U.S. Department of Transportation (USDOT)
University of Nevada, Reno
Washoe County
Washoe County Citizen Advisory Boards
Washoe County Health District
Washoe County School District
Washoe County Senior Center

Private Sector Partners

American Planning Association Nevada
American Public Works Association Nevada
American Society of Civil Engineers Nevada
Atkins
Atlantis Resort Hotel & Casino
Granite Construction
Brewery District Association
CA Group, Inc.
Cal Neva
Construction Materials Engineers, Inc. (CME)
Community Health Alliance
Community Homeowner Associations

Cumulus Media Group
Dickson Realty
Downtown Reno Partnership
EDAWN
Food Bank of Northern Nevada
Grand Sierra Resort
Headway Transportation formerly Traffic Works
Healthy Communities Washoe County
HDR
Intelligent Transportation Systems
ITE
Jacobs (Formerly Ch2M)
Jacobs Entertainment
Kiwanis Service Organization
Kimley Horn
KOLO 8 News now
Lamar Advertising
Lawlor Events Center
Lotus Radio
Midtown Merchants Association
Morrey Distributing
NAIOP
NCE, Inc
Nevada Electric Transportation Forum
Nevada Veterans Memorial Plaza Foundation
The Nugget
Peppermill Hotel & Casino Resort
Proterra, Inc.
REMSA
Reno Land Inc.
Reno Media Group
Reno Sparks Chamber of Commerce
Renown Medical Center
Rotary Club of Reno
Sierra Nevada Construction
Spanish Springs Construction
SPINN
TRI Center Transportation Management Association
Truckee Meadows Bicycle Alliance (TMBA)
Washoe County Chronic Disease Coalition
Wood Rodgers, Inc.
Zero Fatalities

Thank you to our partners for helping to make successful investments in transportation possible and improve our quality of life.

INNOVATIVE TRANSPORTATION SOLUTIONS

The RTC Board approved \$688,863 in grant funding for five local agencies to improve mobility for local seniors and individuals with disabilities. The RTC administers the Federal Transit Administration's (FTA) Section 5310 Funding Program for the Reno-Sparks area. The funding is awarded and distributed over a two-year cycle.

Eligible projects that support the goals and strategic objectives in the RTC-developed 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.

The following grants were approved for funding in 2018:



Senior Outreach Services (SOS) - \$63,779

- Direct-service volunteer outreach program assisting home-bound seniors without support systems with their transportation needs.

Washoe County Human Services Agency (WCHSA) - \$115,274

- Expansion of WCHSA's free transportation services to urbanized areas of Washoe County and areas of the North Valleys that are not accessible to the senior and disabled population.

Sierra Nevada Transportation Coalition (SNTC) Bucks Program/N4 Accessible Rides Program - \$226,686

- Expansion of the SNTC Bucks Program by providing \$40 in Lyft or Uber rides for \$10. Participants can purchase up to \$160 in rides for \$40 per month, as subsidized by the program.

Senior Companion Program (SIS) - \$101,737

- Provides transportation social support for seniors 60 years and older who are living independently and have limited access to outside resources.

Access to Healthcare Network (AHN) - Non-Emergency Medical Related Transportation \$181,387

- Provides non-emergency medical transportation for low-income seniors and individuals with disabilities.

Learn more at <https://www.rtcwashoe.com/public-transportation/accessibility>



RTC BOARD LOWERS TRANSIT FARES

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The RTC Board lowered fares for transit users across the board in 2018. The new fare structure ensures the availability of affordable public transportation to everyone, provides fare equity among public transportation services and passenger categories, and provides a strong incentive for transit use to help reduce region-wide traffic congestion, air pollution and fuel consumption. Lower fares means more transit riders.

September 2018: RTC lowers bus fares for Veterans and more seniors

- Military Veterans with a driver's license or state ID with a Veterans designation or DD form 214 qualify for the reduced-fare rate offered to seniors, youth and individuals with disabilities. Veterans may also qualify for an RTC Disabled ID card if they possess a VA card showing a service-connected disability.
- The qualifying age for senior fares dropped from age 65 to age 60, allowing more seniors to qualify for reduced fares.

October 2018: Bus Pass Fare Enhancements

- The 24-Hour Pass changed to a Day Pass. Prices were reduced from \$5.00 to \$3.00 (regular fare) and \$2.50 to \$1.50 (reduced fare). Reducing the need for transfers. Day Passes expire at midnight of the same day of activation.
- The 7-Day Pass was reduced from \$19.50 to \$14.50 (regular fare) and \$9.75 to \$6.00 (reduced fare).
- The 31-Day Disabled Pass is \$32.50.
- The price of a single trip for individuals with disabilities decreased from \$1.00 to \$0.75. The price of a single trip for an ACCESS ID holder changed from \$0.50 to \$0.75.

RTC ELECTRIC BUS PROGRAM EXPANSION

RTC offers our riders the opportunity to make sustainable choices using public transit. The RTC launched its electric bus program in April 2014 with four buses. In 2018, 17 new long-range, battery-powered, 100%-electric Proterra buses were added to our fleet. They provide an environmentally friendly service, and exemplify RTC's commitment to eco-conscious infrastructure implementation. With a total of 21 electric buses, our fleet is now one-third electric and one of the largest electric fleets in the U.S. As we move forward with the 2040 Regional Transportation Plan, the RTC is reducing emissions levels and laying the foundation for sustainable infrastructure which are essential to the future of RTC RIDE.

RTC has added an additional 480 kWh overhead fast charger at RTC 4TH STREET STATION and added ten 60 kWh overnight shop chargers at the Jerry L. Hall Regional Transit Operations and Maintenance Center.

Proterra has enhanced the battery technology to enable the Catalyst 40-foot buses to drive four times the distance of the original 35-foot buses on a single charge. The mileage is expected to be approximately 21.4 MPG/GGE and nominal range on a single charge is between 130 and 180 miles.

Each Proterra bus will eliminate an estimated 300,000 pounds, or the equivalent of 21 passenger cars of GHG (greenhouse gas) emissions annually. In addition to the environmental benefits, the new electric buses will also have a positive impact on RTC's operating expenses, since they require less energy to operate and have reduced maintenance costs.



RTC PUBLIC TRANSPORTATION & OPERATIONS

The RTC operates public transit in the metropolitan Reno-Sparks area, offering residents and visitors safe and reliable bus and paratransit service. We are proud of our commitment to serve our riders with quality public transportation services providing travel choices to meet the community's transportation needs.



7.24 Million rides on RTC RIDE



1.68 Million rides on RTC RAPID



241,758 trips on RTC ACCESS



90% On-Time Performance



68 Buses in RTC RIDE Fleet



45 Vans in RTC ACCESS Fleet



26 Routes



Mobility Center at RTC CENTENNIAL PLAZA



156 VANPOOLS





RTC SMART TRIPS

RTC SMART TRIPS program creates awareness of tools available to take alternative modes of transportation such as bicycling, walking, and rideshare. Using alternative modes reduces the number of single vehicle occupant trips to reduce air pollution and traffic congestion.

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. The program grew 15% in 2018 to 156 VANPOOLS.

Employers participating in the program includes: Army National Guard, Battery Systems, eBay, FCI Herlong, High Desert Prison, Sierra Army Depot, Scougal Rubber Corp., and Tesla, and several other companies.

The RTC SMART TRIPS program funds the publishing of the Bike Map in English and Spanish. Available at RTC facilities.

460 Commuters



Joined in 2018
for a total of
2,352

23 VANPOOLS



Added in 2018
YTD 156

1,500 People



Per day use
SMART TRIPS

16.5 Million Pounds



Amount of CO₂
emissions reduced
by SMART TRIPS

nextbus™

The RTC further enhanced its public transportation system by creating greater awareness of the NextBus app, which provides smart phone users with real-time bus arrival information. The same information may be received through several other methods as well:

- Text the bus stop number to 41411
- Call in the bus stop number to (775) 473-1065
- Go to rtcwashoe.com

Throughout 2018 the RTC added GPS coordinates to bus stop signs enhancing the public transit network and convenience to riders.



TOKEN TRANSIT

Technology is making transit use more convenient. The Token Transit App has been very successful in eliminating paper bus passes and is being used by thousands of transit riders. Go to tokentransit.com



77,617
Tickets Sold



\$547,185
In sales



8,317
Unique
Customers



644,862
Estimated
trips taken

RTC SUSTAINABILITY COMMITMENT

The RTC is improving sustainability across the agency to support our community and our planet for generations to come. Since 2010, the RTC has reduced our total facility energy use by 25%, reduced the criteria air pollutants per passenger trip by 13.1%, and increased our recycling rate to approximately 33%.

The RTC strengthened our continued commitment to sustainability in 2018 with these RTC Green Team-led initiatives:

- **RTC Employee Commuting Challenge** - This inaugural event encouraged RTC employees to test out alternative transportation modes to get to and from work, including walking, biking, telecommuting, carpooling and taking public transportation.
- **Composting** - The RTC Green Team launched an RTC-wide composting initiative, encouraging employees to put compostable materials such as food waste, coffee grounds, filters, yogurt and tea bags in composting bins in designated RTC composting bins.
- **Editable PDFs** - Employees can now review documents and place their comments directly in the document using Adobe Acrobat. This technology will allow employees to reduce the use of and save paper.
- **Bike Fix-it Station** - RTC staff worked with TMCC to install a bike fix-it station at the Dandini campus in November to encourage more people to bike to and from class.
- **Green C Recognition** - The RTC earned the Green C Self-Certification Program Recognition in November. The program encourages and recognizes sustainable practices among small businesses and organizations operating in the United States, and promotes corporate social responsibility that preserves and enhances our planet.





From left, Mark Maloney - RTC Transit Operations Manager, Ron Smith - RTC Chair and Sparks Mayor Pro Tempore, Greg Krause - former RTC Executive Director, Celia Kupersmith - former RTC Executive Director, Jerry L. Hall - charter RTC Executive Director, Derek Morse - former RTC Executive Director, Lee Gibson - RTC Executive Director, David Jickling - RTC Director of Public Transportation and Operations.

JERRY L. HALL
OPERATIONS AND
MAINTENANCE FACILITY

RTC REDEDICATES THE JERRY L. HALL OPERATIONS AND MAINTENANCE FACILITY

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The RTC rededicated the newly renovated Jerry L. Hall Regional Transit Operations and Maintenance Facility on Friday, July 13, 2018.

The renovated facility has new maintenance bays, raised bus storage doors and extended bus storage. It also has the capability of lifting 60-foot buses on either lift. The building also has improved lighting, which will make the repair and maintenance of buses more efficient and safer.

The Regional Transportation Commission of Washoe County was created by the State of Nevada in 1979



under the leadership of Jerry L. Hall, the RTC's first executive director. The new RTC was a consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and the Washoe County Area Transportation Study Policy Committee. In 1993, the Villanova Facility was designated as the Jerry L. Hall Regional Transportation Center in recognition of his 18 years of vision, leadership and exemplary achievement as Executive Director of the RTC.

The renovations the RTC made added capacity for our fleet, paving the way to make our fleet more modern and more electric. This serves our transit riders, but also benefits our community as electric buses have zero emissions, which improves to better air quality throughout the Truckee Meadows.

When the facility was first built in 1983, it was not envisioned that buses would become taller and fully electric. Electric and diesel bus maintenance is now faster, safer and easier thanks to the \$15-million renovation investment.

Responsive Quality Customer Service



586
Questions/comments
responded to via
rtcwashoe.com



56,909
Riders assisted in person by the
Customer Service Staff at
RTC 4TH STREET STATION and
RTC CENTENNIAL PLAZA



64,817
Riders assisted
by phone

\$1,341,725



Pass Vending
Machines Sales

THE ROAD AHEAD WITH RTC

The Road Ahead with RTC is an award-winning weekly public aired news segment that airs on KOLO 8 News Now (ABC). The two-minute segment addresses RTC programs, public transportation, planning and engineering projects.

During 2018, there were 52 segments on The Road Ahead with RTC. The segments aired during regularly scheduled news programming: Tuesdays at 6:20 a.m. on Good Morning Reno, Wednesdays at 5:30 p.m. evening news cast and Thursdays at 11:30 a.m., mid-day news.

The Road Ahead has been on the air since 2007 thanks to our media partners KOLO 8 News Now.



PROCESS IMPROVEMENT INITIATIVE

The RTC created the Process Improvement Team (PIT) to identify opportunities to streamline processes, improve efficiency, reduce operating costs, and eliminate waste. Employee suggestions are reviewed by the staff-led PIT Crew. The crew assists staff in implementing their ideas using LEAN process-improvement techniques. The following process-improvement projects were completed in 2018.

- **New Employee On-Boarding** — A new employee orientation process and handbook was developed to assist new employees' understanding of the various functions of the RTC. In addition, each department takes the lead when it comes to staff on-boarding. As an example, the Engineering Department has developed a binder for its new employees that includes information about the RTC Board, the agency as a whole, and helpful links employees can visit as they get to know their new workplace.
- **Electronic-Filing System** — A team of employees organized and created new, shared electronic folders that are accessible by all staff to streamline and simplify the filing process. Information is now more easily accessible between staff members and departments.
- **Interdepartmental Data Viewer** — A process-improvement suggestion resulted in an aggregated engineering, planning and public transportation data into a single map that is accessible by employees from all departments. As part of the map, there is a GIS-tracking tool that allows users to identify bicycle, pedestrian, ADA, and Complete Street improvements that have already been completed.



RTC COMMUNICATION TOOLS

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Public Events/Meetings

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RTC staff hosted and participated in 194 community meetings and presentations in 2018.



Press Releases

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Address important transportation project programs and events as they relate to local government. The RTC issued 90 press releases with 217 media interviews in 2018.



Social Media

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Facebook, Twitter, YouTube are regularly used to provide new information to local residents. Added Instagram, an effective tool to share information with our community. The RTC launched Instagram to our social media channels in January 2018.



eNews

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Monthly newsletter to community stakeholders providing updates on RTC projects and services. To subscribe go to rtcwashoe.com/enews.



Weekly Project Stakeholder Updates

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Project updates were electronically distributed weekly for the 4th Street/Prater Way Bus RAPID Transit Project and Virginia Street Bus RAPID Transit Extension Project helping to keep interested stakeholders informed on project progress and upcoming activities.



Hot Topics

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Subscribers can receive various information about specific topics of interest that might include, meetings service changes or interruptions, snow detours, agendas and website updates.

SOCIAL MEDIA METRICS

Instagram

730
followers

1,083
Posts Likes

420
Video Views



33
Posts

38
Posts Comments

twitter

377,600
Impressions

263
New Followers

287
Tweets

52

Road Ahead
Segments

217
Media
Interviews



90

Press Releases

You **Tube**

28,588
Minutes of Watch Time

7,107 **17**
Views Videos

46
New Followers

facebook

Impressions

679,021

Engagement

27,751

Posts

291

54
Videos





RTC COMMUNITY ENGAGEMENT & OUTREACH

The RTC continued its tradition of excellence in community engagement and public outreach in 2018, conducting 194 public meetings, presentations and events throughout the year. The RTC also participated in 217 media interviews on a range of topics related to public transportation, planning and construction.

This year's outreach included project stakeholders meetings, transit service outreach, SouthEast Connector and 4th Street/Prater Way project tours, community presentations, RIDE free transit days, among other activities.

COMMUNITY PARTNER EVENTS

The RTC provided transportation, publicity or support for a number of community events that contribute to economic development and enhancing the quality of life in the region:

- The Chamber's Alliance 2018
- Senior Transportation Options - Reno Local AARP
- St. Patrick's Day FREE Safe RIDE
- Earth Day FREE Transit
- Earth Day at UNR
- Sustainability Tour
- Corporate Health Fairs
- Stuff A Bus for Seniors
- Bike Week
- Older Americans Month
- Senior Dimension Spring Health Fair
- Dump the Pump FREE Transit
- Midtown Artwalk
- Star Spangled Sparks
- Hot August Nights Parade
- The Best in the West Nugget Rib Cook-Off
- Great Reno Balloon Race
- Senior Fest
- International Walk to School Day
- Election Day FREE Transit
- Veterans Day FREE Transit
- Stuff A Bus Holiday Food Drive
- RTC New Year's Eve FREE Safe RIDE
- SPINN
- Reno Works Program
- Brewery District Celebration the Corridor



The Chamber's Alliance Conference



Trunk or Treat



Sustainability Tour



2018 PERFORMANCE MEASURES

Safety

RTP Goal: Improve Safety	Performance Measures: Preventable transit crashes per 100,000 miles of service	Performance Target: 0	2018 Performance Measure Status: RTC RIDE 1.36 per 100,000 miles RTC ACCESS 0.50 per 100,000 miles	2018 Performance Target Status: Working towards goal
RTP Goal: Improve Safety	Performance Measures: Number of fatal crashes (5-year average)	Performance Target:* 8% annual reduction from previous year trend line (37 for year 2017)	2017 Performance Measure Status: * 37	2018 Performance Target Status: * Met 2017 goal and working towards aspirational goal of Zero Fatalities
RTP Goal: Improve Safety	Performance Measures: Number of fatal crashes per 100 million VMT (5-year average)	Performance Target:* 1.01 for year 2017 based on fatal crashes target	2017 Performance Measure Status: * 1.00	2018 Performance Target Status:/ Met 2017 goal and working towards aspirational goal of Zero Fatalities
RTP Goal: Improve Safety	Performance Measures: Number of serious injury crashes (5-year average)	Performance Target:* Maintain existing decreasing trend (172 for year 2017)	2017 Performance Measure Status: * 161	2018 Performance Target Status:* Met 2017 goal and working towards aspirational goal of Zero Fatalities
RTP Goal: Improve Safety	Performance Measures: Number of serious injury crashes per 100 million VMT (5-year average)	Performance Target: 4.80 base on serious injury crashes target based on serious injury crashes target	2017 Performance Measure Status: * 3.59	2018 Performance Target Status:* Met 2017 goal and working towards aspirational goal of Zero Fatalities

The RTC's aspirational vision is that zero fatalities on our region's roadways is the only acceptable goal and RTC recognizes that reaching that goal will require time and significant effort by all stakeholders. The annual safety performance targets identified in this report represent an important step in working toward the ultimate goal of eliminating traffic-related deaths and serious injuries. The safety performance targets are considered interim-performance levels that make progress toward the long-term goal of zero fatalities. This approach is consistent with guidance from the U.S. Department of Transportation as well as states and metropolitan planning organizations (MPOs) across the nation, including the Nevada Department of Transportation (NDOT).

Safety

RTP Goal: Improve Safety	Performance Measures: Number of non-motorized fatalities (5-year average)	Performance Target: 8% annual reduction from previous year trend line - (13 for year 2017)	2017 Performance Measure Status:* 13	2018 Performance Target Status: * Met 2017 goal and working towards aspirational goal of Zero Fatalities
RTP Goal: Improve Safety	Performance Measures: Number of non-motorized serious injuries (5-year average)	Performance Target: Maintain existing decreasing trend (33 in 2017)	2017 Performance Measure Status:* 32	2018 Performance Target Status:* Met 2017 goal and working towards aspirational goal of Zero Fatalities
RTP Goal: Improve Safety	Performance Measures: Miles of bicycle lanes added & percent of Bicycle Pedestrian Master Plan completed	Performance Target: 3-7% of plan implemented per year	2018 Performance Measure Status: 17.53 miles of bike lanes added	2018 Performance Target Status: Working towards goal
RTP Goal: Improve Safety	Performance Measures: Miles of sidewalks added of enhanced & percent of ADA Transition Plan completed	Performance Target: 3-7% of plan implemented per year	2018 Performance Measure Status: <ul style="list-style-type: none"> • 211 new pedestrian ramps • 5.7 Miles of multi-use pathways • 3.2 miles of new sidewalks • New crosswalk lighting 	2018 Performance Target Status: Working towards goal

* These performance measures are reported by NDOT one year in arrears. These performance measures are reported for 2017.

2018 PERFORMANCE MEASURES

Infrastructure Condition/ Transit State of Good Repair

RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Pavement condition index for Regional Roads	Performance Target: 80	2018 Performance Measure Status: 83.3	2018 Performance Target Status: Exceeded goal
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Preventive maintenance of transit rolling stock and facilities	Performance Target: 100% of transit preventive maintenance performed on time	2018 Performance Measure Status: 100% of preventive maintenance performed on time for RTC RIDE and RTC ACCESS	2018 Performance Target Status: Met goal
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Maintain industry standard vehicle life cycle	Performance Target: Varies per vehicle	2018 Performance Measure Status: Vehicle life cycle: Access paratransit vehicles = 7 years RIDE fixed route vehicles = 12 years.	2018 Performance Target Status: ACCESS paratransit met, RIDE fixed route not met. 95% vehicles at less than 12 years useful life

The U.S. Department of Transportation performance-based planning requirements include monitoring the Level of Travel Time Reliability (LOTRR) and Truck Travel Time Reliability (TTTR).

The Truck Travel Time Reliability (TTTR) ratio is determined by dividing the 95th percentile time by the normal time (50th percentile) for each segment. Then, the TTTR Index is generated by multiplying each segment's largest ratio from defined-time periods by its length, then dividing the sum of all length-weighted segments by the total length of Interstate.

Level of Travel Time Reliability (LOTRR) is defined as the ratio of the longer travel times (80th percentile) of a reporting segment to a "normal" travel time (50th percentile), using data from FHWA's National Performance Management Research Data Set (NPMRDS). Data are collected in 15-minute segments during all time periods between 6 a.m. and 8 p.m. The measures are the percent of person-miles traveled on the relevant National Highway System (NHS) areas that are reliable. Person-miles take into account the users of the NHS. Data to reflect the users can include bus, auto, and truck occupancy levels.

Congestion Reduction

RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Percentage of person-miles traveled that are reliable on the Interstate System	Performance Target: Targets to be determined	2018 Performance Measure Status: 95.3% of the system has a Level of Travel Time Reliability (LOTTR) less than 1.50	2018 Performance Target Status: Establishing Baseline Data
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Percentage of person-miles traveled that are reliable on the Non-Interstate National Highway System (NHS)	Performance Target: Targets to be determined	2018 Performance Measure Status: 70.4% of the system has a Level of Travel Time Reliability (LOTTR) less than 1.50	2018 Performance Target Status: Establishing Baseline Data
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Truck Travel Time Reliability (TTTR) Index	Performance Target: Targets to be determined	2018 Performance Measure Status: TTTR Index = 1.33	2018 Performance Target Status: Establishing Baseline Data
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Transit passengers per service hour	Performance Target: 30 (ongoing)	2018 Performance Measure Status: 29.4	2018 Performance Target Status: Working towards goal
RTP Goals: Manage Existing Systems Efficiently	Performance Measures: Vehicle Miles Traveled (VMT) per person	Performance Target: Max of 27 VMT per person, per day	2018 Performance Measure Status: 22.58	2018 Performance Target Status: Met goal

2018 PERFORMANCE MEASURES

Freight Movement & Economic Vitality

RTP Goal: Improve Freight & Goods Movement	Performance Measures: I-80 level of service (LOS)	Performance Target: LOS D	2018 Performance Measure Status: LOS D	2018 Performance Target Status: Met goal
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System Reliability

RTP Goal: Manage Existing Systems Efficiently	Performance Measures: Transit on-time performance for all trips operated	Performance Target: 90% transit on-time performance	2018 Performance Measure Status: 90%	2018 Performance Target Status: Met goal
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Environmental Sustainability

RTP Goal: Promote Healthy Communities & Sustainability	Performance Measures: Alternative mode share by corridor	Performance Target: 40% on E 4th Street/Prater Way, 40% on Virginia Street by 2040	2018 Performance Measure Status: 35% alternative mode share on 4th Street/Prater Way 26.2% mode share on Virginia St	2018 Performance Target Status: Working towards goal
RTP Goal: Integrate Land Use & Economic Development	Performance Measures: Alternative mode share in the transit service area	Performance Target: 15% by 2040	2018 Performance Measure Status: 12.21%	2018 Performance Target Status: Working towards goal

<p>RTP Goal: Integrate all types of Transportation</p>	<p>Performance Measures: Fleet mix - alternative fueling technologies</p>	<p>Performance Target: 100% electric or CNG fleet by 2040</p>	<p>2018 Performance Measure Status: The RTC ACCESS fleet mix is 100% CNG The RTC fleet mix breaks down as follows: Diesel - 49 Electric Diesel Hybrid- 16 Electric - 21</p>	<p>2018 Performance Target Status: Working towards goal</p>
<p>RTP Goal: Integrate all types of Transportation</p>	<p>Performance Measures: Auto emissions</p>	<p>Performance Target: The current status of the various pollutants in Washoe County is listed below:</p> <ul style="list-style-type: none"> • CO (8-hr): Attainment/Maintenance for Hydrographic Area #87. Attainment/Unclassifiable for the rest of Washoe County • M10 (24-hr): attainment/maintenance for Hydrographic Area #87. • Attainment/Unclassifiable for the rest of Washoe County 	<p>2018 Performance Measure Status: CO: 54,331 lbs. /day in Hydrographic Area #87. PM10: 4,395lbs. / day in Hydrographic Area #87.</p>	<p>2018 Performance Target Status: Met Goal</p>



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 Ave. and 15th Street
Sparks, Nevada
(775) 348-RIDE

Your RTC. Our Community.
rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 7.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: FISCAL YEAR 2019 AGENCY PERFORMANCE RATING

RECOMMENDATION

Rate the Regional Transportation Commission (RTC/agency) performance for Fiscal Year (FY) 2019 (July 1, 2018 to June 30, 2019).

SUMMARY

The Commission adopted a pay-for-performance (PFP) policy in FY 2012-2013 that increased RTC Board involvement and agency transparency with the overall performance of agency goals. The Commission is involved by rating agency performance each year and is now being asked to rate the agency's overall performance for FY 2019. The Commissioners' rating is an opportunity to provide direct feedback regarding the direction and accomplishments of RTC.

The agency performance rating is a factor in adjusting compensation for staff. The RTC has seventy-two (72) employees. Eligible employees receive an annual performance evaluation based on individual fiscal year goals during common review and may be eligible for a PFP increase effective July 1. The Commissioners' rating of agency performance is a factor in adjusting funding for 1/3 of the employee PFP pool. The 1/3 pool represents a minimum allocation of funds to each eligible employee, while directors have the discretion to award the other two-thirds of the pool based on their assessment of individual employee performance. The agency rating is a numeric score with a value between .6 and 1.5. This score is applied to the PFP pool and directly affects a portion (1/3) of the total PFP pool. This portion of the pool is proportionally distributed to each employee based on the employee's base salary. The higher the agency rating, the higher the allocated portion of the PFP pool will be. The Commission rated the agency 1.5 in 2018 and 2016; 1.4 in 2017, 2015 and 2014; and 1.3 in 2013.

FISCAL IMPACT

Funding is included in the RTC FY 2020 budget.

ADDITIONAL BACKGROUND

The RTC, as outlined in NRS 277A, delivers its programs through a broad partnership between local entities, the State of Nevada, and the Federal Government along with private sector partners. Through the vision adopted by the RTC Commissioners, RTC works to make transportation investments that support healthy communities, economic development, sustainability, and increased travel choices. Many of these projects would not have been possible without the support of Washoe County voters, who passed RTC-5 in 2008 allowing gas tax revenues to keep pace with inflation. RTC's private sector partners including consultants, construction contractors, and transit operators helped deliver RTC's programs. RTC still invests 95 cents for every \$1.00 of revenue (both tax funds and enterprise funds such as fare box proceeds and advertising) into private sector firms that design, construct and manage the region's transportation infrastructure.

A summary of RTC FY 2019 agency goals and accomplishments are attached.

YTD (March 30) FY 2019, RTC actual wages and benefits decreased 9.4 percent over the prior year actuals due to unfilled (vacant) positions remaining unfilled and from staff retirements replaced with rehires at lower salary levels. Overall, budgeted wages and benefits for FY 2019 are \$10.5 million, which remains less than the 2008 number of \$10.9 million. This means the RTC continues to remain lean with respect to salaries, wages and the size of the staff.

Staff continues to implement process improvements, including streamlining several processes in customer service, transit, administration, and finance.

The agency continued to strengthen partnerships with local, regional, state and federal agencies as well as a wide variety of community and regional organizations such as the Truckee Meadows Regional Planning Agency, Reno-Tahoe Airport Authority, EDAWN, RSCVA, and the University of Nevada, Reno, among others.

PREVIOUS ACTIONS BY BOARD

The Commissioners approved an Agency rating score as follows:

Rating	Year
1.5	May-18
1.4	May-17
1.5	May-16
1.4	May-15
1.4	June-14
1.3	May-13

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachments

COMPLETED FY2019 RTC AGENCY GOALS**COMMENTS**

- ✓ Implementation of fare and route restructuring **Completed October 2018**
- ✓ Design, construct and fund a Bus Stop Improvement and Connectivity Program
 - a) Tie in with Preventative Maintenance Road Program and ADA Program where applicable **First year underway of a 3-5 year program**
- ✓ Complete the Street & Highway Policy update **On-going**
- ✓ Complete construction of 4th Street/Prater Way project **Complete**
- ✓ Initiate ROW and utility work on Midtown section of Virginia Street RAPID Extension Project **Utility work complete & ROW acquisition underway**
- ✓ Continue implementation of the RTC Pavement Preservation Program **On-going**
- ✓ Purchase fixed-route replacement buses and paratransit vans **17 new electric buses received and in operations, October 2018. Paratransit vans moved to FY2020**
- ✓ Complete Fixed-Route Transit (RTC RIDE) Operations and Maintenance RFP –**Contract awarded in March 2019. Implementation date 7/1/19.**
- ✓ Continue traffic & pedestrian safety outreach & education **On-going**
- ✓ Update the ADA Transition Plan, include inventory of transit stops **Underway**
- ✓ Complete TOD/Affordable Housing Study **Underway**
- ✓ Initiate the South Meadows Region Multimodal Study **Underway**
- ✓ Initiate Advanced Mobility and Technology Study **Procurement initiated**
- ✓ Initiate Eagle Canyon Study **Procurement initiated**
- ✓ Update the Orange Book **On-going**
- ✓ Finalize 6th Edition RRIF Program update **On-going**
- ✓ More focus on public-private partnerships **On-going**
- ✓ Change statute language for RTC's property disposal **Under review by Nevada State Senate**
- ✓ Discuss Leveraging RTC powers for: **On-going**
 - a. Signal operations
 - b. Preventative maintenance on local roads
 - c. Regional planning
 - d. Flood control
- ✓ Enhance the Process Improvement Program **On-going**
- ✓ Continue to promote the safety of RTC employees and facilities **On-going**
- ✓ Employee recruitment, retention and succession planning **On-going**
- ✓ Continued cost controls & maintaining fiscal solvency **On-going**

A summary of RTC FY 2019 accomplishments are listed below:

I. Engineering & Construction:

Construction Completed:

- 4th Street/Prater Way Bus RAPID Transit Project completed.
- Evans Avenue Bicycle Improvements Project completed.
- SouthEast Connector – Phase II Project completed.
- Traffic Engineering (TE) Spot 7 – Package 1 (New signal at Prater/Lillard and minor improvements at 17 additional signalized intersections)
- Traffic Engineering (TE) Spot 7 – Package 2 (New signal at Pyramid/Calle de la Plata)
- More than 40 regional roads received various corrective maintenance treatments as part of the Annual Pavement Preservation program.
- Roughly 230 intersections have retiming implemented as part of the traffic signal coordination projects - construction initiated or continuing.

Construction Initiated:

- 2018 Preventive Maintenance Program - Project was suspended in fall 2018 until favorable weather conditions were available.
- 2019 Preventive Maintenance Program – Construction start in May.
- Green Bike Stamp Enhancement Project – Completed in May
- Virginia Street Bus RAPID Extension Phase 1 Project (Early Work Utility) – Phase 1 construction activities are complete.

Design Initiated:

- Arlington Bridges at Truckee River
- Bus Stop Improvement and Connectivity Program
- California Avenue and Keystone Avenue Interchange Enhancements
- Clean Water Way
- Mill Street Complete Street
- North Valleys Improvements Package 3 and 3B
- Oddie Boulevard/Wells Avenue Improvement Project
- Reno Consolidated 19-01 Project (Sutro Street, 1st Street, Lake Street, and State Street)
- Reno Consolidated 19-02 Project (North Hills Boulevard and Hunter Lake Drive)
- Reno Consolidated 19-03 Project (Sierra Highlands Drive, Colbert Drive, Hammill Lane, Ralston Street, and Ohm Place)
- Regional Road Impact Fee Program 6th Edition Update
- Sparks Consolidated 19-01 Project (15th Street, Franklin Way, Hulda Court, and El Rancho Sidewalk)
- Spaghetti Bowl Xpress (SBX) Project
- Sun Valley Boulevard Corridor Improvement Project
- Traffic Engineering (TE) Spot 8 – Package 1 (New signal at Evans/Enterprise and other minor improvements at various signalized intersections)
- Traffic Engineering (TE) Spot 8 – Package 2 (New signal at Red/Rock/Silver Lake and extension of left turn pocket at McCarran/US 395)
- Traffic Management Project Phase 2B
- Virginia Street Bus RAPID Extension Phase 2 Project (Roadway Reconstruction and BRT)

2. *Finance:*

Leverage & Maximize return of federal funds for multi-modal projects

- Small Starts application updated and re-submitted for Virginia Street Bus RAPID Transit Extension Project. \$40.4 million federal funding allocation announced by FTA.

Cost Controls

- Continued monitoring of agency and overhead costs
- Indexing increase of 1.97 percent July 1, 2018
- Responsive to street & highway and public transportation program needs

Internal Controls

- Strong process controls regarding vendor payment changes utilizing verification through known vendor contacts
- Continued regular fraud awareness communication and training

Completion and approval of FY 2019 Agency Budget

- Submitted to the State of Nevada within required deadlines

Completion of FY 2018 Comprehensive Annual Financial Report (CAFR) and financial audit

- Received unmodified opinion (highest possible rating)
- Awarded the 31st consecutive Certificate of Achievement for Excellence in Financial Reporting

3. *Planning:*

Planning Studies Completed:

- Washoe County Regional Travel Characteristics Survey
- Bicycle, Pedestrian and Wheelchair County Annual Report
- Bicycle Facility Alternatives Analysis for Center and Sierra Streets
- Transit Asset Management Plan
- 2040 Regional Transportation Plan Amendment 1
- Regional Transportation Improvement Program Amendment 1

Planning Studies Underway

- ADA Transition Plan
- South Meadows Multimodal Transportation Study
- RTC Affordable Housing Study
- Eagle Canyon Study

Community Engagement Activities

- 177 public meetings, presentations and events
- X press releases, X media interviews, and X Road Ahead segments
- Expanded social media outreach

4. *Public Transportation & Operations:*

Fixed-Route Transit

- Completed Fixed-Route Transit RFP Procurement
 - Awarded Fixed-Route Contract to Keolis Transit Services
- Rebranded RTC INTERCITY to Regional Connector
- Implemented two service changes, October 6, 2018 and May 4, 2019
- Implemented RTC RAPID Lincoln Line
 - Corridor ridership now 22% higher than previous year

- Implemented Fare Restructuring
 - US Veterans now qualify for reduced fare rides
 - Senior reduced fare eligibility lowered from age 65 to 60
 - Replaced 24-Hour Pass with Day Pass, reduced price from \$5.00 to \$3.00
 - Day Pass use more than doubled compared to 24-Hour pass last year
 - 7-Day Pass prices reduced 26% for full fare and 38% for reduced fare
 - 7-Day Pass ridership increases 265%
 - Upgraded Pass Vending Machines (PVMs) to sell all passes
- Procurement of 17 Proterra electric buses
 - Installed new fareboxes
- Developing fleet energy consumption model with Proterra
- Implemented ViriCiti hardware and software for bus telemetry and smart charger management
- Implemented Traffic Signal Priority Project on 4th/Prater and Virginia Street BRT corridors
- Completed digital radio project for RIDE
- Bus Stop Improvements
 - Installed four bus stop ADA pads
 - Installed one passenger shelter
 - Installed 18 benches
 - Awarded three-year bus stop improvement project

ADA Paratransit / Senior Disabled Services

- Processed over 1,000 applications for RTC ACCESS at the Mobility Center
- Implemented Travel Training Program
- Transitioned Paratransit software from Trapeze to Reveal
- Completed digital radio project ACCESS
- Implemented CardONE reloadable card for Washoe Senior Ride (Taxi Bucks) clients
- Reviewed and updated RTC ACCESS No-Show Policy
- Updated RTC ACCESS Riders Guide
- Upgraded Pass Vending Machines (PVMs) to sell RTC ACCESS tickets
- Implemented Token Transit mobile pass for ACCESS customers
- Brought ACCESS service boundaries in line with ADA requirements
- Awarded five FTA Section 5310 Senior/Disabled Transportation Program Projects
- Updated RTC Management Policy P-33 (RTC ACCESS ADA Compliance)
- Eliminated P-26 (CitiLift Eligibility) and P-29 (CitiLift Rider Suspension)
- Provided transportation to Senior Day at the Nevada Legislature
- Completed procurement of 10 ACCESS vans

Trip Reduction Program

- Vanpool growth from 141 – 164 vanpools
- Attended 20 transportation fairs (NDOT, Tesla, etc.)
- Upgraded Smart Trips website to include all vanpools plus all travel options
- Negotiated extension of the agreement to provide vanpool services with Enterprise
- Negotiated extension of NDOT Smart Trips program funding contract
- Obtained CMAQ funding for pilot UPass programs at UNR and TMCC
- Working with DAQ and City of Reno on Smart Trips 2 Work program (ST2W)

Facilities

- Centennial Plaza
 - Negotiated leases with Greyhound and My Ride to Work
 - Installed new flooring for Greyhound Office
 - Installed Water bottle filler
- 4th Street Station
 - Installed one additional fast fill charging station
 - Installed Water bottle filler
- Villanova Maintenance and Operations Facility
 - Installed fifteen shop chargers
 - Replacement of NDEP / UST spill buckets
 - Completed drilling of NDEP/UST hazmat monitoring wells
 - Upgraded cash room vault
 - Installed LED lighting
 - Completed contract for HVAC upgrades
 - Completed contract for Fuel Master Installation
- Terminal Way
 - Installed window “anti-bird strike film” pilot at Terminal Way
 - Partnered with NV Energy to install smart thermostats at Terminal Way
 - Composting demonstration project
 - Completed Remodel scoping project
- Sutro (RTC ACCESS/Paratransit Operations)
 - Completed procurement for CNG compressor upgrade scheduled for FY 2020
 - Replaced storm damaged PV/solar system
- Produced braille/large maps for 4SS, Centennial Plaza and Meadowood Mall transfer center
- Campaigned with the State of Nevada Public Utility Commission for Commercial Vehicle Electric Rates
- Battery Storage Study with Governor’s Office of Energy at 4SS and Villanova
- Janitorial contract
- HVAC maintenance contract
- Landscape contract
- Snow removal contract

Plans/Campaigns/Presentations

- Updated Title VI Complaint Procedures
- Developed Transit Asset Management Plan
- Free Ride Days
 - Nov 6, 2018, Election Day, 24,503 free rides
 - Nov 11, 2018, Veterans Day, 12,882 free rides
 - Dec 31, 2018, New Year’s Eve, 10,175 free rides
 - Mar 17, 2019, St Patrick’s Day, 8, 442 free rides
 - Apr 22, 2019, Earth Day, 22,837 free rides
- Envirolution Sustainability Tour
- Nevada Electric Transportation Forum and Fleet Electrification Workshop
- Fleet Con Conference Committee
- APTA Sustainability and Planning Committee
- APTA Clean Propulsion Committee
- APTA International Bus Roadeo Committee

- Zero Emissions Conference
- APTA Sustainability and Multimodal Planning Workshop
- APTA Mobility Conference
- Fleet Con / Fleet Pros Fleet Managers Conference
- Osher Lifelong Learning Institute (OLLI)
- Transforming Local Government Conference
- UNR College of Engineering – Lecture on Transit
- Air and Waste Management Association Luncheon
- Zero Emissions Bus Resource Alliance (ZEBRA)
- Submitted Autonomous Driving System USDOT grant application

Miscellaneous

- Purchased replacement FM bi-fuel CNG FM vehicle
- Received new commercial electric vehicle tariff (rate) from NV Energy
 - Will result in significant savings on electricity by crediting RTC 100% for demand charges over the next 12 months
- Installed Bike Repair Station at TMCC

5. *Administration:*

- Continued safety efforts including voluntary OSHA audits
- FTA approval of Safety and Security Plan for 4th/Prater project
- Provided training to all employees on diversity and inclusion training; workplace conflict training
- Updated Code of Ethical Standards Policy
- Updated and implemented ADA compliant forms on the RTC website to include: Bus routes/Maps; ADA complaint form and RTC employment application
- Recruited 7 new hires and two interns
- Completed VISSM traffic micro simulation software installation setup and training
- Replaced and upgraded e-mail and security servers

6. *Legal*

- Improved legal services supporting procurement, contracting and contract management activities
- Developed policies, procedures and processes for procurement, contracting and contract management activities
- Prepared analyses and recommendations regarding RTC legal function and structure
- Improved coordination with outside counsel on special projects and litigation matters
- Improved inter-departmental communication and decision-making
- Value add to various RTC executive, planning, engineering, transit, and administrative matters

RTC 2018 Awards and Recognitions

American Society of Civil Engineers
Engineer of the Year - RTC Project Manager Scott Gibson
March 2018

Indigo International Design, Bronze Award
Lincoln Line Bus Designs
April 2018

International Partnering Institute
2018 John L. Martin Partnered Project of the Year Diamond Award
Pyramid/McCarran Intersection Improvement Project
May 2018

Associated General Contractors Nevada Chapter
Pinnacle Award for General Engineering Contractors and
Contracts Innovation for Projects over \$5M to Granite Construction
Pyramid/McCarran Intersection Improvement Project
May 2018

MV Transportation
North America Coach Operator of the Year Award - John Moss
June 2018

NDOT Excellence in Partnering Gold Award
Pyramid/McCarran Intersection Improvement Project
July 2018

Intelligent Transportation Society of Nevada ITS
Project of the Year Award
RTC Washoe ITS Center to Center Project
November 2018

American Consumer Council
Green C Self-Certification Program Recognition
November 2018

Government Finance Officers Association
2018 Certificate of Achievement
November 2018

Transportation Security Administration
2018 Gold Standard Mass Transit Award
December 2018



REGIONAL TRANSPORTATION COMMISSION

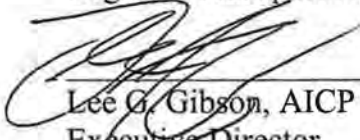
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 7.3

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, AICP
Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 8

TO: Regional Transportation Commission

FROM: 
Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.

LGG/dt