



LOCATION:

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

**DATE May 20, 2022
TIME 9:00 a.m.**

**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. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php

III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.

IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: dthompson@rtcwashoe.com.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Proclamation – May 15 – 21, 2022, is National Public Works Week

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the April 29, 2022, special meeting (*For Possible Action*)

Reports

- 4.2 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)
- 4.3 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)
- 4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)
- 4.5 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)

- 4.6 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

Planning Department

- 4.7 Approve Cooperative Agreement No. PR184-22-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2023 federal planning (PL) funds *(For Possible Action)*

Engineering Department

- 4.8 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Denver Street Apartments, LLC, and the City of Sparks for the dedication of offset-eligible improvements for Stonebrook Parkway and the intersection of Pyramid Highway and Dolores Drive *(For Possible Action)*
- 4.9 Approve a contract with Wood Rodgers, Inc., to provide design services and engineering during construction for the South Virginia Street Widening Project in an amount not-to-exceed \$1,288,024 *(For Possible Action)*
- 4.10 Approve a Local Public Agency (LPA) agreement between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for the use and reimbursement of federal funds on the Sparks Boulevard Widening Project *(For Possible Action)*

Executive, Administrative and Finance Departments

- 4.11 Acknowledge receipt of the Asset Donation Log for the fourth quarter of calendar year 2021 and the first quarter of calendar year 2022 *(For Possible Action)*
- 4.12 Approve modifications to RTC Personnel Rule 10.5 (Deferred Compensation) effective January 1, 2022 *(For Possible Action)*

5. PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing on the FY 2023 RTC Final Budget; approve the FY 2023 RTC Final Budget *(For Possible Action)*
- a. Staff presentation
 - b. Public hearing
 - c. Action
- 5.2 Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) *(For Possible Action)*
- a. Staff presentation
 - b. Public hearing
 - c. Action
- 5.3 Conduct a public hearing on the update to the Public Participation Plan; approve the update to the Public Participation Plan *(For Possible Action)*
- a. Staff presentation
 - b. Public hearing
 - c. Action

6. DISCUSSION ITEMS AND PRESENTATIONS

- 6.1 Acknowledge receipt of the 2021 RTC Annual Report (For Possible Action)
- 6.2 Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) *(For Possible Action)*
- 6.3 Review a report from the RTC's Director of Finance regarding the Fiscal Year 2023 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2022, as required by NRS 373.067 and WCC § 20.43416 *(Informational Only)*

7. REPORTS *(Informational Only)*

- 7.1 Executive Director Report
- 7.2 Federal Report
- 7.3 NDOT Report

8. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

9. PUBLIC COMMENT

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

10. ADJOURNMENT *(For Possible Action)*

Posting locations: RTC principal office: 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Washoe County, Nevada; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Washoe County, Nevada to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Neoma Jardon, Chair of the Regional Transportation Commission of Washoe County, do hereby designate the week **May 15 – 21, 2022**, as **National Public Works Week**; I urge all residents to join with representatives of the American Public Works Association, the RTC of Washoe County, and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA

By _____
Neoma Jardon, RTC Chair

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:00 A.M.

April 29, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Darin Tedford, Deputy Director of NDOT (Alternate)**

NOT PRESENT:

Kristina Swallow, Director of NDOT

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

Item 1 SPECIAL RECOGNITIONS

There were no special recognitions.

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.13 CONSENT ITEMS – taken out of order

Minutes

4.1 Approve Minutes of the March 18, 2022, meeting (For Possible Action)

Reports

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

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

4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (For Possible Action)

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

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

Planning Department

- 4.7 Approve the Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan (For Possible Action)
- 4.8 Acknowledge receipt of the 2021 Bicycle & Pedestrian Data Collection Annual Report (For Possible Action)

Public Transportation/Operations Department

- 4.9 Approve Change Order #1 in the amount of \$129,000 for price increases related to the purchase of fifteen (15) compressed natural gas (CNG) fueled paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 (For Possible Action)
- 4.10 Approve a Zero Emissions Transition Plan (ZETP) to satisfy the federal requirement that any application to the Federal Transit Administration (FTA) for grants for projects related to zero-emissions vehicles include a ZETP (For Possible Action)

Engineering Department

- 4.11 Authorize the Executive Director to negotiate a Reimbursement Agreement with the City of Reno for its micro-mode pilot project in Downtown Reno, in and amount not-to-exceed \$400,000 (For Possible Action)

Executive, Administrative and Finance Departments

- 4.12 Approve modifications to RTC Management Policy P-31, Transit Passenger and Visitor Conduct (For Possible Action)
- 4.13 Approve modifications to RTC Personnel Rule 2.3 (Unclassified Service) and 5.7 (Salary Adjustments and Pay-for-Performance) (For Possible Action)

On motion of Commissioner Hartung, seconded by Commissioner Lucey, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.13 be approved.

Item 2 PUBLIC INPUT – *taken out of order*

Chair Jardon 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. Tom Daly, local resident, commented on the dangers that currently exist on Mt. Rose Highway and would like safety improvements made. He believes the removal of the advance warning signals and the timing change of the signals has significantly impacted the safety of the road.

Ms. Kelly Hyatt, local resident, said that although she found out that there is no project currently in the works for Toll Road, she is still opposed to any future project that may come up, but would approve of an animal bridge across Geiger Grade for the horses to safely cross over the roadway.

Ms. Dora Martinez, local resident, would like the paratransit drivers to have high pay in the upcoming union negotiations. She also commented that Uber and Lyft drivers are not trained in ADA assistance for passengers and there is no accountability because there are no cameras in the cars.

Commissioner Lucey requested to speak on the Mt. Rose Highway comments and agreed with all of the safety concerns mentioned. He added that this is a mountainous area and should not be designed in the same manner as a flat region, such as in Texas. He believes the safety matters in our region are not being adequately addressed by NDOT.

Mr. Gary Watson, President of Teamsters Union, Local 533, expressed his disapproval of the way RTC and specifically, Bill Thomas, handled the situation during the Keolis employee strikes and believes the Board should call for his resignation.

Mr. Ky Plaskon, representing TMBA, submitted a letter for the record pertaining to Item 4.11 under Consent on the agenda for April 29th. (attached)

Emails and voicemails were submitted with comments in opposition to any project on Toll Road by the following:

Rhonda Gerych, local resident:

I went on the RTC site and scanned through the South Meadows Multimodal Study. I received the info on Toll Road from someone at our HOA meeting. I found the thread on ND and saw your update. Thank you! I am not 100% positive of the person's name at our HOA mtg, however, I believe I could guess from some of the posts on ND. I am relieved to know the truth and that this is not something on the radar in the near future! It could have truly devastating effects on SO many if it were implemented as it initially appeared. With your information, I can see the bigger picture and appreciate the input and insight.

Rene Averett, local resident:

My name is Rene Averett and I own property in Via Bianca Estates. I bought my home in 1998 and have been part of this community since then, serving on the Board of Directors for several years. Like many in the association, I am retired and live on a fixed budget, even with my 401K fund.

While my home is not threatened by the proposed road through our neighborhood, the people who live in the north end of the association are like me. We bought homes and land here because we loved the area, wanted a place we could afford, and planned to retire and live out our lives here. Now, this proposal to put an additional road to connect to US 395 threatens not only those who will lose their homes, but those of us living here with changes to our neighborhood, additional noise, and possible crime by opening it up closer to the public roads. It also affects our HOA, which relies on the assessments, if we lose the income from about 30 homes in the area.

But the most important part is that it will displace 30 families, whether it's two people or five or six, by forcing them out of the homes they bought because they could afford it. Even if they got around \$250,000 to \$300,000 for their house, where will they find an affordable house to move into with the same amount of space? I doubt the offer will give them upwards of \$500,000 to buy a new home.

The proposed road is about two blocks from the existing road on Geiger Grade. Why not move it farther down Toll Road to one of the places where it's easier to cut across to US395? A road a few miles down would also provide another important feature that has been largely ignored in providing another exit road from Toll Road should a fire break out in the canyon. There is currently no other road for the people on the south side of US395 to escape. In our own association, we only have one exit and that is to Toll Road, meaning we are trapped if that exit is blocked. Theoretically, there is an easement to the south, but it is unusable and runs through property owned by others who do not wish to allow it.

I feel there are other options for this proposed road. People can exit to the north via Equestrian to Curti Ranch Rd. and on to Veterans Parkway. A study done before all the apartment buildings were allowed at the roundabout at Geiger Grade reported that the additional building would not impact the traffic flow. But, it appears that it does now.

Please reconsider this plan. I am strongly opposed to taking the homes and land from people who bought here for the same reasons I did. I say no to this plan.

One other concern is why we had no notification or information regarding this plan until one of our owners read something on Facebook.

Craig and Kimberli Tobeler, local residents:

We have lived on toll road in the Via Bianca estates for forty two years. We are completely opposed to this plan and we will be attending the April 29 2022 meeting, thank you.

Laura Byrne, local resident:

I was recently informed about the "Toll Rd extension". While I understand the need for something to change to decrease the risk of accidents and traffic, I feel taking homes is the wrong route. I recently just bought my first home in the Via Bianca estates in September of 2021. I picked the home I did because as a single income household, I couldn't afford anything else in this market right now. I am not one to say take someone's business but if you take business instead of the homes then you won't be displacing so many people. I know you must pick the options that helps the most, but I implore you to think about the people who you will be removing from their homes. I worked very hard to be able to afford my first home in this horrible market and I struggled to be able to get the home I did. If you were to take my home, I won't have another option. I love my home very much and I will be devastated if you remove me from it. I know in the grand picture it is a tiny house to you but to me, it is my home. I planned to have many memories in this home with my family and friends. This past two years have been hard enough on us without something like this happening.

Let me give you some of my back story so you can understand where I am coming from. I moved to California in 2011 so that I could help others by being a drug and alcohol counselor at an inpatient rehab after getting sober myself. While I was doing so during the pandemic, my family was struck with tragedy when we lost my father. I took this as a sign to be able to return to Reno to be closer to my family. This was one of the best decisions I ever made, and I couldn't be happier. One of the reasons I was so happy was because I was able to finally afford my own home, a place I could call my own. I am begging you to reconsider taking this from me. When I bought the home, it had been a rental home for many years and needed a lot of TLC. I spent months and 10's of thousands of dollars fixing it up and making it a place that not only I was proud of but truly loved. I used all of my savings to do so because I didn't have more than my own paycheck to pay for it. I recently did landscaping and put in some beautiful trees that I was very eager to watch grow over the years.

I am at the mercy of this committee to please don't take my home from me. I don't have any options if you were to take this home from me. I have put my heart and soul into this home as it is and you will be crushing that part of me if you choose to do so.

Voicemail from Beth Hartman, local resident, is opposed to any extension of Toll Road to US 395 South because it looks like it will go through her mother's yard.

Voicemail from Sherry Cairo (sp), local resident, is opposed to any extension of Toll Road to US 395 South because it looks like it will go through her house and she put everything she has into her home.

Voicemail from Laura Byrne, local resident, is opposed to any extension of Toll Road to US 395 South because it looks like many homes will be taken, including hers, and she will not be able to purchase another home.

Voicemail from Margie White, local resident, is opposed to any extension of Toll Road to US 395 South because it looks like many homes will be taken in Via Bianca.

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

Item 5.1 thru 5.2 DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Review and evaluate Executive Director Bill Thomas' performance, and adjust compensation accordingly, as it pertains to (1) the proper duties of the position and accomplishments of Fiscal Year (FY) 2021 goals, with the effective date of any salary increase and/or bonus to be effective retroactively to July 1, 2021, and (2) the proper duties of the position and accomplishments of Fiscal Year (FY) 2022 goals, with the effective date of any salary increase and/or bonus to be effective July 1, 2022 (For Possible Action)**

Chair Jardon introduced this item, explaining that this is Mr. Thomas' first evaluation since being hired in April 2020. She then asked if the commissioners would like to begin with their comments.

In response, Vice Chair Lawson said that because this is a public evaluation, he would like Executive Director Thomas to tell everyone what he's accomplished in the past two years.

E.D. Thomas began with an explanation of the way the staff report recommendation is written. He said it is written so that it could be addressed as two separate evaluation years. He went on to say that a detailed list of his goals and their current status were included in the Board packet and then concluded by giving a presentation describing some of those goals and achievements by both himself and the agency as a whole.

Commissioner Hartung would like the RTC to focus more on moving transit to where the housing is, using FlexRIDE or another manner, whatever works well to provide public transportation to the outlying areas, such as Spanish Springs or the Cold Springs area.

He went on to say that he believes E.D. Thomas has done a very good job with the multitude of things he inherited, especially during an epidemic.

Mayor Lawson asked if funding has been set aside for new technology in the agency and a plan for the future.

E.D. responded that the short answer is yes and additional information on that would be brought with the budget at the next meeting.

Commissioner Lucey said that E.D. Thomas has stepped into the role of Mr. Gibson, who had 20+ years of experience in transportation, but also during a pandemic. He believes E.D. Thomas has done a phenomenal job overcoming the challenges of building a new culture within the organization and found a functional role for everyone within the organization to grow. He added that Mr. Thomas has created more efficient processes within all branches of the RTC and has overcome the challenges of running an organization such as the RTC.

He said one thing he would be critical about is communications with the federal delegation and our grant process. Because the current CFO is leaving, it is even more important to continue to improve those relationships.

Commissioner Delgado said overall, E.D. Thomas has done a good job by continuing to provide transit service to those in need during the pandemic while implementing improvements to the system. He would like to see E.D. Thomas building opportunities for greater and better communication to build ridership.

Chair Jardon said that it takes a very solid and talented team to be successful. She then said that the Virginia Street BRT project is incredible and the vanpool program has grown significantly. She also asked if there is any manner in place to track driver behavior of the vanpool drivers. She had one pass her going approximately 90 mph on I-80 eastbound.

Chair Jardon continued, saying that she has seen an improvement in communications in the past six months, probably due to more face-to-face meetings. She believes the driver roundtable meetings have been productive and great feedback that comes from them is extremely valuable. She added that face-to-face communications with direct staff and contractor staff is also invaluable.

She agrees with the other commissioners on the successes of so many goals and is very happy about being 13 years ahead of schedule on having a 100% alternative fuel fleet.

Commissioner Hartung said he would like staff to look at the FlexRIDE app and some of the other apps being used around the nation to see how well they work. He has heard that the FlexRIDE app is difficult to use, so should be improved.

He also asked if the FlexRIDE vans have ADL onboard and if not, it should be adopted.

E.D. Thomas said that it does already exist.

Commissioner Hartung asked E.D. Thomas to see if there is any possibility of looking into a rail option with Amtrak going out to the TRI-Center area and/or work with the neighboring county to build a rail system together.

Chair Jardon commented that NDOT has caused great frustration about their projects in the region and would like to have the RTC potentially step in to help with some of those projects.

She would also like to take a new look at the Somersett/Verdi FlexRIDE program to find out why ridership has been so low.

Lastly, she wants RTC to be more realistic about which roads are capacity roads and which should be more pedestrian, scooter and bicycle mode, instead of all roads being all things to all people.

Chair Jardon then called Angela Reich, Director of Administrative Services, to the podium to provide a snapshot of what prior raises have been.

Ms. Reich said that she does not have the percentage for this year yet, but the prior year the average staff increase was 5%. In the year 2020, there was a flat 2.1% increase due to the pandemic. She then predicted that the minimum increase for this year would be 5% and possibly a little higher.

Commissioner Hartung asked if the executive director receives a COLA like staff.

Ms. Reich responded that the RTC does not have a COLA and there have been no salary adjustments for E.D. Thomas in the past two years.

Vice Chair Lawson said he would like to know what E.D. Thomas thinks his salary adjustments should be.

E.D. Thomas' expectation is that he should get something slightly less than what the employees get, so he asked for a little less than 5% for the prior year and 4.5% for the upcoming year.

Chair Jardon asked Counsel Adam Spear how the motion should be taken, as one year at a time or both at once.

Mr. Spear said it is at the Board's discretion.

Commissioner Hartung asked if the increases would be retroactive because that is not something that is generally done at the County.

Commissioner Lucey then made a motion to give E.D. Thomas an increase of equal to what the employees received in 2021 at 5%, to be retroactive, and 4.5% for 2022. The motion was seconded by Commissioner Hartung and passed unanimously.

5.2 Acknowledge receipt of an update on the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) and provide input and direction regarding the plan (*For Possible Action*)

Mr. Jim Gee, RTC Service Planning/Innovations Manager, addressed the Board to explain the purpose of the TOPS report, which came about in response to Commissioner comments, questions and requests made at the RTC Board Retreat held in January.

He then introduced Mr. Gary Hewitt of TMD (Transportation Management Design), who gave a presentation going over the details of the report and related suggestions for improvement to the overall service plan.

Upon his conclusion, Chair Jardon asked Mr. Hewitt about his background and experience in the industry.

Mr. Hewitt said TMD is based in Carlsbad, CA, and specializes in transit planning. This should be done every 5-15 years, but RTC does it every 5 years or so. They work with very large transit systems, such as Los Angeles and Honolulu and small town systems with only 10 buses. His personal background was as the transportation planning manager with the Orange County Transportation Authority and he has significant experience with microtransit and fixed route services planning and operations.

Mr. Hewitt mentioned that we at the RTC already had a great deal of useful data that he was able to use, which is not normally the case.

Commissioner Hartung asked Mr. Gee why passengers on FlexRIDE keep getting their rides cancelled. He read the complaint that was sent to the FlexRIDE app.

Mr. Gee said he will look into the cause for those cancellations and mentioned that those comments are monitored by RTC staff. Approximately 95% are a thumbs up.

Commissioner Lucey asked Mr. Gee asked about the FlexRIDE routes proposed for the South Meadows area and the Route 52 current ridership. He would like more distinction on both Routes 52 and 56. He is glad that improved bus stops are currently under construction, which is a good thing, but would also like some modifications made to routes 52 and 56 with better connectivity. He would like the proposed FlexRIDE route to be modified to address more businesses that are currently under construction.

Commissioner Lucey also recommended a company he knows of that would be useful for our passengers to see where their bus is at any given time, similar to an “Uber” system.

Commissioner Delgado has a concern about removing bus route 19 on Wells Avenue.

Mark Maloney, Director of Public Transportation and Operation, explained that there are routes on each side of Wells that have much more frequent buses, so ridership has shifted to those routes instead of using the Wells route as it only has a bus every hour.

Discussion continued about education and feedback from passengers and additional updates will be brought in the near future.

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

Items 6.1 thru 6.3 REPORTS

6.1 RTC Executive Director Report

New Staff Introductions:

He announced the addition of two new RTC staff members:

- Christian Schonlau joins the RTC as our new Finance Director. Christian comes to us from the Nevada State Board of Pharmacy where he served as the Chief Financial Officer. He managed the staff and operations for the agency's financial functions, provided testimony before the Legislature, Board of Examiners, and other government bodies and committees, and ensured compliance to State and Federal statutes. He will be working with Stephanie to ensure a smooth transition.

We will be celebrating Stephanie’s retirement at our May 20th Board meeting, which also happens to be her last day with the RTC.

- Graham Dollarhide joins the RTC as a Senior Technical Planner. Graham has 10 years of experience in the transportation planning field. He has worked at the state, regional, and local government levels.

We are excited to have you both join our team! Please join me in extending a warm RTC welcome.

1. Congratulations to the following employees for their milestone service anniversaries:

- Ed Park, Senior Technical Transit Planner, with 25 years on May 5
- Mark Maloney, Director of Public Transportation, with 5 years on May 5
- Stephanie Haddock, Director of Finance, with 25 years on May 13
- Karin Copeland, Procurement and Contracts Analyst, with 20 years on May 13
- And Lon Harter, IT Analyst, with 15 years on May 29

He noted that, if RTC's Public Affairs Manager, Michael Moreno, were still with us, he would have reached his 20-year work anniversary on May 13. He thanked everyone who came to the previous board meeting to honor Michael's contributions to our community.

2. Next, he acknowledged the retirement of Senior Technical Transit Planner Tina Wu. Tina retired recently after spending 26 years with the RTC. She has been instrumental in upgrading our passenger amenities, such as solar bus stops, transit technology projects, and was our lead grant writer for the transit department with success most recently with awards for hydrogen fuel cell and a digital twin research project with the University of Nevada, Reno. We thank her for her service to the community and wish her well in her future endeavors.

3. RTC's very own Judy Tortelli was named the Engineer of the Year for 2022 by the Truckee Meadows Branch of the American Society of Civil Engineers (ASCE)!!! He said he's sure he speaks for all of us when he says we are extremely proud of Judy and honored to be part of her team. Well-deserved and well done!!! Congratulations!

4. Also at the ASCE event, the Virginia Street Project received the Project of the Year Award! This landmark project in the heart of our city has made Virginia Street a safer, more inviting, and more transit-focused place for everyone from Midtown all the way to the University of Nevada, Reno. He congratulated Project Manager Jeff Wilbrecht and his team, including NCE, CA Group, SNC, and Atkins, for a job well done. The entire community is benefitting from their efforts. Congratulations!

5. The RTC recently received an award for the Sun Valley Boulevard Multimodal Improvement Project Phase 1 at the Nevada Chapter of the American Public Works Association (APWA) 2022 Spring Conference for Transportation projects \$5 million to \$10 million. The project includes roadway reconstruction, new sidewalks, new bike lanes, improved bus stops, and increased safety. This project has been recognized as a much-needed and appreciated improvement for the Sun Valley community. This is a great achievement for the RTC. Congratulations to Maria Paz Fernandez and her team, including Jacobs, NCE, Washoe County Public Works, Q&D Construction, and to all of the RTC.
6. With gas prices on the rise, the RTC continues to offer transportation solutions for our community. The RTC encourages people to visit our website, rtcwashoe.com, to check out different options for their commutes, including our RIDE, FlexRIDE, VANPOOL, and carpool-matching services. In addition to saving on fuel and reducing wear and tear on your personal vehicle, taking transit, VANPOOLing or carpooling are great ways to reduce traffic congestion on our roadways.
7. Last but not least – May is Older Americans Month. As part of Older Americans Month, the Human Services Agency, the RTC and KOLO Cares have come together to host this year’s Stuff A Bus Drive-By Donation Drive. New, never-been-used donations will be accepted at the Sparks Target, on Thursday, May 19, from 1 p.m. to 6 p.m. Donations will be stored at the Washoe County Senior Center to be given to seniors in need throughout the year.

Needed items include: hygiene products, toothbrushes/toothpaste, deodorant, soap, shampoo and conditioner, disposable razors and shaving cream, combs and brushes, sweatshirts, sweatpants, bus passes, gift cards, Uber/Lyft gift cards, Uber Eats/DoorDash gift cards, jackets, cleaning supplies, coloring books, large-print word search books, reading books, movie passes, blankets, slippers, socks, gloves/hats, shorts, t-shirts, shoes, coloring items (crayons/markers/pens), and crossword puzzles in large print.

6.2 RTC Federal Report

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and briefly mentioned some of the funding programs that staff are currently evaluating which are coming out as part of the infrastructure bill.

6.3 NDOT Director Report

Mr. Darin Tedford, NDOT Deputy Director, provided the monthly report presentation which included updates on traffic safety, the Advisory Working Group, the Spaghetti Bowl Express Project (SBX), the Mt. Rose Corridor Study, the McCarran Boulevard Corridor Study, US 395 and the North Valleys, Pyramid Highway improvements, Lake Tahoe highways, and lastly, development. He then offered to answer any questions.

Commissioner Hartung thanked Mr. Tedford for safety improvements that have been made on Pyramid and asked about the timing for the other listed projects. He added that he continues to receive complaints about the removal of the advanced signal warning flashers.

Commissioner Lucey asked for more information be brought about the previously discussed accident that occurred at Thomas Creek and Mt. Rose Hwy. He would also like a particular piece of roadway off of Virginia St. currently maintained by NDOT to be handed to the County for improvements. Lastly, he would like to see additional improvements made to the roadway and lighting near Crystal Bay as soon as possible, including improvements to the stormwater drainage.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Chair Jardon congratulated E.D. Thomas on his evaluation.

Item 8 PUBLIC INPUT

Chair Jardon 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 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 12:53 p.m.

NEOMA JARDON, Chair
Regional Transportation Commission

***Copies of all presentations are available by contacting Denise Thompson at dthompson@rtcwashoe.com.*

Comments to the RTC

Good morning Commissioners.

Bike month starts tomorrow. Raise your hand if you have a bike or ridden a scooter!
Bike Month about more than just about bikes: We want to commend the RTC's micro modal plan by Sarah Going. It highlighted RTC's commitment to follow federal recommendations and local considerations.

Speaking of local. the Truckee Meadows Bike Alliance (TMBA) completed the first Safe Mobility for All Survey. 80 percent of respondents were drivers. 92 percent of respondents said they want to ride bikes more, and 85 percent said they don't feel safe here in the Truckee Meadows. It also showed that Washoe County residents want protected lanes on roads where vehicle traffic is over 25 miles per hour – simple and that is the federal recommendation. Also, residents want micro modal lanes that are continuous, and that don't suddenly end at intersections, forcing riders into vehicle traffic.

Speaking of which, the RTC's Oddie Wells Project which has physically-separated micro modal lanes has the potential to be a flagship facility here in the Truckee Meadows. But there is a connectivity problem that exists and needs to be solved. The lane on Sutro suddenly ends. This is a problem all over the city. If people are going to ride, they have to be confident that the lanes aren't going to end. Its like a road that falls off a cliff – who wants that?

Here's a solution. For bike month, can the RTC can start to log intersections where bike lanes end with the goal of fixing them? Also, at Oddie Wells, RTC has the opportunity to install a "bike box" there. How many of you have heard of that? Raise your hand. These boxes extend across the vehicle lane at intersections, to warn drivers and protect cyclists. So, that is where you as commissioners come in. City of Reno and RTC staff want to do bike boxes, but they need your support to ensure Oddie Wells and other bike lanes are continuous, highly protected and meet federal standards.

Lets summarize what you can do for bike month, log the bike lanes that fall off a cliff, fix them, especially at oddie wells and encourage staff to install bike boxes.

You could do that today and say some of the \$400,000 you considering in Item 4.11 can be used for the city to install the bike boxes at Oddie Wells. Happy micromodal – bike month!

By The Way, There is a traffic study that involves ^{Item} 4.11 that RTC completed in November. It isn't mentioned in the item, but you really should ask staff about it so you understand the potential serious traffic consequences of putting a temporary bike lane on Virginia street.

Thank you!



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.2

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

PLANNING STUDIES

McCarran Boulevard Corridor Study

Dan Doenges, Project Manager

<https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/>

Status: Summarizing data from virtual outreach. RTC and NDOT leadership meeting held to discuss preliminary findings.

Verdi Area Multimodal Transportation Study

Xuan Wang, Project Manager

<https://www.rtcwashoe.com/mpo-reports/verdi-area-multimodal-transportation-study/>

Status: Developed an initial analysis of existing conditions in the study area. A project team meeting with all participating agencies was held on May 6th.

ONGOING PROGRAMS

Bicycle and Pedestrian Planning

RTC Planning Staff

<https://www.rtcwashoe.com/metropolitan-planning/>

Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:

- *The data collection Annual Report was approved April 29, 2022.*
- *Transportation Alternatives (TA) Set-Aside Project Quarterly meeting with the jurisdictions was held on April 8th.*

Development Review

Rebecca Kapuler, Project Manager

Website N/A

Status: 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 last Board meeting:

- *Washoe County – 1*
- *City of Reno – 13*
- *City of Sparks – 1*

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

Vision Zero Truckee Meadows

Rebecca Kapuler, Project Manager | <https://visionzerotruckeemeadows.com/>

Status: The next meeting is scheduled for June 13, 2022

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities

Lauren Ball, Project Manager

Status: RTC staff conducted the following outreach activities from April 11 – May 19:

- April 11 City of Reno NAB 1 Meeting - Presentation: TE Spot 10, 4th/Woodland Roundabout*
- April 11 North Valleys Citizens Advisory Board Meeting - Lemmon Drive Segment 2 Update*
- April 13 Fleet Pros Fleet Manager Organization - Electric Vehicle Presentation*
- April 19 Transit Optimization Plan Strategies (TOPS) Outreach Event at 4th Street Station*
- April 20 Nevada Chapter of the American Planning Association Educational Luncheon – RTC presentation on planning for growth*
- April 21 Safe Routes to School Outreach Table at Wooster High School*
- April 21 UNR Earth Day Event - Table with RTC information*
- April 21 Transit Optimization Plan Strategies (TOPS) Outreach Event at Centennial Plaza*
- April 24 Free Transit on Route 16 to Reno Earth Day Event - Free Transit Event*
- April 24 Reno Earth Day Event – RTC Electric Bus and table with RTC info*
- April 26 North Valley’s Development Summit – RTC North Valleys projects and plans update*
- May 2 Traffic Signal Activation Event with Reno City Councilmember Bonnie Weber and Alice Smith Elementary Students - Golden Valley/Beckwourth Signal*
- May 3 Older Americans Month Outreach booth*
- May 4 RTC Technical Advisory Committee (TAC) Meeting*
- May 5 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting*
- May 6 All-Alternative Fuel Fleet Event with Sen. Cortez Masto*
- May 16 Steamboat Project Presentation - City of Reno Virtual Public Meeting*
- May 18 American Society of Adaptation Professionals (ASAP) - Oddie Wells Presentation*
- May 19 Stuff A Bus for Seniors at Sparks Target*

Media Relations & Social Media
Lauren Ball, Project Manager
<i>Status: The RTC issued four news releases and received 15 media inquiries regarding RTC's all-alternative fuel transit fleet, RTC returning to normal transit service on May 7, the Transit Optimization Plan Strategies (TOPS) recommendations and survey, the FY 2021-25 Regional Transportation Improvement (RTIP) Amendment No. 2 Public Comment/Participation Notice, the new traffic signal at Beckwourth Drive and Golden Valley Road, the Public Participation Plan, free transit to the Reno Earth Day event, and more.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, the new traffic signal installation at Golden Valley Road and Beckwourth Drive, RTC's all-alternative fuel transit fleet, RTC returning to normal transit service on May 7, the Transit Optimization Plan Strategies (TOPS) recommendations and survey, the FY 2021-25 Regional Transportation Improvement (RTIP) Amendment No. 2 Public Comment/Participation Notice, the Public Participation Plan, free transit to the Reno Earth Day event, and more.</i>
<i>Social media metrics for the month of April: 44,526 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production
Lauren Ball, Project Manager
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the 4th Street/Woodland Roundabout, the TOPS survey, CMAC recruitment, and Stuff A Bus for Seniors.</i>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Sierra Nevada Construction has completed construction on approximately eighty percent (80%) of the bus stops in the Phase 3 construction package. Construction will continue through June 2022.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

Mill Street Complete Street - Terminal Way to McCarran Boulevard	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/
<i>Status: Construction began earlier this year and is expected to be complete before July 2022.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: Awaiting signal equipment delivery – anticipated by the end of May 2022.</i>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com
<p><i>Status: The South Phase (widening from four to six lanes from Greg Street to Lincoln Way) is currently in the bidding phase with construction anticipated to begin this summer. Construction is scheduled to be complete this winter, but the initial bid was rejected. There were quantities issues identified within the bid which resulted in inability to perform price validation of the single bid received. Work activities for the South Phase also included advancement of the acquisition of easements necessary for constructing this phase. Work during the last reporting period also included finalizing technical reports and documents associated with Environmental Assessment for the north segment (Phase 2) of the project. The 50 percent (50 %) plans for the north segment are currently under review by RTC, City of Sparks, and NDOT. RTC is entering an LPA agreement with NDOT for future use of programmed federal funds for construction of the projects.</i></p>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<p><i>Status: The project team is developing 90% design plans. Construction is anticipated to start by the fall of 2022.</i></p>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<p><i>Status: Traffic signal optimization and new timing on SE McCarran Boulevard and Longley Lane are complete. Signal timing on Damonte Ranch Parkway is underway and anticipated to be implemented this month.</i></p>	

Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/
<p><i>Status: The contractor is completing electrical and striping work at the improved pedestrian crossings. New Rectangular Rapid Flashing Beacons at Steamboat Parkway/Horse Ranch Road and Sparks Boulevard and Ion Drive will be active by the end of May 2022.</i></p>	

Traffic Engineering (TE) Spot 10 – North	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-north-2/
<p><i>Status: Roadway slurry sealing and permanent striping is scheduled to be complete the week of May 9, 2022.</i></p>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: The construction bid opening is May 13, 2022.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: The construction contract was awarded to Titan Electrical Contracting on April 12, 2022. A preconstruction meeting will be held on May 10, 2022.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: The design is complete and the project advertised for construction on April 28, 2022</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: Preliminary design is underway on El Rancho Drive/G Street and Clear Acre Lane/McCarran Boulevard. Traffic analysis has also begun for the Intersection Control Evaluation at Cordoba Boulevard and La Posada Drive.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The team continues refining aesthetic elements into three concepts that will be presented at the second public informational meeting. Design Review Committee Meetings are proving to be productive as concurrence on decisions allows design to progress. Results from the first public informational meeting survey are being compiled so community feedback can be incorporated as the design progresses. The team is working with the City of Reno and FWHA to identify 4(f) impacts at Wingfield Park and a full 4(f) evaluation may be required. The USACOE 408 application was submitted for borings in the river. The USACOE 404 and 408 application for the project will be submitted once 30% design is complete.</i>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
Dale Keller, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<p><i>Status: Segment 1 - The traffic signal poles removed from the Lemmon/US 395 interchange were installed and are operational at the Golden Valley/Beckwourth intersection. Grinding, sawing, sealing, and patching of the concrete intersections at Military Road and Sky Vista Parkway/Buck Drive has been completed. This work was performed at night to minimize disruption to the traveling public. Landscaping and irrigation adjustments continue in front of the Walgreens. Traffic is using the new U-Turn movement provided north of Sky Vista Parkway/Buck Drive. The U-Turn in conjunction with the median island increases safety throughout the corridor. Permanent striping and signage are complete. Education outreach available through the project website on “How to Drive a DDI” continues.</i></p> <p><i>The improvements at the Lemmon/US395 interchange continue to progress quickly. All major paving at the interchange is complete, traffic signal and overhead sign structures are being installed. Southbound traffic on Lemmon Drive is driving the new Diverging Diamond Interchange configuration. The team anticipates a full marathon weekend closure of the interchange June 24-26, 2022, for open grade application.</i></p> <p><i>Status: Segment 2 - The project team is finalizing the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) is identifying an Agency Endorsed Alternative.</i></p>	

Mill Street Widening (Kietzke Lane to Terminal Way)	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<p><i>Status: Consultant continues to progress on the Final Design. Geotechnical investigation will begin this month.</i></p>	

Oddie Boulevard / Wells Avenue Improvement	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<p><i>Status: Construction began at the end of November 2021. During the first quarter of 2022, construction activities include underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three construction seasons and be complete by the third quarter of 2024. Roadwork and paving operations on Oddie Boulevard (Phase 1 section) is underway. The privacy screen on the north side of Phase 1 is almost complete.</i></p>	

Sky Vista Parkway Widening Rehabilitation	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: The project advertised for construction April 6, 2022.</i>	

Truckee River Shared Use Path	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: Coordination efforts with NDOT continued this month associated with their advancement of the final design of the project and preparation for construction activities this summer. Coordination also occurred with the Reno Sparks Indian Colony pertaining to acquisition of necessary right of way.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The cost estimate associated with the fifty percent (50%) submittal was high compared to the project budget. The design team is on hold as internal discussions regarding funding shortfalls continues. Coordination with the City of Sparks continues to ensure construction of the sewer/storm drain rehabilitation project happens prior to the RTC roadway work. Initial discussions with Washoe County School District (WCSD) determined summer 2023 break as the ideal construction window for the roadway work. The team will include language in the specifications.</i>	

Arrowcreek Parkway Rehabilitation	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Ninety percent (90%) design plans are scheduled for submittal to RTC for review in mid-May 2022.</i>	

Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The construction work is underway with Sierra Nevada Construction starting concrete curb, gutter and sidewalk work along the upper segment of Kings Row between McCarran Boulevard and Wyoming Avenue.</i>	

Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Sierra Nevada Construction (SNC) has been awarded the construction contract. Construction is scheduled to begin in August and be completed this fall.</i>	

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: Granite adjusted the roadway-paving schedule to minimize impacts to surrounding schools and take advantage of concrete crew availability. Paving is tentatively scheduled for the beginning of July. Coordination with NV Energy continues as power pole relocations are becoming critical to the schedule. An on-site meeting with the Lake Ditch Company occurred to address water seepage above the proposed retaining wall on the south side of California Avenue. The retaining wall design was revised to accommodate additional drainage behind the wall. Construction of the wall continues. Placement of curb, gutter, sidewalk, and retaining walls is ongoing and the geometric improvements at the California Avenue/Mayberry Drive intersection are starting to take shape. Storm drain infrastructure is in place and coordination with the utility companies continues as the team prepares to move into the roadway work. Nichols Consulting Engineers (NCE) continues to provide construction management and inspection.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: Construction continues to progress. Paving of the counterclockwise roadway tentatively scheduled for mid-May 2022.</i>	

Reno Consolidated 23-01 – Sutro Street and Enterprise Road	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Preliminary fifty percent (50%) design plans were submitted to the City of Reno. Review comments were received. Ninety percent (90%) plans are under development. Construction is tentatively scheduled for spring 2023.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: The preliminary design of the project is underway following information gathered from the kick-off meeting. Preliminary investigation related activities are also underway.</i>	

Peppermill BRT Station	
Jeff Wilbrecht, Project Manager	
<i>Status: The design consultant, Kimley-Horn Associates, Inc., is advancing towards final design and preparation of bid documents. Temporary construction easements necessary for the project have been secured.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Peckham Lane Rehabilitation Project	Pine Reno Apartment Homes, LLC	\$ 2,036	\$0
Sky Vista Parkway Widening/Rehabilitation Project	Vista Ridge Reno, LLC	\$11,925	\$0
Sky Vista Parkway Widening/Rehabilitation Project	Washoe County Parks District	\$38,980	\$0
Sparks Boulevard Widening Project	2555 Corp, Inc.	\$14,220	\$0
Sparks Boulevard Widening Project	D & J Holdings, LLC	\$10,000	\$0
Sparks Boulevard Widening Project	YFP, LLC	\$8,515	\$0
Sparks Boulevard Widening Project	RED Sparks SPE, LLC & Big Sparks, LLC	\$10,000	\$0
Virginia Line Northbound Peppermill Station Project	Alfred J. Gomes, III	\$ 1,522	\$0



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Activity Report.

BACKGROUND AND DISCUSSION

Highlights

RTC Achieves 100% Alternative-Fuel Transit Fleet 13 Years Ahead of Schedule – On Friday, May 6, RTC’s fixed-route bus fleet began operating with 100% alternative-fuel buses. RTC achieved this milestone 13 years ahead of schedule, originally planning to meet this goal in 2035. U.S. Senator Catherine Cortez Masto helped the RTC commemorate its announcement sending the last full diesel-powered bus into retirement. The RTC is committed to improving sustainability across our agency and throughout our community.



RTC Transit Services Returned to Normal Service Levels – On Saturday, May 7, RTC returned transit services to normal service levels with the exception of a few routes that will remain discontinued, including Route 2S, 3CC and 19. RTC transit services have been on a modified Sunday-level schedule since January 8.

Transit Optimization Plan Strategies (TOPS) Update - As a result of feedback from the community and the RTC Board, the TOPS study is recommending a suite of changes and improvements to the public transit system. If approved by the RTC Board in July, changes could start as early as September 2022 and will be fully implemented over the next five years. The TOPS study is recommending changes to over 80% of regular local routes. The study is also proposing to add two new routes by discontinuing three routes and adding two new FlexRIDE zones in West Reno and South Meadows – Damonte Ranch. As of May 5, RTC has received over 320 survey responses with a majority of passengers agreeing or strongly agreeing with the proposed changes on every route. Routes with the highest agree versus disagree are Routes 2, 9, 11, and the South Meadows/Damonte Ranch proposed FlexRIDE service.

RTC Supports Seniors During Older Americans Month –



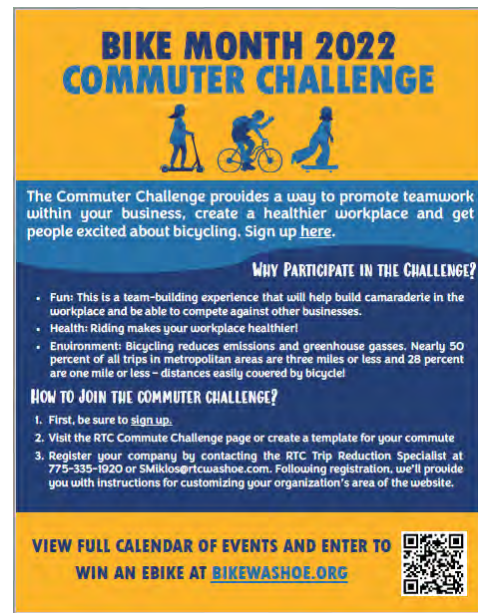
In May the RTC joined our regional partners in celebrating seniors as part of *Older Americans Month*. RTC offered three informational sessions to help seniors and their caretakers learn about transportation options in our region, and participated in the Stuff-A-Bus for seniors' donation drive. The theme this year focuses on how older adults can age in their communities, living independently for as long as possible and participating in ways they choose. RTC's Older Americans Month events included:

- **Informational Booth at Older Americans Month Opening Ceremonies** – On May 3rd, at the kick-off event and info fair the RTC staff outlined transportation options for local seniors, offered assistance and answered questions about RTC transit services. During that time, we encouraged seniors to comment on the TOPS proposed changes by completing a brief online survey.
- **Councilmember Weber Hosts Senior Luncheon** - On May 9, Councilmember Bonnie Weber hosted a luncheon for seniors in honor of Older Americans Month at Sierra Sage Golf Course. RTC staff attended to present the FlexRIDE service in North Valleys, offering assistance on how to download and use the FlexRIDE and Token Transit apps. Staff also discussed current and proposed TOPS recommendations related to the service.
- **RTC & Neighbor Network of Northern Nevada Host Sparks Library Event** – On May 20, Seniors had the opportunity to learn about RTC transit services, and various transportation options available throughout the region including RTC RIDE, RTC ACCESS, FlexRIDE, Washoe Senior Ride (WSR), Taxi Bucks, Lyft, and Uber Rides. Neighbor Network of Northern Nevada (N4), a 5310 subrecipient, discussed its Lyft Bucks and other programs.



Stuff A Bus for Seniors Donation Drive – As part of *Older Americans Month*, the Washoe County Human Services Agency and the RTC joined together to host this year's Stuff A Bus Drive-By Donation Drive at the Target near Sparks Marina on Thursday, May 19, from 1 p.m. to 6 p.m. Donations will be stored at the Washoe County Senior Center to be given to seniors in need throughout the year.

May is Bike and Commuter Challenge Month - Employees throughout Washoe County will report their commute trips on RTC'S commute calendar to win prizes from participating employers. RTC is having its own Commuter Challenge. The department utilizing the most alternative trips this month will earn its name on RTC's Commuter Challenge Cup.



RTC RIDE Key Highlights – April

- New driver bid held April 4-April 26 in preparation for the May 7 service change.
- Keolis' management team participated in two days of training with its legal team on grievance procedures, corporate compliance requirements and best practices.
- **Labor Relations:**
 - Grievances- 41 settled since the first of the year, 7 pending arbitrations, 1 pending settlement
 - Unfair Labor Practices (ULP)
 - 108 total from inception of Contract
 - 6 Against union: 3 by employees, 3 by Keolis
 - 29 Withdrawn
 - 18 Dismissed
 - 39 Settled
 - 8 Deferrals
 - 6 Open
 - 2 Pending
- In April, six trainees released to operations for revenue service and there were six driver resignations.
- Two Manager-On-Duty positions have been filled (1 promoted from driver and 1 new hire).

Keolis represented staffing headcount as of April 28, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	8	Ongoing
Coach Operators	156	11
Dispatchers	5	0
Road Supervisors	5	1
Mechanic A	5	1
Mechanic B	3	1
Mechanic C	4	1
EV Technician	1	0
Electronics Tech	2	0
Body Technician	1	0

- Keolis’ Maintenance department participated in five days of Proterra training.
- Reasonable Suspicion training has been completed for all Keolis management staff (16 total participants).
- Keolis promoted an operator to the Safety and Training Supervisor position.
- Keolis certified three new trainers in Behind the Wheel, Closed Course Skill training to assist in certifying new operators. Keolis is also training a MOD to assist in the re-training process of operators.
- The Human Resources (HR) department worked to streamline the FMLA & Leave of Absence process for employees and operations.
- The HR department continues to direct employees to look toward the future and improving overall communication. The HR manager met with four of the union shop stewards and by working together they were able to resolve an issue instead of filing a grievance.
- Keolis was excited to participate with the Reno Police Department and the U.S. Department of Transportation in a “Badge On The Bus” event that targeted unsafe driving behavior around city buses.
- Keolis celebrated Earth Day with staff by handing out reusable Keolis grocery bags and water bottles while playing fun Earth Day games, trivia, and watching educational videos. Keolis also celebrated Earth Day with the City of Reno, RTC and an electric bus at Idlewild Park.



RTC ACCESS Key Highlights – April

Safety

Accidents: 0
Injuries: 0
YTD Preventable Accident Count: 3
YTD Injury Count: 3
60 Days preventable collision free

April Safety Blitz - Distractions

April 2022 Safety Meeting

- Distractions
- Vehicle Emergencies
- Fire extinguisher training
- Not riding the lift
- iDrive trends review and training

Operations

Due to the assistance of Taxis/Uber, MTM was able to increase its on time performance to 85.82% in March 2022.

Recruitment/Staffing Update

- April 25, 2022 - 1 new hire in class
- May 2, 2022 -1 pending new hire class

MTM represented staffing headcount as of April 28, 2022:

Position	Total Employed	#Needed
Drivers	35 FT – 6 PT	21 FT – 0 PT
Dispatchers	3 FT	1
Reservationists	4.5 FT	0
Mechanic A	4 FT	0
Utility Worker	0	1 FT

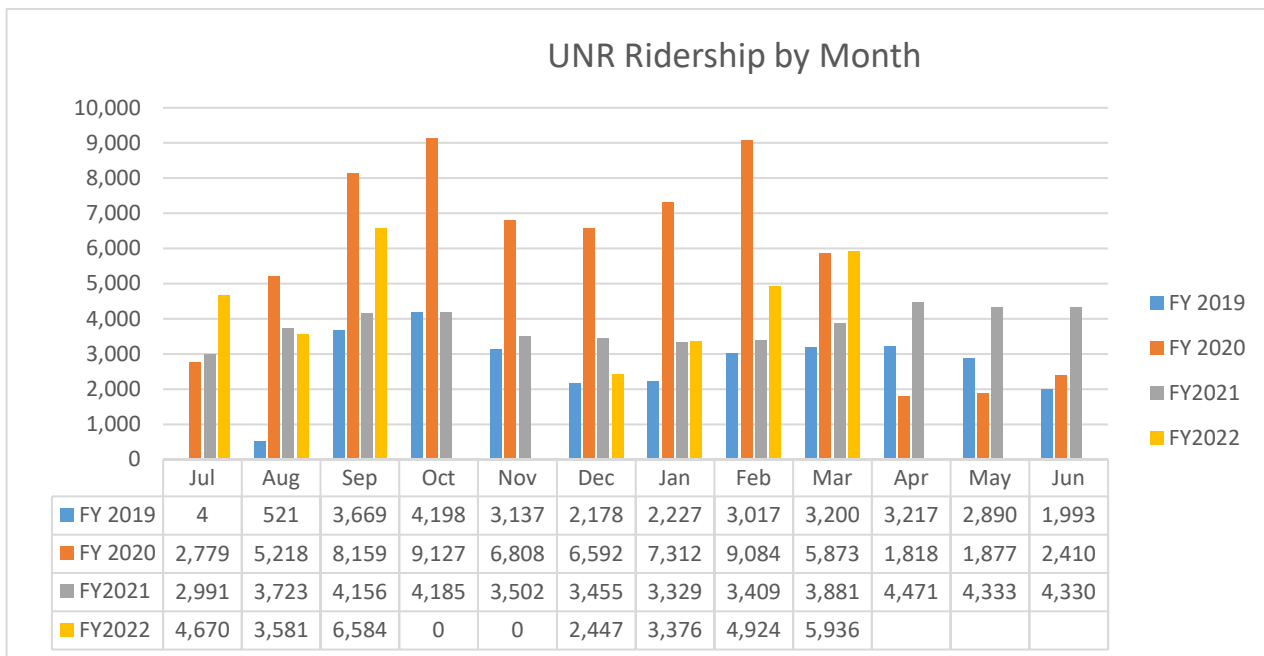
TRANSIT DEMAND MANAGEMENT (TDM) Update

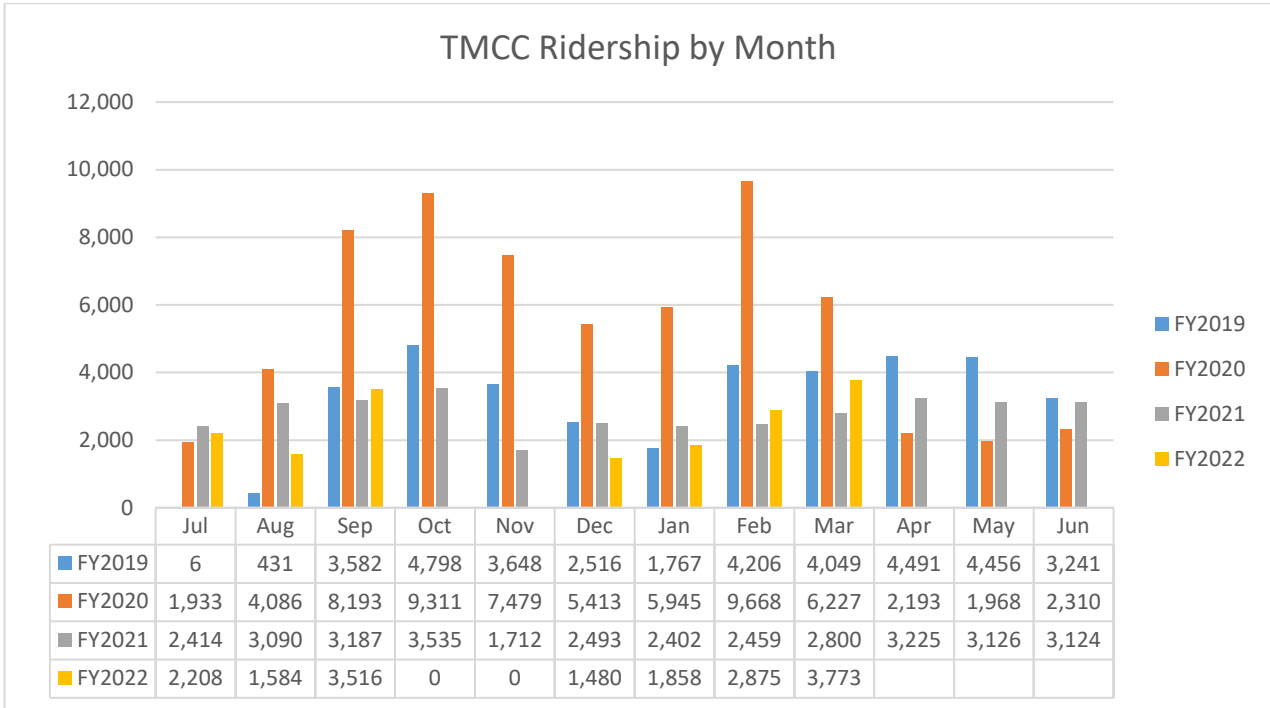
- Vanpools continue to increase from 309 to 317
- Staff did an interview about vanpools with Fox and NBC that aired on April 5.
- Staff attended the Earth Day event at UNR on Thursday April 21 promoting the ED Pass and RTC Smart Trips programs.
- Staff attended Reno Earth day at Idlewild Park on Sunday April 24th. RTC had an electric bus that people could tour. We also provided a free shuttle from the parking lot at Courthouse to the event from 10:30 am to 5:30 pm.
- The Northern Nevada Transportation Management Association (TMA) had a meeting in April and is moving forward with its plans for a summer launch.

- RTC Washoe’s vanpool program is **ranked 6th in the nation** based on passenger trips for NTD reporting as of March:

<i>Agency</i>	<i>UZA Name</i>	<i>FEB22</i>
California Vanpool Authority	Hanford, CA	260,052
San Diego Association of Governments	San Diego, CA	116,710
Los Angeles County Metropolitan Transportation Authority	Los Angeles-Long Beach-Anaheim, CA	106,946
Metropolitan Transportation Commission	San Francisco-Oakland, CA	87,601
San Joaquin Council	Stockton, CA	68,144
<i>Regional Transportation Commission of Washoe County</i>	<i>Reno, NV-CA</i>	<i>60,859</i>
Utah Transit Authority	Salt Lake City-West Valley City, UT	59,887
Potomac and Rappahannock Transportation Commission	Washington, DC-VA-MD	47,560
King County Department of Metro Transit	Seattle, WA	44,519
Metropolitan Transit Authority of Harris County, Texas	Houston, TX	39,421

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



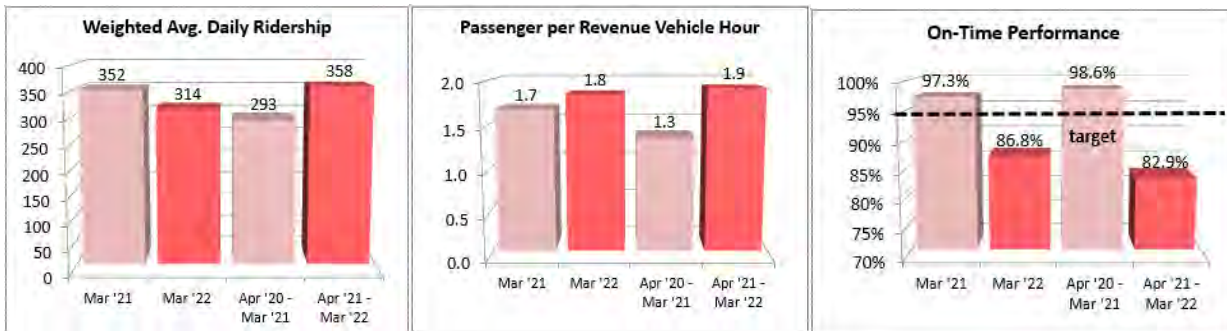


MARCH 2022 TRANSIT PERFORMANCE

RTC RIDE



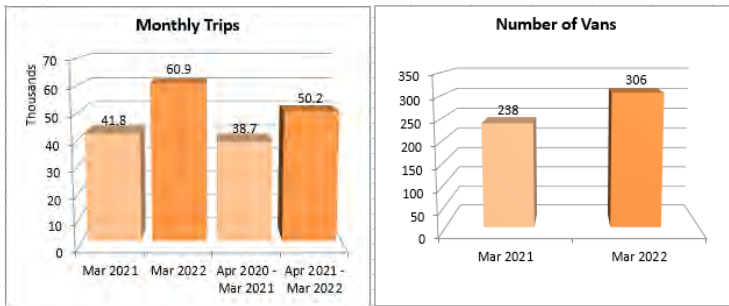
RTC ACCESS



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.5

From: Procurement Activity Report
Through: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Sky Vista Parkway Rehabilitation Project	May 11, 2022
Traffic Engineering Spot 10 - South Package A	May 12, 2022
2022 Preventive Maintenance Project	May 12, 2022
Traffic Signal Installations 22-01	May 23, 2022

Request for Proposals (RFP)

There were no Requests for Proposals.

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
Sparks Boulevard – South Phase Early Action	All bids rejected – To be rebid at a future date	N/A	N/A

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
The Road Ahead with RTC	Gray Media/KOLO 8 News	\$48,000
INFRA Grant – US 395 North Valleys	HDR Engineering, Inc.	\$79,624

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Terminal Great Room Remodel/Elevator	Houston Smith Construction	4/7/2022	1	\$8,193	\$2,032,610
Terminal Great Room Remodel/Elevator	Houston Smith Construction	5/9/2022	2,3,4,5	\$41,155	\$2,073,765



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 15, 2022

AGENDA ITEM 4.6

From: Dan Doenges, PTP, RSP
Director of Planning

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

The 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.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on May 4, 2022, and recommended approval of the FY 2023 RTC Final Budget to the RTC Board as well as the proposed Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP). They also acknowledged receipt of a presentation on the Transit Optimization Plan Strategies (TOPS).

Technical Advisory Committee (TAC)

The TAC met on May 5, 2022, and recommended approval of the FY 2023 RTC Final Budget to the RTC Board as well as the proposed Amendment No. 2 to the FFY 2021-2025 RTIP. They also acknowledged receipt of a presentation on the TOPS.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in April.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.7

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

RECOMMENDED ACTION

Approve Cooperative Agreement No. PR184-22-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2023 federal planning (PL) funds.

BACKGROUND AND DISCUSSION

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. PR184-22-802 is an annual agreement that identifies the amount of federal PL funds for that fiscal year. The FY 2022 federal funding is estimated at \$2,914,995.85. When approved, this agreement will become effective July 1, 2022.

The UPWP documents the major transportation planning activities to be undertaken each fiscal year and the funding sources necessary to support these activities. Federal regulations require the RTC 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.

FISCAL IMPACT

The \$2,914,995.85 in federal planning funds requires a local match of \$153,420.83 (a 95/5 ratio).

PREVIOUS BOARD ACTION

April 16, 2021 Approved the FY 2022-2023 UPWP.

ATTACHMENT(S)

- A. Cooperative Agreement No. PR184-22-802

Agreement Number PR184-22-802

COOPERATIVE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

ARTICLE I - MPO AGREES

1. The undersigned signatory MPO hereby commits to complete during State Fiscal Year (FY) 2023 starting July 1, 2022, and ending June 30, 2023, the Unified Planning Work Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

12. To provide and maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at the

administrative offices of the MPO at all reasonable times during the tenure of this Agreement and for three (3) years from federal acceptance of the project for work accomplished by the MPO under the UPWP. Such materials will be made available for two (2) inspection by authorized representatives of the DEPARTMENT or the FHWA, and copies thereof shall be furnished if requested.

13. To establish a separate fund to provide funding for the transportation planning process and to match Federal transportation planning funds.

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

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

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

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

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

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

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

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

ARTICLE II - DEPARTMENT AGREES

1. Subject to availability of funds this FY, UPWP funds encumbered by the DEPARTMENT include, but may not exceed, the following: the estimated amount of federal funds for FY 2023 is Two Million Nine Hundred Fourteen Thousand Nine Hundred Ninety-Five and 85/100 Dollars (\$2,914,995.85).

2. Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT. The estimated amount of local match to be paid by the MPO is One Hundred Fifty-Three Thousand Four Hundred Twenty and 83/100 Dollars (\$153,420.83).

3. Should MPO expend funds in excess of those federal funds actually encumbered for FY 2023 against this UPWP, those costs shall be borne solely by the MPO.

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

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

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

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

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

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2023.

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

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

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

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

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

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

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

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Sondra Rosenberg, Assistant Director, Planning
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-mail: SRosenberg@dot.state.nv.us

FOR MPO:

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

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

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

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

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

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

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

16. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

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

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

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

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

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

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

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

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

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

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

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

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

29. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

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

Director

Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:

Shane Chesney

D05162A5F4B2415

Deputy Attorney General

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.8

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Denver Street Apartments, LLC, and the City of Sparks for the dedication of offset-eligible improvements for Stonebrook Parkway and the intersection of Pyramid Highway and Dolores Drive.

BACKGROUND AND DISCUSSION

Under the RRIF Program, developers who construct or dedicate offered improvements contained in the RRIF Capital Improvement Program (CIP) will be “paid” for these contributions in RRIF waivers. To do this, the developer must enter into a RRIF Offset Agreement that will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, the estimated RRIF waivers that will be earned, requirements for quality control/quality assurance and the duties and responsibilities of each party. The RRIF Offset Agreement being authorized by this action will result in an estimated \$2,970,353 in RRIF waivers being issued to Denver Street Apartments, LLC.

FISCAL IMPACT

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within the Development of Record.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Offset Agreement # 0513006

**Pyramid Highway - Delores Road /Stonebrook Parkway Intersection
Road and Traffic Signal Improvements**

**OFFSET AGREEMENT
Offset Agreement # 0513006**

BETWEEN

**THE REGIONAL TRANSPORTATION COMMISSION,
A special purpose unit of the Government**

And

**CITY OF SPARKS
a Municipal Corporation**

And

Denver Street Apartments, LLC

Developer of Record

For

Stonebrook West

Development of Record

North Service Area

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SIGNATURE PAGE 7

EXHIBITS

- EXHIBIT “A”** Section X of the Regional Road Impact General Administrative Manual, Current Edition
- EXHIBIT “B1”** Site Plan and Description of Development of Record
- EXHIBIT “B2”** Legal Description of the Development of Record
- EXHIBIT “C”** Offered Improvements Applications/Submittals
- EXHIBIT “D”** Letter of Approval
- EXHIBIT “E”** Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects
- EXHIBIT “F”** Standard Specifications for Public Works Construction
Section 100.17 “Material and Workmanship – Warranty of Corrections”
- EXHIBIT “G”** RRIF Rate Schedule as of the Date of the RRIF Offset Agreement
- EXHIBIT “H”** Interim RRIF Waiver Request Schedule

OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF SPARKS, a municipal corporation, (hereinafter designated “Local Government”); and Denver Street Apartments, LLC (hereinafter designated “the Developer of Record”).

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

2. The Development of Record and Offered Improvements.

- 2.1 **Description of the Development of Record.** The Development of Record for which the RRIF Waivers shall be issued is known as Stonebrook West. The Developer of Record owns or is the agent for the record owners of the entire Development. A site plan and narrative description of the Development of

Record, including the proposed land uses and units of development is attached hereto as Exhibit “B-1”. The legal description of the Development of Record is attached as Exhibit “B-2.”

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as the widening of Pyramid Highway at Delores Road/Stonebrook Parkway, the widening of the existing Delores Road west of Pyramid Highway, the widening of Delores Road (to be known as Stonebrook Parkway) east of Pyramid Highway, and the installation of a traffic signal at the intersection of Pyramid Highway and Delores Road/Stonebrook Parkway. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property the Developer of Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the

following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.

2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit "E". The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.

2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 117.00 which is contained herein as Exhibit "F".

3. **RRIF Waivers.**

3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.

3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.

3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.5. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits "B-1" and "B-2," RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties' intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits "B-1" and "B-2" shall be "grandfathered in" at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as Schedule 1. To the extent units of development or land uses are changed from the uses depicted in Exhibit "B-1," or the legal description of the Development of Record is modified from the description set forth in Exhibit "B-2", earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current

Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.

3.4.2 RRIF Waivers earned under this Offset Agreement may not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.

3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.

3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit "H". This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.

3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:

3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;

3.6.2 the date the Developer of Record waives in writing the appeal period, or;

3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.

3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the

validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.

- 4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.
- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor developer or developers, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**REGIONAL TRANSPORTATION COMMISSION,
Engineering Department**
Attn: Dale Keller, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 335-1827
Facsimile: (775) 348-0170

THE CITY OF SPARKS

Public Works

Attn: Jon Ericson, P.E.
PO Box 857
Sparks, Nevada 89432-0857
Telephone: (775) 353-2289
Facsimile: (775) 353-7874

DEVELOPER OF RECORD

Denver Street Apartments, LLC

Attn: Paul Willie
95 West 100 South #340
Logan, UT 84321
Telephone: (435) 213-9000

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.

- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination, Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.
- 4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

SAMPLE

In Witness Whereof, the parties have executed this Offset Agreement on the ____ day of _____, 20 ____.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

By: _____
Neoma Jardon, Chair

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 20____, by
Neoma Jardon, Chair of the Regional Transportation Commission.

Notary Public

**CITY OF SPARKS
A Municipal Corporation**

APPROVED AS TO LEGAL FORM:

By: _____
Ed Lawson, Mayor

By: _____
City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this ____ day of _____, 20____, by
Ed Lawson, Mayor of the City of Sparks, Nevada.

Attest by City Clerk: _____
Lisa Hunderman, City Clerk

DEVELOPER OF RECORD:

By: _____

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this _____ day of _____, 20__ by

_____.

Notary Public

SAMPLE

EXHIBIT "A"
**(Section X of the Regional Road Impact
Fees General Administrative Manual, Current Edition)**

SAMPLE

**Regional Road Impact Fee System
General Administrative Manual, 7th Edition
Adopted January 31, 2022**

**SECTION X:
RRIF WAIVERS REQUESTED AFTER THE
5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE**

A. General

1. RRIF Waivers.

- a. RRIF Waivers are credits against RRIF Fees for Offset-Eligible Costs in an amount equal to or less than the RRIF Fees owed for the land uses within a Development of Record.
- b. RRIF Waivers are approved in a Notice of RRIF Waiver issued pursuant to an Offset Agreement. When a Notice of RRIF Waiver is issued, RRIF Fees assessed by the Participating Local Government will be “waived” until the RRIF Fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved in the 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 Fee. The determination of a RRIF Waiver modification will be based on a comparison of the RRIF Fees owed for the modified land uses, including any completed portions of the development, and the RRIF Fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the modification for the Development of Record. 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 Fee as of the date of issuance of the building permit for each unit of development.

2. The RTC RRIF Administrator and legal counsel are the sole officials authorized to communicate, on behalf of the RTC, 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 RRIF Fee obligations, Offered Improvements, or the terms of a proposed

Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

3. Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this Section and the 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 Offset-Eligible 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. When the Offered Improvements are completed, the RTC RRIF Administrator will prepare a Notice of RRIF Waiver.
3. The Local RRIF Administrator will inspect and accept the Offset-Eligible Improvements.
4. The RTC RRIF Administrator will issue the Notice of RRIF Waiver, pursuant to the Offset Agreement, to approve the RRIF Waivers.
5. 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, if authorized in the Offset Agreement.
6. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under the Offset Agreement, the Developer of Record shall pay the actual RRIF Fees which would have otherwise been due.

C. Procedure for Offset Agreements

1. The Developer of Record shall submit an application for RRIF Waivers to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
2. Upon receipt of a complete application for RRIF Waivers, the RTC RRIF Administrator will distribute the application materials to legal counsel, other appropriate RTC staff, and the Local RRIF Administrator for each Participating Local Government in which the Offered Improvements are located (the “affected Participating Local Government”).

3. The RTC RRIF Administrator will coordinate with the Local RRIF Administrator for each affected Participating Local Government to ensure all comments are received and given consideration prior to RTC Board approval of the Offset Agreement.
4. After review by legal counsel, other appropriate RTC staff, and the RRIF Administrator of each affected Participating Local Government, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the governing bodies of the affected Participating Local Governments.
 - a. The RTC RRIF Administrator's staff report and Offset Agreement will establish which Offered Improvements 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. The amount of RRIF Waivers for a Development of Record may not exceed the actual Offset-Eligible Costs, as described in Section X.
 - c. RRIF Waivers shall be expressed in dollars and by the amount of RRIF Fees to be waived in terms of land uses using the fee schedule in effect as of the date of approval of 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 RRIF Waivers 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.
5. Based on the staff report of the RTC RRIF Administrator, the provisions of this Manual, the RRIF 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.
6. 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 Offset Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
7. The Developer of Record must sign, date, and return the approved Offset Agreement indicating their 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 Offset Agreement within thirty (30) days, the application for RRIF Waivers will be deemed withdrawn.

8. Unless an executed Offset Agreement expressly provides otherwise, i.e. if interim RRIF Waivers are authorized in the Offset Agreement, RRIF Waivers will not be approved in a Notice of RRIF Waivers until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or the affected Participating Local Governments as provided in the Offset Agreement.
9. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver, 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.
10. Unless expressly provided otherwise in an 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.
11. Once the RTC RRIF Administrator has made a determination that the terms of the Offset Agreement have been met, the RTC RRIF Administrator will issue a Notice of RRIF Waiver to the Developer of Record.

D. Contents of Applications for RRIF Waivers

1. The application for RRIF Waivers must contain the information and documentation required by this Section and sufficiently identify and describe the Offered Improvements which otherwise would have been built by the RTC with collected RRIF Fees.
2. Each application for RRIF Waivers must contain the following:
 - a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers.
 - 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.
- d. The name, Local Government File Number, and three copies of the site plan of the Development of Record.
- e. List of approved land uses and the estimated RRIF Fees for those uses within the Development of Record.
- 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, they 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.
- i. Sufficient documentation to verify the costs of the Offered Improvements, in accordance with Section X.

E. Contents of Offset Agreements

1. No dedication or construction project may be accepted in exchange for RRIF Waivers except pursuant to an Offset Agreement, which must include the following:
 - a. The projected costs for the Offered Improvements, based on the valuation provisions of Section X, 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, based on the estimated costs of the Offered Improvements.

- d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver, in accordance with the provisions of this Manual.
 - e. RRIF Waivers shall be limited to use for the payment of RRIF 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 RRIF 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.
 - 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.
 - 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, will require an amendment to the Offset Agreement using the same procedures as its original approval.
- F. Calculation of RRIF Waivers.
- 1. Eligibility.
 - a. RRIF Waivers may be approved only for Offset-Eligible Costs, which are limited to the costs the RTC otherwise would have incurred for RRIF Capital Improvements.
 - b. RRIF Waivers may be provided only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
 - c. Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC and the affected Participating Local Government, and only to the extent such costs do not exceed the scope of the project as planned by the RTC and reflected in the RRIF Capital Improvements Plan or as described in the applicable Offset Agreement.
 - 2. Valuation.
 - a. RRIF Waivers approved by the RTC pursuant to a Notice of RRIF Waivers will be based on, and may not exceed, the actual verified costs of the dedication or construction of the Offset-Eligible

Improvements accepted by the affected Participating Local Government.

- b. The RTC will not approve RRIF Waivers in excess of the RRIF Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. The amount of RRIF Waivers shall be calculated as follows:
 - (1) Construction of Facilities and Provision of Equipment. The RRIF Waivers 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 the 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.

G. Usage of RRIF Waivers.

1. Participating Local Governments shall waive RRIF Fees otherwise owed either 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.
2. RRIF Waivers may be used to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.
3. RRIF Waivers may not be used to pay for RRIF Fees due as a result of development outside of the Development of Record.
4. RRIF Waivers are transferable to a third party. To transfer RRIF Waivers, the current holder of RRIF Waivers will notify RTC through the RRIF Automation Program of the amount of RRIF Waivers to be transferred and the name and contact information of the third party. RRIF Waivers will be subtracted from the current holder's account and transferred to a new account in the name of the third party.
5. Upon transfer, RRIF Waivers may be used by the transferee to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.

EXHIBIT "B"
(Site Plan and Description of Development of Record)
(Must include proposed units of development and land use categories)

SAMPLE

Stonebrook West Project Description

Stonebrook West is a mixed-use development adjacent to the Pyramid Lake Highway just west of the intersection of Pyramid Lake Highway and La Posada Drive. The project is bordered on the west by the Pyramid Lake Highway, on the south by the Lazy 5 Park and by the Andelin Farms property and Stonebrook property to the east. The project is 168 acres in size. The land uses approved for the property include single family, multi-family, general commercial and business park. The Developer of Record, Development of Record and Engineer of Record are presented below:

Developer of Record

Denver Streets Apartments, LLC
95 West 100 South #340
Logan, UT 84321
Telephone Number: (435)-213-9000
Contact Person: Paul Willie

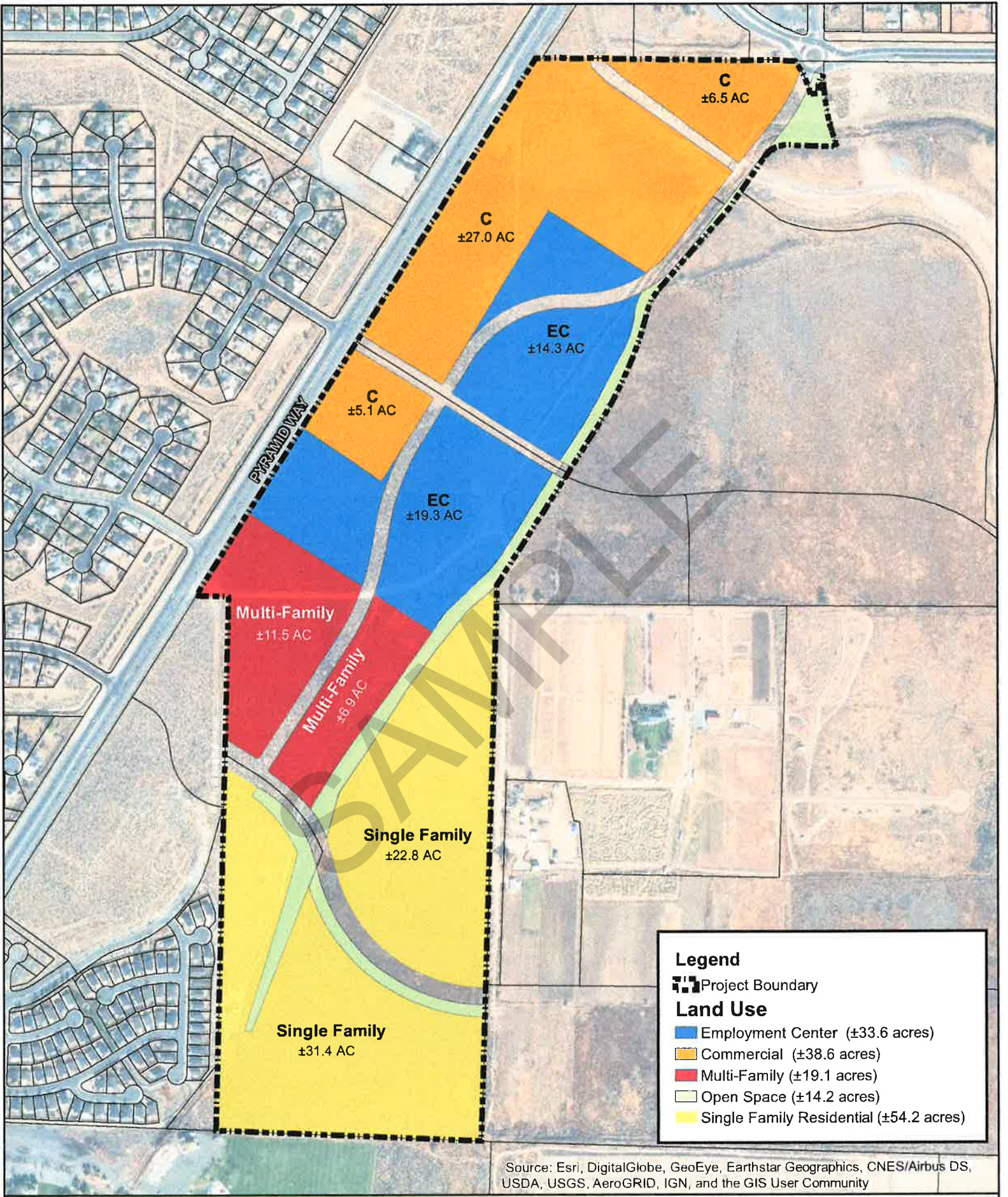
Development of Record

Stonebrook West

Engineer of Record

Wood Rodgers
1362 Corporate Boulevard
Reno, NV 89502
Telephone Number: (775)-823-4068
Contact Person: Steve Strickland

A portion of the improvements associated with the widening and signalization of the Pyramid Lake Highway-Delores Road (Stonebrook Parkway) are being recommended for the Regional Transportation Commission's Regional Road Impact Fee Offsets. The improvements eligible for offsets are set forth in the attached August 22, 2019 letter to the City of Sparks and RTC. This letter also includes preliminary cost estimates for the eligible improvements and estimate of the total Regional Road Impact fees that could be paid by the Development of Record. These estimates will be subject to revision as the development of the project progresses.



Legend

Project Boundary

Land Use

- Employment Center (±33.6 acres)
- Commercial (±38.6 acres)
- Multi-Family (±19.1 acres)
- Open Space (±14.2 acres)
- Single Family Residential (±54.2 acres)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

0 500 1,000

FEET

Land Use

Stonebrook West

City of Sparks

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel: 775.923.4088
 Reno, NV 89502

Legal Description

Parcel 4-A of Parcel Map 5049 recorded June 20, 2011 in the official records of Washoe County, Nevada

Parcel 4-B of Parcel Map 5049 recorded June 20, 2011 in the official records of Washoe County, Nevada

Parcel 2 of Parcel Map 4762 recorded June 29, 2006 in the official records of Washoe County, Nevada

Parcel 3 of Parcel Map 4762 recorded June 29, 2006 in the official records of Washoe County, Nevada

SAMPLE

EXHIBIT "C"
(Offered Improvements Application/Submittals)

SAMPLE

December 14, 2021

Jon Ericson
City Engineer
City of Sparks
431 Prater Way
Sparks, NV 89431

Dale Keller
Engineering Manager-Traffic/RRIF
Regional Transportation Commission of Washoe County
1105 Terminal, Suite 108
Reno, NV 89502

Jon and Dale,

This letter is intended to summarize our discussions regarding the Delores/Stonebrook Parkway-Pyramid Lake Highway intersection. The focus of our conversation has been determining the improvements that will be eligible for Regional Road Impact Fee Waivers (waivers) assuming the intersection was constructed as a part of the Denver Street Apartments, LLC (Denver Streets) project. The attached exhibit numbers the improvements considered for waivers in our meetings. In general, all the improvements associated with the Pyramid Lake Highway and Delores Drive will be eligible for waivers and a portion of the improvements on Stonebrook Parkway will be eligible for waivers. The improvements addressed in our meetings are summarized below and are also identified on the attached exhibits.

Delores Road-Pyramid Lake Highway Improvements 100% eligible for waivers

1. Eastbound right turn lane and associated grading and drainage
2. Modifications to the eastbound left turn lane. This turn lane and associated median have already been constructed. There may be some modifications to the existing improvements that will be required as a result of the intersection improvements.
3. Southbound left turn lane
4. Eastbound acceleration lane and associated grading and drainage.
5. Widening of Delores Road to allow for an eastbound left turn lane along with the widening of the Pyramid Lake Highway associated with this leg of the intersection.
6. Signal improvements associated with the intersection.

Stonebrook Parkway Improvements partially eligible for waivers

7. Westbound left turn lanes. The paving and striping and right of way associated with the left turn lanes will be 100% eligible for waivers. The median curb adjacent to the left turn lane will be eligible for waivers and 50% of the median island will be eligible for waivers

8. The westbound combination through and right turn lane will not be eligible for waivers.
9. The eastbound inside travel lane and adjacent curb gutter and sidewalk will be eligible for waivers.
10. The eastbound travel lane adjacent to the median will not be eligible for waivers and the adjacent median curb will not be eligible for waivers.

There are two land owners involved with the installation of these improvements, Red Hawk Land Company and Denver Streets. Red Hawk Land owns a portion of the property that the Stonebrook Parkway improvements will be constructed upon. The exhibit presents the ownership for each property impacted by the improvements. Red Hawk Land will receive waivers for the right of way dedication discussed above and will submit a separate RRIF agreement to RTC for these waivers. The dedication map for the right of way across the Red Hawk Land parcel has been recorded.

A preliminary estimate of the improvements discussed herein is attached. This estimate is intended to identify the work that is eligible for waivers and the work that is not eligible and to give us an idea of the magnitude of the costs associated with the project. This estimate is based on contractor pricing.

The second element of the RRIF Offset Agreement are the Regional Road Impact Fees (Impact Fees) the project is anticipated to generate. An estimate of the Impact Fees for the Denver Streets project is attached. The estimate includes Impact Fees for what has been identified as the first phase of the project and fees for the second phase of the project. The development of the initial phase is based on actual users that are working with the owner on development proposals for the site. The Phase 2 estimate is based on the underlying zoning and/or users that have shown interest in the property. The estimate of Impact Fees for the initial phase of the project is \$2,876,941.60 which includes fees that have already been paid for the grocery use. The estimate for the balance of the project is \$3,932,647.29 for a total of \$6,809,588.89.

In our meetings we have discussed the possibility of paying the Impact Fees for a portion of the development and being reimbursed those fees if the installation of the facilities associated with the RRIF offset agreement occur within a year of the payment of the fees. We also discussed delaying the payment of the fees for a year based on the same criteria. We have also discussed receiving interim credits as work is completed. As we go through this process, we will be able to more closely determine our timing and how we want to handle the payment of the Impact Fees with the initial phase of development. Denver Street has been working with RTC over the past months on a RRIF Offset Agreement with RTC for the project. This letter has been prepared to summarize our understanding of the items we have discussed in our recent meetings and is intended as the basis of the Offset Agreement moving forward. And replaces the August 19, 2021 letter that has included in the previous draft RRIF agreements.

If you have any comments or concerns regarding our understanding of the items covered in our meetings please let us know.

Sincerely,

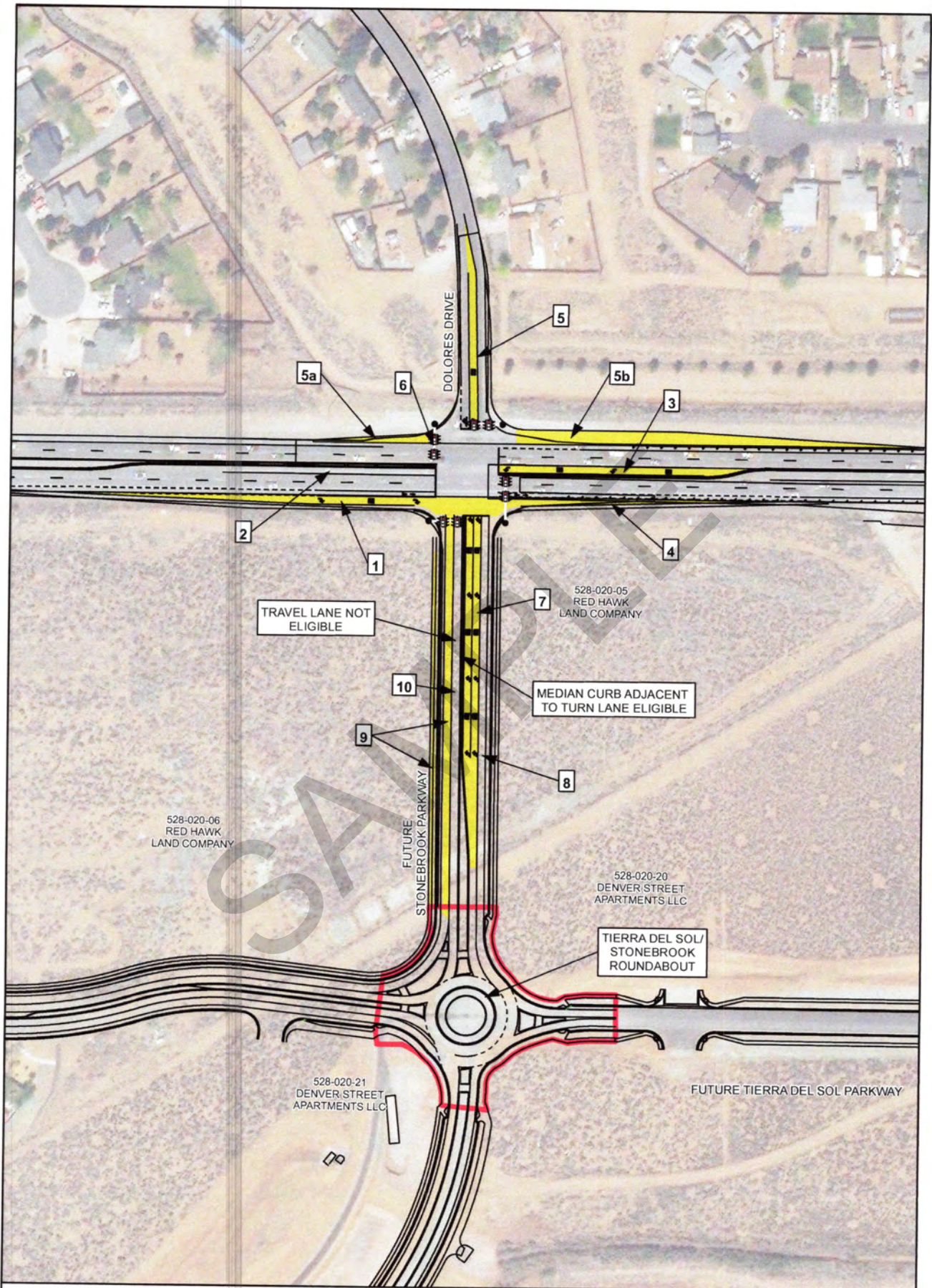
Ed Davis
Real Land Solutions, LLC

cc: Paul Willie, Manager Denver Street Apartments, LLC
Scott Swallow, Director of Acquisitions and Development, Dakota Pacific Real Estate

SAMPLE

Preliminary Estimate of Probable Costs for Improvements Eligible for Waivers-Updated 3-15-2022
Pyramid Highway/Stonebrook-Delores Signalized Intersection 12/14/2021

Item No.	Improvement	Description	Quantity	Unit	Unit Price	Amount	Eligible for Waivers	Non-Eligible Cost
1	Pyramid East Bound Decel Lane	8" Paving/Prime Coat	8,720	SF	\$ 6.25	\$ 54,500	\$ 54,500	
		11" Agg Base	8,720	SF	\$ 2.50	\$ 21,800	\$ 21,800	
		Saw cut	680	LF	\$ 3.00	\$ 2,040	\$ 2,040	
		Pavement key in	540	LF	\$ 1.10	\$ 594	\$ 594	
		Remove and Replace fencing	800	LF	\$ 17.25	\$ 13,800	\$ 13,800	
2	Pyramid East Bound Existing Left Turn	Modification Allowance	1	LS	\$ 20,000.00	\$ 20,000		
3	Pyramid South Bound Left Turn	Glue Down Median Curb	1,350	LF	\$ 15.00	\$ 20,250	\$ 20,250	
		Median Paving and Base	1,565	SF	\$ 12.70	\$ 19,876	\$ 19,876	
4	Pyramid East Bound accel lane	8" Paving/Prime Coat	4,000	SF	\$ 6.25	\$ 25,000	\$ 25,000	
		11" Base	4,000	SF	\$ 2.50	\$ 10,000	\$ 10,000	
		Saw cut	250	LF	\$ 3.00	\$ 750	\$ 750	
		Pavement key in	220	LF	\$ 1.10	\$ 242	\$ 242	
		Remove and Replace fencing	400	LF	\$ 17.25	\$ 6,900	\$ 6,900	
	Pyramid Common improvements	1" Mill	78,600	SF	\$ 0.25	\$ 19,650	\$ 19,650	
		1" Open Grade	107,505	SF	\$ 1.20	\$ 129,006	\$ 129,006	
		Earthwork	6,600	CY	\$ 37.06	\$ 244,596	\$ 244,596	
		Miscellaneous demo	1	EA	\$ 12,543.50	\$ 12,544	\$ 12,544	
		Remove Pavement	15,700	SF	\$ 1.00	\$ 15,700	\$ 15,700	
5	Delores widening	4" Paving	10,695	SF	\$ 3.00	\$ 32,085	\$ 32,085	
		6" Base	10,700	SF	\$ 1.75	\$ 18,725	\$ 18,725	
		Median Curb	280	LF	\$ 25.00	\$ 7,000	\$ 7,000	
		Median Curb Base	280	LF	\$ 6.15	\$ 1,722	\$ 1,722	
		Median Paving and base	335	SF	\$ 14.95	\$ 5,008	\$ 5,008	
		Pedestrian Ramps	3	EA	\$ 2,590.00	\$ 7,770	\$ 7,770	
		Overex and Off Haul Existing	1,200	CY	\$ 28.50	\$ 34,200	\$ 34,200	
		Dual 36" RCP culvert extension	32	LF	\$ 295.00	\$ 9,440	\$ 9,440	
		Dual 36" RCP Headwalls	2	EA	\$ 5,735.00	\$ 11,470	\$ 11,470	
		Demo Existing Headwalls	2	EA	\$ 2,500.00	\$ 5,000	\$ 5,000	
		R&R existing driveway	1	LS	\$ 10,243.50	\$ 10,244	\$ 10,244	
		Utility allowance	1	LS	\$ 50,000.00	\$ 50,000	\$ 50,000	
5 (a)	Pyramid West bound Accel Lane at Delores	8" Paving/Prime Coat	4,100	SF	\$ 6.25	\$ 25,625	\$ 25,625	
		11" Base	4,100	SF	\$ 2.50	\$ 10,250	\$ 10,250	
		Saw cut	230	LF	\$ 3.00	\$ 690	\$ 690	
		Pavement Key in	260	LF	\$ 1.10	\$ 286	\$ 286	
5 (b)	Pyramid West bound decel Land at Delores	8" Paving/Prime Coat	12,000	SF	\$ 6.25	\$ 75,000	\$ 75,000	
		11" Base	12,000	SF	\$ 2.50	\$ 30,000	\$ 30,000	
		Saw cut	660	LF	\$ 3.00	\$ 1,980	\$ 1,980	
		Pavement key in	780	LF	\$ 1.10	\$ 858	\$ 858	
6	Signal	Interconnect						
		3" Schedule 40 PVC	15,000	LF	\$ 35.00	\$ 525,000	\$ 525,000	
		Fiber Optic Cable	7,500	LF	\$ 5.00	\$ 37,500	\$ 37,500	
		Ethernet switch	2	EA	\$ 3,700.00	\$ 7,400	\$ 7,400	
		Splice Enclosures	3	EA	\$ 2,800.00	\$ 8,400	\$ 8,400	
		Fiber Integration Package	1	EA	\$ 3,800.00	\$ 3,800	\$ 3,800	
	Signal and appurtenances		1	LS	\$ 664,400.00	\$ 664,400	\$ 664,400	
	General Engineer G/A 6.3% of total		1	LS	\$ 78,500.00	\$ 78,500	\$ 78,500	
7	Stonebrook Dual left turn lanes	6" Paving	11,255	SF	\$ 4.30	\$ 48,397	\$ 48,397	
		12" Base	11,255	SF	\$ 2.25	\$ 25,324	\$ 25,324	
		Median Curb	510	LF	\$ 14.00	\$ 7,140	\$ 7,140	
		Median Curb Base	510	LF	\$ 4.80	\$ 2,448	\$ 2,448	
		Median Paving and Base	1,450	SF	\$ 12.70	\$ 18,415	\$ 9,208	\$ 9,208
8	Stonebrook North Bound Thru and Bike Lane	6" Paving	10,400	SF	\$ 4.30	\$ 44,720	\$ 44,720	
		12" Base	10,400	SF	\$ 2.25	\$ 23,400	\$ 23,400	
		Curb and Gutter	640	LF	\$ 20.00	\$ 12,800	\$ 12,800	
		Curb and Gutter Base	640	LF	\$ 6.00	\$ 3,840	\$ 3,840	
		Sidewalk	3,500	SF	\$ 5.25	\$ 18,375	\$ 18,375	
		Sidewalk Base	3,500	SF	\$ 3.90	\$ 13,650	\$ 13,650	
		Ped Ramp with base	2	EA	\$ 1,430.00	\$ 2,860	\$ 2,860	
9	Stonebrook East Bound Inside through lane	6" Paving	6,770	SF	\$ 4.30	\$ 29,111	\$ 29,111	
		12" Base	6,770	SF	\$ 2.25	\$ 15,233	\$ 15,233	
		Curb and Gutter	640	LF	\$ 20.00	\$ 12,800	\$ 12,800	
		Curb and Gutter Base	640	LF	\$ 6.00	\$ 3,840	\$ 3,840	
		Sidewalk	3,500	SF	\$ 5.25	\$ 18,375	\$ 18,375	
		Sidewalk Base	3,500	SF	\$ 3.90	\$ 13,650	\$ 13,650	
		Ped Ramp with base	1	EA	\$ 1,430.00	\$ 1,430	\$ 1,430	
10	Stonebrook East Bound Through & Bike Lane	6" Paving	10,400	SF	\$ 4.30	\$ 44,720	\$ 44,720	
		12" Base	10,400	SF	\$ 2.25	\$ 23,400	\$ 23,400	
		Median Curb	520	LF	\$ 14.00	\$ 7,280	\$ 7,280	
		Median Curb Base	520	LF	\$ 4.80	\$ 2,496	\$ 2,496	
10	Striping and signage		1	LS	\$ 70,200.00	\$ 70,200	\$ 50,200	\$ 20,000
11	Traffic Control		1	LS	\$ 117,000.00	\$ 117,000	\$ 117,000	
		Total Hard Costs				\$ 2,860,503	\$ 2,613,754	\$ 226,749
12	Encroachment Permit					\$ 5,000		
13	City of Sparks 3% inspection fee					\$ 11,811		
14	Bond cost at 1% of Improvement costs					\$ 26,138	\$ 2,267	
15	Engineering Design and Inspection at 12%					\$ 313,650	\$ 27,210	
		Total Soft Costs				\$ 386,076	\$ 356,599	\$ 29,477
	Total Hard plus soft costs					\$ 3,226,579	\$ 2,970,353	\$ 256,226



FUTURE PYRAMID HWY AND
 STONEBROOK PKWY INTERSECTION
 STONEBROOK WEST
 CITY OF SPARKS, NV
 DECEMBER 2021



- Roundabout
- Phase I Waiver Eligible

WOOD ROGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1201 Corporate Boulevard
 Reno, NV 89502
 Tel: 775.823.4066
 Fax: 775.823.4066

J:\061107-03\pwwork\Stonebrook_West_Permit_V04\GIS\Task\RoadEligibility\Stonebrook_Pkwy_202112_01_01.dwg 12/3/2021 1:28:48 PM eapine

REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$257.40/VMT)	VMT	Dollars (\$251.06/VMT)
Residential					
Single-Family	Dwelling	20.36	\$5,240.66	19.11	\$4,798.15
Multi-Family	Dwelling	12.97	\$3,338.48	12.18	\$3,057.23
Industrial					
General Light Industrial	1,000 GFA	6.48	\$1,668.27	6.08	\$1,527.18
Manufacturing	1,000 GFA	5.14	\$1,321.83	4.82	\$1,210.05
Warehouse	1,000 GFA	2.27	\$585.24	2.13	\$535.75
Mini-Warehouse	1,000 GFA	1.97	\$507.88	1.85	\$464.93
Commercial/Retail					
Commercial/Retail	1,000 GFA	29.43	\$7,576.46	27.63	\$6,935.72
Eating/Drinking Places	1,000 GFA	29.43	\$7,576.46	27.63	\$6,935.72
Casino/Gaming	1,000 GFA	60.17	\$15,488.67	56.48	\$14,178.79
Office and Other Services					
Schools	1,000 GFA	16.83	\$4,333.19	15.80	\$3,966.74
Day Care	1,000 GFA	16.83	\$4,333.19	15.80	\$3,966.74
Lodging	Room	4.38	\$1,126.75	4.11	\$1,031.46
Hospital	1,000 GFA	14.01	\$3,605.61	13.15	\$3,300.69
Nursing Home	1,000 GFA	8.68	\$2,233.33	8.14	\$2,044.46
Medical Office	1,000 GFA	45.47	\$11,704.79	42.68	\$10,714.92
Office and Other Services	1,000 GFA	12.73	\$3,276.00	11.95	\$2,998.95
Regional Recreational Facility	Acre	1.02	\$262.35	0.96	\$240.16

**Regional Road
Impact Fee
(RRIF)**

7th Edition

Effective
1/31/2022

An informational brochure
brought to you by the



www.rtcwashoe.com

**Estimate of Regional Road Impact Fees for Denver Streets Property
Based upon Draft 7th Edition Fee Schedule**

Phase 1 Estimate of Regional Road Impact Fees

Multi Family

391 \$ 3,338.48 \$ 1,305,345.68

Single Family

177 \$ 5,240.66 \$ 927,596.82

Grocery 85,000 GFA

85 \$ 7,576.46 \$ 643,999.10

Phase 1 Total based on Draft 6 Edition Fee Schedule

\$ 2,876,941.60

Phase 2 Estimate of Regional Road Impact Fees

General Office 274,000 GFA

274 \$ 3,276.00 \$ 897,624.00

Medical Office 91,000 GFA

91 \$ 11,704.79 \$ 1,065,135.89

General Commercial 260,000 GFA

260 \$ 7,576.49 \$ 1,969,887.40

Phase 2 Total based on Draft 6 Edition Fee Schedule

\$ 3,932,647.29

Total Estimated Regional Road Impact Fees generated by property

\$ 6,809,588.89

The Developer of Record will be able to receive interim credits consistent with Section 3.5 Interim Waivers of the Offset Agreement. The Developer of Record will request interim waivers consistent with the summary of improvements items include in Exhibit C as the Preliminary Estimate of Costs for Improvements Eligible for Waivers. The Developer of Record will submit a written request to the City of Sparks for the issuance of interim waivers on items that have been constructed and inspected and accepted by the City of Sparks. The form of the request letter is included herein.

SAMPLE

Date of the request of waivers

Jon Ericson
City Engineer
City of Sparks
431 Prater Way
Sparks, NV 89431

Jon,

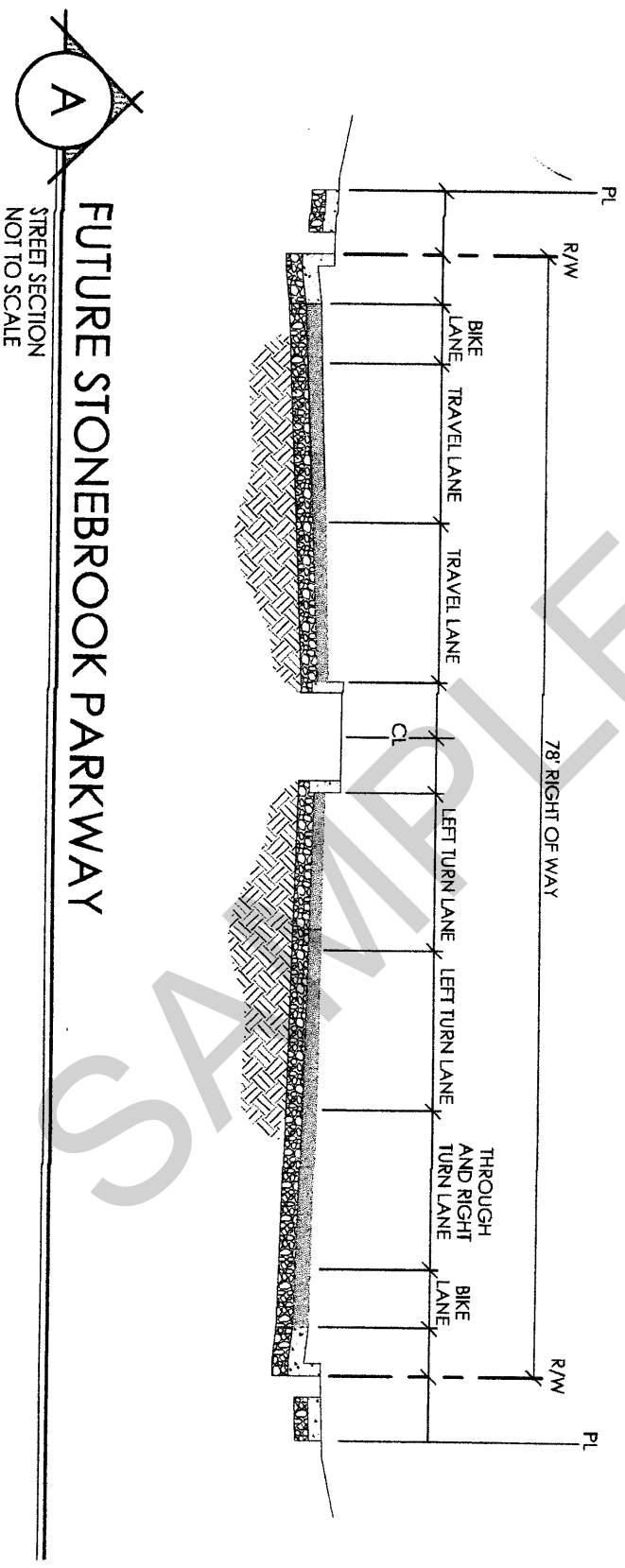
Please accept this as a request for the City of Spark's approval of the issuance of interim waivers for improvements that have been completed to date which are included in Offset Agreement (XXXX) . The improvements that have been constructed have been inspected and accepted by the City of Sparks. A summary of the cost of these improvements is attached along with proof of payment to the contractor that installed the improvements plus the appropriate lien releases. The value of these improvements is (\$\$\$\$\$). The amount of available for waivers as set forth in the Offset Agreement is (\$\$\$\$\$). Once you have reviewed and approved the attached summary, please authorize the issuance of interim waivers from RTC.

Sincerely,

Paul Willie
Developer of Record

STONEBROOK PARKWAY CROSS SECTION STONEBROOK WEST

SPARKS, NEVADA
JULY 2021



FUTURE STONEBROOK PARKWAY
STREET SECTION
NOT TO SCALE

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1981 Corporate Blvd
Reno, NV 89502
Tel 775.829.4068
Fax 775.829.4066




EXHIBIT "D"
(Letter of Approval)

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

April 27, 2022

Edward Davis

[Sent via email to: edward_davis0989@sbcglobal.net]

Denver Street Apartments, LLC

95 West 100 South #340

Logan, UT 84321

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Mr. Davis,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Sparks have reviewed and approved your application to receive RRIF waivers for improvements to Stonebrook Parkway and the intersection of Pyramid Highway and Dolores Drive. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Sparks with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

The value of the agreed upon improvements is estimated to be \$2,970,353.00.

Please feel free to contact Dale Keller, Project Manager for the RTC, at (775) 348-0171 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

**CITY OF SPARKS
RRIF ADMINISTRATOR**

Brian Stewart, P.E.
Engineering Director

Jon Ericson, P.E.
City Engineer
City of Sparks RRIF Administrator

BS/SKG/

**EXHIBIT “E”
(The Developer of Record QA/QC Program
And
RTC Special Technical Specifications
For
Regional Road Impact Fee Projects)**

SAMPLE

EXHIBIT E

INSPECTION, TESTING AND VERIFICATION AND QUALITY ASSURANCE PROGRAM

SECTION 1 - GENERAL

It is the intent of this program to set forth the requirements and responsibilities of those parties involved in the inspection, testing, verification, and acceptance of improvements offered as capital contributions under the Regional Road Impact Fee (RRIF) system so that consistent and satisfactory quality is achieved in the constructed products.

All new construction shall have an Engineer of Record (EOR), when required by the Regional Transportation Commission (RTC), retained by the owner and reporting to the RTC Administrator. The contractor shall not retain the EOR, unless he is also the owner. The EOR shall not be the contractor. The EOR shall be responsible for all inspection, testing and verification of the constructed improvements as to compliance with this chapter, the improvement plans of record and with local development codes. The EOR is not responsible for means, methods, techniques, sequences or procedures of construction nor safety of the construction site. Quality control shall be the responsibility of the Contractor.

In addition, all new construction requiring an EOR shall have a Testing Firm responsible to the EOR and reporting to the EOR.

SECTION 2 - RESPONSIBILITIES

1. DEVELOPER OF RECORD (DOR)
 - a) Shall retain the services of an EOR. Shall provide a copy of this program to the EOR.
 - b) Shall retain the services of a Testing Firm which shall be responsible to the EOR and report to the EOR. Shall provide a copy of this program to the Testing Firm.
 - c) Shall make every reasonable effort to retain as the EOR, the services of the firms or persons responsible for the preparation of the approved soils report and the improvement plans of record.
 - d) Shall retain the services of a contractor and notify said contractor of the requirements of this Chapter. Shall provide a copy of this program to the Contractor.
 - e) Shall be responsible to the RTC for the adequacy of completed work covered

EXHIBIT E

under this chapter. Any defective material, equipment, or workmanship, or any unsatisfactory work which may be discovered before final acceptance, or within 1 year thereafter, shall be corrected immediately on the requirement of the EOR or RTC Administrator, without extra charge, notwithstanding that it may have been overlooked in previous inspections. Failure to ensure adequate inspection of the work shall not relieve the owner from any obligation to perform sound and reliable work.

- f) Shall designate a representative with authority to act on behalf of the owner for all work performed.
- g) The owner acknowledges the need for continuing involvement of the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record during construction. In the event the EOR is different from the above-mentioned firms or persons, the owner agrees to be financially responsible for services provided by the said firms or persons as requested by the EOR.

2. ENGINEER OF RECORD (EOR)

- a) Shall initiate a pre-construction conference for construction of improvements at least one week in advance of initial construction. Representatives of the owner, contractor, Local Government, RTC Administrator, EOR and testing firm shall attend.
- b) Shall provide a written summary of the pre-construction conference to the owner, contractor, Local Government and the RTC Administrator, and will also notify the participants of any significant changes in writing at least 2 working days in advance of implementing the changes.
- c) Shall notify the RTC Administrator and the Local Government of the date and hour that work on any of the following items is expected to begin. Notification shall be given not less than 24 hours in advance; and, if thereafter conditions develop to delay the start of work, the EOR shall notify the RTC Administrator and the Local Government of the delay, not less than 2 hours before the work was to begin:
 - 1. Grading, excavation, and fill operations within public right-of-way.
 - 2. Laying of sewer lines, drainage lines or appurtenances.
 - 3. Backfilling of sewer lines, drainage lines or appurtenances.

EXHIBIT E

4. Placing of reinforcing steel, forms and falsework for concrete structures.
 5. Placing the concrete for curbs, gutters, sidewalks, alleys, valley gutters, headwalls, or structures.
 6. Placing of any type of base course or courses.
 7. Tacking bituminous or concrete surfaces.
 8. Placing asphalt concrete or Portland cement concrete pavement.
 9. Sealing asphalt concrete or Portland cement concrete pavement.
- d) Shall submit for review, prior to initiation of the preconstruction conference, the qualifications of the testing firm and the field inspection and testing technician personnel for the project. Said qualifications shall meet the minimum specified in this chapter.
- e) Shall make inspection of workmanship and materials in accordance with this chapter. No work nor materials will be accepted without such inspection. Shall also review catalog cuts and data sheets for material submittals. The EOR will make every reasonable effort to perform inspection and testing services in a manner which will accommodate the construction schedule.
- f) Shall provide to the RTC Administrator and Local Government, on a bi-weekly basis, copies of the daily inspection/testing reports for the previous 2 weeks.
- g) Shall immediately notify the RTC Administrator and Local Government of any proposed changes from the improvement drawings of record. Should the RTC Administrator determine that the proposed change is major in nature, such change shall require prior approval by the RTC Administrator. The Local Government will not be liable for any delays caused by the review and approval of such changes.
- h) Shall arrange as part of his contract with the owner to confer and coordinate with the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record throughout the construction of the project to evaluate compliance with the requirements of this chapter. In the event that the firms or persons responsible for the preparation of the approved project soils report or improvement plans of

EXHIBIT E

record are not available for consultation, the EOR shall notify the RTC Administrator and Local Government of such prior to commencement of construction. In this event, the EOR and the RTC Administrator and Local Government shall agree to an alternative arrangement for providing the necessary soils report and improvement plans of record interpretations prior to commencement of construction.

- i) Shall notify in writing the DOR, Contractor, Local Government, and the RTC Administrator, if, during the course of construction, the EOR finds that defective materials or workmanship not meeting requirements have been constructed and not satisfactorily corrected by the contractor within one week of verbal notification to the contractor. The written notification shall be supported by field reports and/or test results.
- j) Shall, upon completion of construction of improvements, provide the RTC with a letter of verification on the format provided by the RTC, verifying the adequacy of the improvements and providing verification of all final quantities and unit prices; and, that construction, inspection, and testing were performed in compliance with this chapter, improvement plans of record and RTC standards; and, provide sepia-myrlars of any changes from the approved improvement plans of record or a statement that no changes were made; and, provide copies of inspection and test reports, if not already provided. The final completion and acceptance of all such improvements, including recommendations of release and return of any security, shall be subject to the approval of the RTC Administrator.
- k) Shall sign and wet-stamp, or cause to be signed and wet-stamped by a Nevada registered Civil Engineer, all drawings, reports and test data, and forward such to the RTC, Local Government, DOR, and Contractor.

3. RTC Administrator

- a) Shall assign a primary contact to the EOR who shall serve as the RTC's representative during construction of bonded improvements. This primary contact shall be known as the RTC Quality Assurance Inspector (QAI). The qualifications of the QAI, as a minimum, will meet the qualifications of a Public Works Construction Inspector.
- b) Shall attend the preconstruction conference initiated by the EOR.
- c) Shall check and evaluate that adequate inspection personnel are on-site during the construction of bonded improvements. Should the QAI determine

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that adequate personnel are not available on-site for inspection, the QAI shall immediately advise the EOR of the situation and so record the incident in his daily report.

- d) Shall keep a daily report of construction activities he observes, including pertinent conversations with the EOR.
- e) Shall, on a bi-weekly basis, review the daily inspection/testing reports submitted by the EOR. Any unsatisfactory test results shall be called to the attention of the EOR.
- f) Shall review the qualifications of the EOR to determine if they meet the minimum requirements of this chapter. If it is determined that the EOR does not meet said minimum requirements, the owner shall review the improvement agreement (Exhibit C) and retain an EOR meeting the qualifications of this chapter as determined by the RTC Administrator.
- g) Shall review the qualifications of the EOR's field inspection personnel to determine if the qualifications meet the minimum requirements of this chapter. If it is determined that the EOR's field inspection personnel do not meet said requirements, substitute field personnel will be required.
- h) Shall evaluate the performance of the EOR's field inspection personnel. The RTC Administrator shall have the authority to reject the selection of the testing firm, testing technicians or field inspection personnel for the project. The RTC Administrator shall also have the authority to reject the field inspection personnel or testing technician and direct substitute personnel in the event of unsatisfactory performance by said personnel in the opinion of the RTC Administrator.

4. CONTRACTOR

- a) Shall be responsible for construction of improvements and quality control. This responsibility shall include the means, methods, techniques, sequence, and procedures of construction and safety of the construction site. All such construction shall conform to the requirements of both the most recently adopted version of the Standard Specifications for Public Works Construction (SSPWC), Standard Details for Public Works Construction (SDPWC), the Special Technical Specifications for Capital Contribution Front Ending Agreements (STS for CCFEAs), the approved plans, and the requirements of this chapter.

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- b) Shall attend the pre-construction conference initiated by the EOR. The contractor shall present a proposed construction schedule including construction milestones, and designate a representative who has the authority to resolve issues during construction.
- c) Shall provide accessibility and exposure of all construction work subject to inspection until inspected by the EOR. Neither the RTC nor the EOR shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.
- d) Shall notify the EOR two (2) working days in advance of initiating construction or resuming construction after any unscheduled interruptions.

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

For the purpose of implementing the requirements of this chapter, full-time inspection shall mean the EOR or his field inspector shall be present at all times to observe the operations of the contractor during the designated construction activity.

2. GRADING, EXCAVATION, AND FILLS

Full-time inspection of all materials, native or imported, to evaluate their compliance with the SSPWC and this chapter; that the subgrade is prepared according to the SSPWC; that all subgrade materials encountered are as expected according to the approved soils report, or if not, are appropriately addressed by over-excavation and stabilization with suitable material or as otherwise recommended in the approved soils report or by redesign of the pavement section.

3. STREET

Inspection to determine that alignment and grade of the street conforms to the improvement plans of record.

4. UNDERGROUND UTILITIES

- a) Inspection of pipe materials and bedding prior to the placing of any pipe to evaluate conformance with the SSPWC. Collection of applicable manufacturer's certifications.

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- b) Inspection of installation of pipe laid to grade, mortar jointed or gasketed pipe prior to placing any material around or above pipe to evaluate conformance with the SSPWC.
- c) Full-time inspection of each lift of backfill to evaluate conformance with the SSPWC.
- d) Inspection for pipe installation, not including backfill, by utility company shall be the responsibility of the appropriate utility.
- e) Inspection of construction and/or installation of manholes, catch basins, and drop inlets to evaluate compliance with the SSPWC.
- f) Inspection of alignment and elevations to evaluate compliance with the improvement plans of record and specifications.

5. AGGREGATE BASE COURSES FOR STREETS, CURBS, GUTTERS, SIDEWALKS, AND ALLEYS

Inspection of all material brought to the site to evaluate uniformity with tested and approved samples; inspection of placement and compaction of aggregate base to evaluate compliance with the SSPWC and this chapter and to confirm that grades conform to those specified in the improvement plans of record.

6. REINFORCING STEEL, FORMS AND FALSEWORK

Inspection of reinforcing steel, forms, and falsework prior to placement of concrete to evaluate compliance with the improvement plans of record, specifications, shop drawings and the SSPWC.

7. PORTLAND CEMENT CONCRETE

Full-time inspection of all concrete pours including curb, gutter, sidewalks, driveway apron, alleys, valley gutters, structures, headwalls, slope paving and roadway pavement to evaluate compliance with the improvement plans of record, specifications, details, the SSPWC and this chapter.

8. ASPHALT CONCRETE

- a) Full-time inspection to evaluate compliance with the improvement plans of record, details, specifications, the SSPWC, and this chapter.

EXHIBIT E

- b) Inspection at the plant may be required by the RTC Administrator or the EOR to monitor oil content, aggregate grading, mineral filler content and temperature.

9. PRIME COAT, TACK COAT, SEAL COAT AND SURFACE TREATMENT

Sufficient inspection to evaluate compliance with the SSPWC.

10. SEWER AND PRESSURE LINES

In addition to inspection required in Paragraph 4b above:

- a) Sewer Lines: Ball and flushing operations shall be done in the presence of the EOR or his field inspector and the local governmental inspector.
- b) Pressure Tests: To be accomplished in presence of the EOR or his field inspector to evaluate conformance with the SSPWC and this chapter.

11. LANDSCAPING WITHIN THE RTC RIGHT-OF-WAY OR WITHIN A PUBLIC IMPROVEMENT EASEMENT, COMMON AREA AMENITIES

Sufficient inspections to evaluate compliance with SSPWC, the improvement plans of record, and specifications.

SECTION 4 - TESTING REQUIREMENTS

Shall comply to the requirements set forth in the latest revision of the SSPWC and the STS for CCFEAs.

SECTION 5 - PERSONNEL QUALIFICATIONS

1. ENGINEER OF RECORD (EOR)

An Engineer of Record who is retained as a consultant by the owner is required to be legally authorized to practice civil engineering in the State of Nevada in accordance with Nevada Revised Statutes (NRS) Chapter 625.

A firm, a co-partnership, a corporation or joint-stock association may engage in the practice of Engineer of Record for the RTC, if the member or members of the firm, co-partnership, corporation or joint-stock association immediately responsible for engineering work performed in the RTC are Nevada registered professional civil or geological engineers in accordance with NRS Chapter 625.

EXHIBIT E

Every office or place of business of any firm, co-partnership, corporation or joint-stock association engaged as an Engineer of Record under these requirements shall have a registered professional civil engineer in residence and in direct responsible supervision of the work needed to satisfy the requirements of this chapter conducted in such office or place of business.

An Engineer of Record shall be familiar with the SSPWC, SDPWC, RTC and local government design standards, and all associated testing procedures.

2. FIELD INSPECTOR

- a) General: The field inspector's qualifications shall include sufficient education and experience to assure understanding of the quality control principles and the ability to implement the procedures related to their assigned duties.

The education and experience requirements specified below shall not be treated as absolute when other factors provide reasonable assurance that a person can competently perform a particular task. One factor may be "demonstrated capability" in a given job through previous performance.

- b) Education and Experience: To be considered qualified as a RTC approved field inspector, a candidate must meet the general requirements as mentioned above and satisfy at least one of the following requirements:
1. High school graduate plus at least three years of construction quality control experience in equivalent testing, or inspection activities, or
 2. Completion of college level work leading to an associates degree in a related discipline plus at least six months of construction control experience in equivalent testing, examination or inspection activities.

The field inspector shall be familiar with the SSPWC and this chapter, as well as all associated testing procedures.

3. TESTING TECHNICIAN

To be considered qualified as a RTC approved testing technician, a candidate must meet the general requirements mentioned in 2a) above and satisfy at least one of the following requirements:

EXHIBIT E

- a) One year of construction quality control experience in equivalent testing or inspection activities, or
- b) High school graduate plus at least six months of construction quality control experience in equivalent testing or inspection activities, or
- c) Completion of college level work leading to an associates degree in a related construction quality control discipline plus at least three months of experience in equivalent testing or inspection activities.
- d) Completion of at least two years college level work towards a four-year degree in a related discipline plus at least three months of construction quality control experience in equivalent testing or inspection activities.

The testing technician shall be familiar with the testing procedures outlined in the SSPWC and this chapter.

4. TESTING FIRM

- a) **General:** The testing services of the testing firm shall be under the direction of a registered civil or geological engineer in the State of Nevada who is a full-time employee of the firm and has at least 5 years engineering experience in the inspection and testing of soil, concrete, and asphalt.
- b) **Laboratory:** The testing firm is responsible for laboratory testing of soil, concrete and asphalt and shall have suitable test equipment and laboratory facilities for storing, preparing and testing samples. The firm shall have the capability of performing all laboratory testing associated with its intended functions according to governing procedures and shall have the facilities and equipment required for all laboratory testing performed. If at any one time equipment or expertise in the performance of a specialized test is not available in-house, the services of a subconsultant or his equipment may be utilized.

As evidence of its competence to perform the required tests or inspections, the agency shall have its laboratory procedures and equipment inspected at intervals of not more than 3 years by a qualified authority in accordance with a recognized plan.

- c) **Quality of Testing Systems:** The firm shall make available information (as applicable) describing its procedural systems (procedures which directly affect the quality of services offered). In addition, the firm shall maintain

EXHIBIT E

documentation which provides evidence of compliance with the requirements of its procedural systems. The agency's procedural systems shall include the following:

1. Equipment calibration programs.
2. Standardization of methods of test, measurement, and determination.
3. Data recording, processing, and reporting.
4. A current quality assurance manual.

SAMPLE

EXHIBIT “F”
(Standard Specifications for Public Works Construction
Section 117.00
“Material and Workmanship – Warranty of Corrections”)

SAMPLE

EXHIBIT F

MATERIAL AND WORKMANSHIP - WARRANTY OF CORRECTIONS

Corrections ordered in accordance with General Provision 117.00, "Material and Workmanship" for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.


SAMPLE

EXHIBIT "G"
(RRIF Rate Schedule as of the Date of the RRIF Offset Agreement)

SAMPLE

REGIONAL ROAD IMPACT FEE SCHEMATIC

Land Use	Unit	North Service Area VMT	North Service Area Dollars (\$257.40/VMT)	South Service Area VMT	South Service Area Dollars (\$251.06/VMT)
Residential					
Single-Family	welling	20.36	5,240.66	9.11	4,797.76
Multi-Family	welling	12.97	3,338.48	2.18	3,057.91
Industrial					
General Light Industrial	,000 GFA	6.48	1,667.95	.08	1,526.44
Manufacturing	,000 GFA	5.14	1,323.04	.82	1,210.11
Warehouse	,000 GFA	2.27	584.30	.13	534.76
Mini-Warehouse	,000 GFA	1.97	507.08	.85	464.46
Commercial/Retail					
Commercial/Retail	,000 GFA	29.43	7,575.28	7.63	6,936.79
Eating/Drinking Places	,000 GFA	29.43	7,575.28	7.63	6,936.79
Casino/Gaming	,000 GFA	60.17	15,487.76	56.48	\$14,179.87
Office and Other Services					
Schools	,000 GFA	16.83	4,332.04	5.80	3,966.75
Day Care	,000 GFA	16.83	4,332.04	5.80	3,966.75
Lodging	oom	4.38	1,127.41	.11	1,031.86
Hospital	,000 GFA	14.01	3,606.17	3.15	3,301.44
Nursing Home	,000 GFA	8.68	2,234.23	.14	2,043.63
Medical Office	,000 GFA	45.47	11,703.98	42.68	\$10,715.24
Office and Other Services	,000 GFA	12.73	3,276.70	1.95	3,000.17
Regional Recreational Facility	cre	1.02	262.55	.96	241.02

Regional Road Impact Fee (RRIF)
7th Edition
 Effective 1/31/2022
 An informational brochure brought to you by the

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**EXHIBIT “H”
(Interim RRIF Waiver Request Schedule)**

SAMPLE

Interim Waiver Schedule Pyramid Lake Highway-Delores Road Intersection

First Interim Waiver Issuance Delores and Stonbrook Parkway Civil Improvements

Delores Estimated Costs	\$	192,664	
Stonebrook Parkway Estimated Costs	\$	186,954	
Total	\$		379,618

Second Interim Waiver Issuance Pyramid Highway Civil Improvements

Pyramid East Bound Decel Lane	\$	92,734	
Pyramid South Bound Left Turn	\$	40,126	
Pyramid East Bound accel lane	\$	42,892	
Pyramid Common improvements	\$	421,496	
Pyramid West bound Accel Lane at Delores	\$	36,851	
Pyramid West bound decel Land at Delores	\$	107,838	
Total	\$		741,936

Final Credit Issuance for remaining work and design

Signal	\$	1,325,000	
Striping and signage	\$	50,200	
Traffic Control	\$	117,000	
Encroachment Permit	\$	5,000	
City of Sparks 3% inspection fee	\$	11,811	
Bond cost at 1% of Improvement costs	\$	26,138	
Engineering Design and Inspection at 12%	\$	313,650	
Total	\$		1,848,799

Total Estimate for Costs Eligible for Waivers **\$ 2,970,353**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., to provide design services and engineering during construction for the South Virginia Street Widening Project in an amount not-to-exceed \$1,288,024.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., is for professional design services for the South Virginia Street Widening Project in the amount of \$653,939 and engineering during construction services (EDC) in the amount of \$634,085. Proposed improvements include widening South Virginia Street from the I-580 southbound on-ramp to Longley Lane from four to six lanes, along with installing a traffic signal at the I-580 northbound off-ramp and dual right turn lanes. On South Virginia Street, a raised median extension will be added from Patriot Boulevard to Longley Lane to improve safety and access management.

Wood Rodgers, Inc., was selected from RTC's Engineering Design & Construction Management Services prequalified list due to prepare complete plans and specifications to allow the RTC to advertise for construction bids, and to perform construction management. The RTC entered into negotiations with Wood Rodgers, Inc., for the subject services. Successful negotiation of scope, schedule and budget resulted in the total agreement amount for the services that is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 23 Program of Projects and FY 23 Budget.

PREVIOUS BOARD ACTION

June 20, 2019

Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of May 23, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Wood Rodgers from the RTC Design and Construction shortlist to perform design and engineering during construction services in connection with the South Virginia Street Northbound Lane Widening Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 1 to 6)	\$480,414.00
Total Optional Design Services (Tasks 7 & 8)	\$138,525.00
Design Contingency (Task 9)	\$35,000.00
Total Construction Services (Tasks 10.1 to 10.5)	\$485,195.00
Total Optional Construction Services (Tasks 11.1 to 11.4)	\$113,890.00
<u>Engineering During Construction Contingency (Task 12)</u>	<u>\$35,000.00</u>
Total Not-to-Exceed Amount	\$1,288,024.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Maria PazFernandez, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Mark Casey, P.E.
Vice President
Wood Rodgers
1361 Corporate Blvd.
Reno, NV 89502
(775) 823-9443

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS

By: _____
Mark Casey, PE, Vice President

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE SOUTH VIRGINIA WIDENING
(LONGLEY LANE TO NB I-580 OFFRAMP)
RTC Project Number 0217002

1. Project Management

Prepare monthly progress reports, invoices, and billing.

Coordination with RTC project manager and staff will be ongoing throughout project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate throughout the project.

Other interested parties will include the City of Reno.

Deliverables – Invoicing and progress reports.

2. Public and Agency Involvement

Public Information Meeting

Public Information Meeting will be held once during preliminary design with a second meeting sometime prior to construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

The CONSULTANT will provide materials to RTC staff for presentation to the RTC Board and City of Reno Council as required.

Deliverables – Meeting materials, power point presentations which will include project status information and photos.

3. Investigation of Existing Conditions

3.1. Geotechnical Investigation

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno and the Nevada Department of Transportation (NDOT). Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadways.

CONSULTANT will advance four (4) to five (5) auger borings along South Virginia Street between the on/off ramp to Interstate 580 and the Longley Lane intersection at approximately 400 to 500-foot spacing. Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to 8-feet below the existing ground surface. Each boring will be logged

by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the pavement portion of the structural section. In addition to the borings, five (5) asphalt concrete cores will be collected in line with the borings, but in the opposite lane, in order to better verify pavement thicknesses throughout the project area.

CONSULTANT will perform laboratory tests, in accordance with the RTC's draft Structural Design Guide for Flexible Pavements (Feb. 2021), on selected samples. Laboratory testing will consist of tests for:

- Gradation (4-5)
- Moisture Content (4-5)
- Atterberg Limit (4-5)
- Moisture-Density Relationship (4-5)
- R-Value (4-5)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides and chlorides.

CONSULTANT will provide a summary table of measured pavement sections and a summary table of laboratory test results with Resilient Modulus (M_r) values calculated using the protocol presented in the RTC 2021 Structural Design Guide. Logs of Test Borings and laboratory test results will also be provided.

Deliverable – Geotechnical Investigation Report

3.2 Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

3.3 Utility Investigation/Depiction

Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.

Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

Deliverable – Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design.

3.4 Utility Potholing (Optional)

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

3.5 Topographic Survey.

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measure and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located on the subject roadways and adjacent parcels, and to provide design level topo on hardscape tie areas. Project accuracy will conform to general accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

Deliverable –Topographic Survey in CAD format

3.6. Right-of-Way Mapping / Engineering

CONSULTANT will obtain record R/W based upon Washoe County GIS information. The record Right of way information will be shown on the project plans. No further resolution of the roadway right of way is included within this task except for the parcels on the northbound of Virginia Street as noted below in the following paragraph.

CONSULTANT will perform a boundary survey of the east side of project including approximately (9) nine abutting parcels along the project. Consultant will obtain all pertinent boundary and right of way documentation of the area including, but not limited to: title reports, record mapping, deed documents, right of way mapping and supporting information. Consultant will locate all existing monumentation located on the abutting parcels and right of way. In addition to the monumentation, Consultant will locate existing street hardscape and building faces, which will be essential in the determination of the right of way location in areas of little or no monumentation. Consultant will compare record maps and title documentation for the properties. Consultant will analyze calculated and measured distances and compare them to record data. A right of

way boundary resolution will be provided and, if necessary, meet with the client to discuss boundary conflicts and possible courses for conflict resolutions.

It is estimated the project will require approximately (11) eleven temporary and/or permanent easements and (2) two partial fee acquisitions to construct the planned improvements. CONSULTANT will prepare meets and bound legal descriptions and exhibits for the affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance are not included within this task.

Deliverables – Record Right of Way in CAD format; legal descriptions/exhibits for easements/acquisition

3.7 Traffic Data.

Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.

CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages.

3.8 Develop Feasible Rehabilitation/Reconstruction Alternatives.

CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- AC overlay (only)
- Full-depth patching (plus AC overlay)
- Mill and fill (plus AC overlay)
- Roadbed modification (reconstruction)
- AC paving (reconstruction)
- PCC paving (reconstruction)

CONSULTANT will prepare pavement design utilizing the RTC's draft Structural Design Guide for Flexible Pavement (Feb. 2021).

Deliverable – Feasible Rehabilitation/Reconstruction Alternative Memo

3.9 Programming Document

This programming document will be utilized as a decision making document to determine appropriate roadway configuration for final design.

CONSULTANT will prepare a traffic analysis to include the following:

- Conduct weekday 7 AM – 9AM and 4 PM – 6 PM peak period turning movements counts at the Longley Lane / South Virginia Street and Patriot / South Virginia Intersections.
- Conduct intersection operations analysis (OS, Delay, and Queuing) for the Am and PM peak hours for existing and 20-year horizon conditions.
- Review segment volumes and volume to capacity ratios by direction and make a recommendation whether three lanes are needed in the southbound and northbound direction to accommodate the 20-year horizon traffic volumes.
- Provide a SimTraffic simulation illustrating the queuing condition with and without a third northbound and/or southbound lane.
- Provide a memorandum report, to be included as part of the programming document, outlining the findings and recommendations from the traffic analysis.

CONSULTANT will develop up to (2) two geometric layout options based on the findings of the traffic analysis identifying right-of-way implications lane widths, configurations, and conceptual pavement markings.

CONSULTANT will prepare a programming document for purpose of identifying potential roadway capacity improvements, right-of-way impacts, and potential roadway configuration(s) based on traffic demands.

Deliverables – Programming Document

4. Preliminary Design

Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient, as identified under Item 3, according to both RTC and local entity standards shall be shown on the preliminary plans.

Drainage Analysis. CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to the locations of the curb and gutter associated with the capacity improvements and new sidewalk construction. Drainage will be reviewed and recommendations made to improve any drainage deficiencies

Deliverables – Preliminary (50%) Plans, Preliminary (50%) Construction Cost Estimate, and Drainage Report submitted to RTC, NDOT, and City of Reno

5. Final Design

CONSULTANT will prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Horizontal Control Plan
- Typical Section Sheets
- Plan/Profile Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, utility agencies and other affected parties for review at the 50%, 90% and 100% stages of completion per the following:

- 50% & 90% Plans – Two 11"x17" sets to RTC, two 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – One 11"x17" each to RTC and Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

CONSULTANT will provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion

will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables –90% & 100% Plans, 90% & 100% Construction Cost Estimate, and Drainage Report submitted to RTC, NDOT, and City of Reno

6. Bidding Services

Plan Set and Specification Distribution: CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.

Pre-bid Meeting: CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review.

7. Additional Design Services for Southbound Widening (Optional)

While the current project is planned to include widening in the northbound direction only, pending the determination of the Programming Document phase of the project, it is possible that traffic conditions may warrant the need for an additional lane in the southbound direction as well. The following scope of work will be necessary should an additional lane in the southbound direction be required.

7.1 Additional services for Right-of-Way Mapping / Engineering.

CONSULTANT will perform a boundary survey of the east side of project including approximately (9) nine abutting parcels along the project. Consultant will obtain all pertinent boundary and right of way documentation of the area including, but not limited to: title reports, record mapping, deed documents, right of way mapping and supporting information. Consultant will locate all existing monumentation located on the abutting parcels and right of way. In addition to the monumentation, Consultant will locate existing street hardscape and building faces, which will be essential in the determination of the right of way location in areas of little or no monumentation. Consultant will compare record maps and title documentation for the properties. Consultant will analyze calculated and measured distances and compare them to record data. A right of way boundary

resolution will be provided and, if necessary, meet with the client to discuss boundary conflicts and possible courses for conflict resolutions.

It is estimated the project will require approximately (9) nine temporary and/or permanent easements and (9) nine partial fee acquisitions to construct the planned improvements. CONSULTANT will prepare meets and bound legal descriptions and exhibits for the affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance are not included within this task.

7.2 Additional Preliminary Design Services for Southbound Widening. (Optional)

CONSULTANT will incorporate the design scope resulting from the additional southbound lane and widening into the preliminary design prepared and included as part of Item 4. It is assumed that this additional design effort will be completed concurrently with the item 4 preliminary design scope.

7.3 Additional Utility Coordination for Southbound Widening (Optional)

CONSULTANT will facilitate monthly coordination meetings with the utility agencies for the southbound widening impacts to their utilities.

In addition to standing monthly meetings, CONSULTANT will attend onsite meetings with utility companies and property owners as necessary during the design phase.

CONSULTANT will review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

8. Additional Final Design Services for Southbound Widening (Optional)

CONSULTANT will incorporate the design scope resulting from the additional southbound lane and widening into the final design prepared and included as part of Item 5. It is assumed that this additional design effort will be completed concurrently with the item 5 final design scope.

9. Design Contingency

1. This is a design contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

10. A - E Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. At this time, the budget for these services are prepared based upon a Roadbed Modification with Asphalt Concrete pavement surface with a contract duration of 120 Working Days. Should this be changed during the design process, this fee will be adjusted as appropriate.

10.1 Contract Administration (Optional)

Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

10.2 Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

10.3 Inspection (Optional)

Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 120 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

10.4 Materials Testing (Optional)

Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All

samples should accompany with a NDOT form titled “Transmittal for Asphalt Samples” to be provided by the RTC.

Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 340 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each “lot” (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.

Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

10.5 Record Information (Optional)

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file electronic PDF format (22” x 34” at 300 dpi), will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer’s stamp and signature. The Consultant may either:

- Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
- Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

11. Additional Construction Services for Southbound Widening (Optional)

While the current project is planned to include widening in the northbound direction only, pending the determination of the Programming Document phase of the project, it is possible that traffic conditions may warrant the need for an additional lane in the southbound direction as well. The following scope of work will be necessary should an additional lane in the southbound direction be required and represents the additional construction during associated with the additional widening effort. It is assumed that the additional construction duration for the SB widening will be approximately 40 working days.

12. Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A - Schedule

PRELIMINARY PROJECT SCHEDULE

South Virginia Street Widening (Longley to I-580 NB Off Ramp)

Milestone	Begin	End	Duration
RTC Board Approval	5/20/2022		
Notice to Proceed	5/23/2022		
INVESTIGATION OF EXISTING CONDITIONS			
Topo/Survey & Utility Investigation	5/23/2022	7/1/2022	6 weeks
Right-of-Way Mapping	5/23/2022	7/29/2022	10 weeks
Geotechnical Investigation	6/20/2022	7/29/2022	6 weeks
Programming Document	5/23/2022	7/1/2022	6 weeks
RTC / City Programming Doc Review	7/4/2022	7/29/2022	4 weeks
PRELIMINARY DESIGN			
Preliminary Design	7/18/2022	9/9/2022	8 weeks
RTC / City Preliminary Design Review	9/12/2022	10/7/2022	4 weeks
FINAL DESIGN			
60% Plans & Estimate	10/10/2022	12/16/2022	10 weeks
RTC/City 60% Review	12/19/2022	1/27/2023	6 weeks
NDOT Preapplication Meeting / Review	1/9/2023	1/13/2023	1 week
Right of Way Negotiations	1/2/2023	7/28/2023	30 weeks
90% PS&E	1/2/2023	2/24/2023	8 weeks
RTC/City 90% Review	2/27/2023	3/24/2023	4 weeks
NDOT Submittal	2/27/2023	8/18/2023	25 weeks
100% PS&E	8/21/2023	9/15/2023	4 weeks
RTC/City / 100% Review	9/18/2023	10/13/2023	4 weeks
Bid Docs to RTC	10/16/2023	10/27/2023	2 weeks
BIDDING			
Advertise / Bid Period	11/1/2023	12/14/2023	6 weeks
Bid Opening	12/14/2023		
CONSTRUCTION			
NTP - Construction	4/15/2024		
Construction	4/15/2024	9/27/2024	24 weeks

Exhibit B

South Virginia Street Widening Project
Exhibit B
Cost of Services

Table with columns: Task #, Task, Item No., Task Description, Principal Engineer / Surveyor (Hourly Rate, # of Hours, Cost), Senior Engineer / Senior Surveyor (Hourly Rate, # of Hours, Cost), Project Engineer / Surveyor (Hourly Rate, # of Hours, Cost), Engineer / Surveyor (Hourly Rate, # of Hours, Cost), Staff (Drafting, Survey Crew - 2 Man, Technician, Clerical, Other Direct, Subconsultant), Totals (# of Hours, Cost). Includes sub-totals and a summary table at the bottom right.

Exhibit C

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

2021-10-18 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

certified copies of the policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, City of Reno and Nevada Department of Transportation 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 RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, 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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.10

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

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) agreement between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for the use and reimbursement of federal funds on the Sparks Boulevard Widening Project.

BACKGROUND AND DISCUSSION

The RTC has completed an alternative analysis, is nearing the completion of an Environmental Assessment, and has begun preliminary design for the widening of Sparks Boulevard from Interstate 80 (I-80) westbound ramps to just north of Baring Boulevard in Sparks, Nevada. The project includes widening the existing roadway to three lanes in each direction and incorporating multimodal improvements along the project limits.

SUMMARY

Approval and execution of the LPA agreement would authorize the expenditure of Federal Transportation Surface Block Grant (STBG) funds for construction activities.

NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions of the agreement.

FISCAL IMPACT

The project is funded using Federal and local Fuel Tax funds. Approval of this LPA agreement would obligate \$5,000,000 in STBG funds at a ninety five percent (95%) match ratio.

PREVIOUS BOARD ACTION

April 17, 2020 Approved a Professional Services Agreement (PSA) for the Sparks Boulevard Widening Project

ATTACHMENT(S)

A. NDOT LPA Agreement

Highway Agreement PR205-22-063

**COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
SPARKS BOULEVARD WIDENING**

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Suite 108, Reno, NV 89502 (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to design, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of the Sparks Boulevard Widening Project as outlined in the project scope, attached hereto and incorporated herein as Attachment A – Scope of Work (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Data Universal Numbering System (DUNS) Number 167260892 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Five Million and No/100 Dollars (\$5,000,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
6. To review and comment on the RTC's design (including plans, specifications, and estimates) within 15 working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
7. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
8. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
9. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.
10. To review and approve the RTC's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.
11. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
12. To authorize the RTC to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.
13. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
14. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.

15. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the RTC as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

16. To review the RTC's as-built plans and to attend the RTC final inspection of the PROJECT.

17. To reimburse the RTC upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) acquire right-of-way; (f) coordinate utility relocations; and (g) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreement with the City of Sparks to: (a) require those utility companies having franchise agreements with the City of Sparks when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.
5. To provide the design, NEPA, Right-of-Way services, Right-of-Way acquisition and construction engineering for the PROJECT at no cost to the PROJECT.
6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.
7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
8. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
9. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
10. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
11. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.
12. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.
13. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.
14. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding

the DBE goals and/or training hours.

15. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

16. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

17. To perform PROJECT documentation and quality control during contract administration according to the RTC's established procedures, as approved by the DEPARTMENT. If the RTC does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

18. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

19. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

20. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

21. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Two Hundred Sixty-Three Thousand One Hundred Fifty-Eight and No/100 Dollars (\$263,158.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

22. To complete and sign Attachment C – “Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 200,000.00
Construction	\$ <u>5,063,158.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 5,263,158.00

Available Funding Sources:

Federal STBG Funds:	\$ 5,000,000.00
RTC Match Funds:	\$ <u>263,158.00</u>
<u>Total PROJECT Funding:</u>	\$ 5,263,158.00
Additional RTC funds not included in agreement:	\$ 44,036,842.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal

participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the “project end date.” The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.”

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT for construction engineering and the RTC for construction engineering, and construction costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the RTC to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

10. The RTC’s total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor’s bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC’s failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally

in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E-mail: pkanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Jeff Wilbrecht, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1872
Fax: (775) 348-3256
E-mail: jwilbrecht@rtcwashoe.com

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

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

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

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

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall

be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

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

28. Pursuant to NRS 239.010, information or documents may be open to public

inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

32. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

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

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

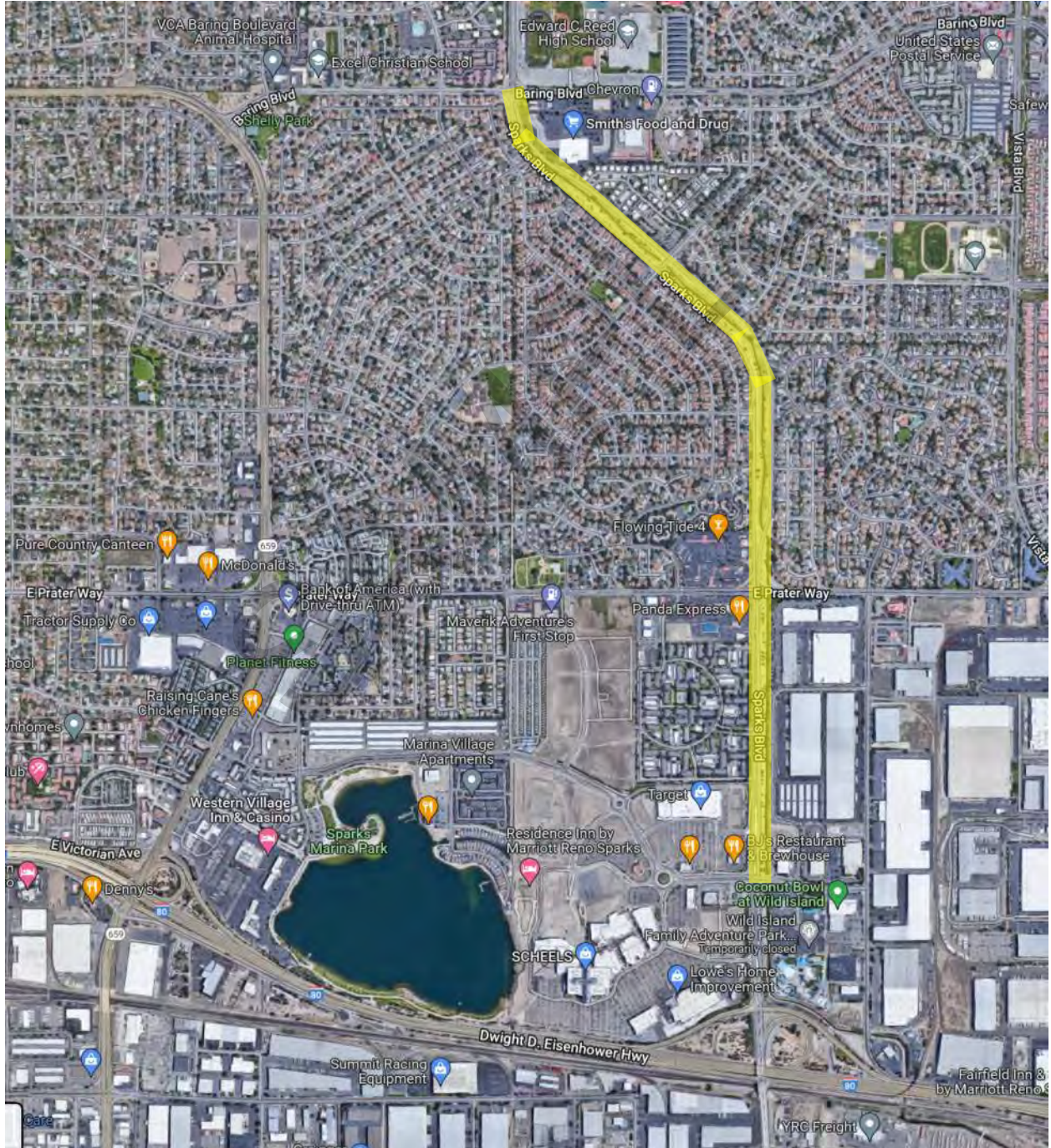
RTC Legal Counsel

Deputy Attorney General

Attachment A

SCOPE OF WORK SPARKS BOULEVARD WIDENING AND MULTIMODAL IMPROVEMENTS

Sparks Blvd. from Lincoln Way to Baring Blvd., widen from four lanes to six and upgrade multimodal facilities. Construct an additional lane in each direction as well as providing room for bicycle lanes. Add turn lanes at intersections. Construct new curb gutter, sidewalk, and pedestrian ramps in certain areas. Construct paved multi-use path in certain areas. Construct drainage improvements. Modify North Truckee Drain as approved by the USACE.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 *

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)**

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of

Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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 is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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.

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.d. 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 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 classification and wage rates conformed under paragraph 1.b. 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.

b. (1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be 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 to such territory), 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 FHWA or the contracting agency 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 paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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 covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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 covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
- (b) “Disadvantaged Business” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor’s disadvantaged business enterprise program.

SAMPLE

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B): \$ _____**

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

Contractor's Signature

Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Bid Amount \$ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature _____ Date _____

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Contract No.: _____ Contractor: _____

Project No(s) : _____ Address: _____

Bid Amount \$ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment D

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
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5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:			
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____			
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____			
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>			
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____			
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>			
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No				
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				
<table style="width: 100%; border: none;"><tr><td style="width: 80%; border: none;">Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</td><td style="width: 20%; border: none;"></td></tr></table>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____				

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.11

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Acknowledge receipt of the Asset Donation Log for the fourth quarter of calendar year 2021 and the first quarter of calendar year 2022.

BACKGROUND AND DISCUSSION

The log lists the items that were donated as outlined in RTC Management Policy P-58 effective November 1, 2021, through March 31, 2022. The Board requested that it be notified quarterly of any asset donations. The attached document details last two quarters' donations made to charity or other government agencies. Staff feels the donations are appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corps.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away preloaded with Linux to underprivileged children in Northern Nevada.

ComputerCorps is a 501(c)(3) Non-Profit Organization that provides access to computers, training to underserved families, and is dedicated to helping provide job opportunities to individuals in the community while eliminating eWaste in our nation's landfills.

FISCAL IMPACT

There is no cost in connection with this action.

PREVIOUS BOARD ACTION

The Commission amended RTC Management Policy P-58 in October, 2018 to allow for donation of unusable or obsolete assets. The Commission directed staff to present a quarterly list of all donations.

ATTACHMENT

- A. Asset Donation Log

ASSET DONATION LOG - NOV 1 2021 - MAR 31 2022

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
	WORKSTATION			
8	Dell OptiPlex 7040	RENO HOST LIONS CLUB	OBSOLETE	(1)
3	Dell OptiPlex 9020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Precision Tower 7810	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell OptiPlex 3020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Apple G5 Mac	COMPUTERCORPS	OBSOLETE	(1)
	LAPTOP			
1	Dell Alienware 14	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Precision M6700	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	Dell Latitude E6440	RENO HOST LIONS CLUB	OBSOLETE	(1)
2	Microsoft Surface with Windows 8 Pro	COMPUTERCORPS	OBSOLETE	(1)
	PRINTERS			
1	HP M601	COMPUTERCORPS	OBSOLETE	(1)
1	HP CP3525DN	COMPUTERCORPS	OBSOLETE	(1)
	SERVERS			
1	Dell POWEREDGE R320	COMPUTERCORPS	OBSOLETE	(1)
1	Dell POWEREDGE R630	COMPUTERCORPS	OBSOLETE	(1)
3	Dell POWEREDGE R430	COMPUTERCORPS	OBSOLETE	(1)
2	Cisco Catalyst 3550	COMPUTERCORPS	OBSOLETE	(1)
6	Cisco Catalyst 3750	COMPUTERCORPS	OBSOLETE	(1)
	OTHER			
1	INSYDE eChief River	COMPUTERCORPS	OBSOLETE	(1)
1	APPLE CINEMA DISPLAY MONITOR	COMPUTERCORPS	OBSOLETE	(1)
1	Pelco Digital Sentry	COMPUTERCORPS	OBSOLETE	(1)
8	Celeron IVLU Assembly - ITS	COMPUTERCORPS	OBSOLETE	2007
14	ITS Equipment for Access Vans	COMPUTERCORPS	OBSOLETE	2012

(1) Expensed when purchased; date of purchase not tracked
 IT supplies/equipment replacement schedule is 5 years
 Printers are not replaced until broken or not cost effective



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 4.12

From: Angela Reich, SPHR Director of Administrative Services

RECOMMENDED ACTION

Approve modifications to RTC Personnel Rule 10.5 (Deferred Compensation), effective January 1, 2022.

BACKGROUND AND DISCUSSION

Recommend modification of RTC Personnel Rule 10.5 (Deferred Compensation) for participating employees from matching funds of up to 1% to matching funds of up to 2% of each employee's salary, effective January 1, 2022.

FISCAL IMPACT

Funding available for increase in FY 2022 budget.

PREVIOUS BOARD ACTION

February 15, 2022 Approved modification of language to Personnel Rules.

ATTACHMENT(S)

A. Modification of Personnel Rule 10.5 (Deferred Compensation).

ATTACHMENT A

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10.5 Deferred Compensation

Employees may participate through payroll deduction in their choice of deferred compensation programs offered by the RTC. The RTC will contribute to each employee's deferred compensation program, as matching funds, up to 2% of each employee's annual base salary effective January 1, 2022.

Deleted: 1



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 5.1

From: Stephanie Haddock, CGFM, Director of Finance/CFO

RECOMMENDED ACTION

Conduct a public hearing on the FY 2023 RTC Final Budget; approve the FY 2023 RTC Final Budget.

BACKGROUND AND DISCUSSION

Staff will present for review and discussion the FY 2023 Regional Transportation Commission (RTC) Final Budget. Any requested changes or recommendations developed from this meeting will be incorporated into the final document before submission to the Department of Taxation. Staff is presenting a balanced budget for FY 2023.

FISCAL IMPACT

The FY 2023 Final Budget amount, not including depreciation, is \$258,556,515.

PREVIOUS BOARD ACTION

May 21, 2021 Approval of the Fiscal Year 2022 RTC Final Budget.

ATTACHMENT(S)

- A. FY 2023 Regional Transportation Commission (RTC) Final Budget
- B. FY 2023 Department of Taxation Budget Forms



**Regional Transportation Commission
Reno, Sparks, and Washoe County, Nevada**

Annual Budget

Fiscal Year Ending, June 30, 2023

**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF REVENUES BY SOURCE
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023**

	FISCAL YEAR 2021 ACTUAL	FISCAL YEAR 2022 BUDGET	FISCAL YEAR 2022 ESTIMATED	FISCAL YEAR 2023 BUDGET
<u>REVENUES & SOURCES:</u>				
Motor Vehicle Fuel Tax	\$ 92,079,885	\$ 92,542,487	\$ 94,904,968	\$ 99,951,896
Public Transportation Sales Tax	39,111,463	35,593,413	42,631,495	44,336,754
Regional Road Impact Fee (RRIF)	7,999,041	5,000,000	7,000,000	7,000,000
RRIF Offset Agreements	1,014,228	8,715,000	1,000,000	7,350,000
Passenger Fares	3,260,913	4,897,310	2,854,749	4,037,514
Advertising	178,240	220,000	220,000	240,000
Lease Income	400,729	401,508	401,508	402,300
Investment Income	94,911	1,928,000	1,171,000	1,192,000
Federal Reimbursements	49,930,832	47,145,940	26,125,179	38,314,016
N.D.O.T.	4,014,918	10,391,107	6,983,415	5,900,080
Asset Proceeds	(6,223,525)	22,500	10,961	25,000
Misc Reimb/Operating Assist.	1,753,695	477,200	499,000	1,159,000
TOTAL REVENUES	193,615,330	207,334,465	183,802,275	209,908,560
Beginning Cash & Fund Balance	162,063,834	172,255,204	197,825,592	226,968,178
TOTAL SOURCES AVAILABLE	\$ 355,679,164	\$ 379,589,669	\$ 381,627,867	\$ 436,876,738

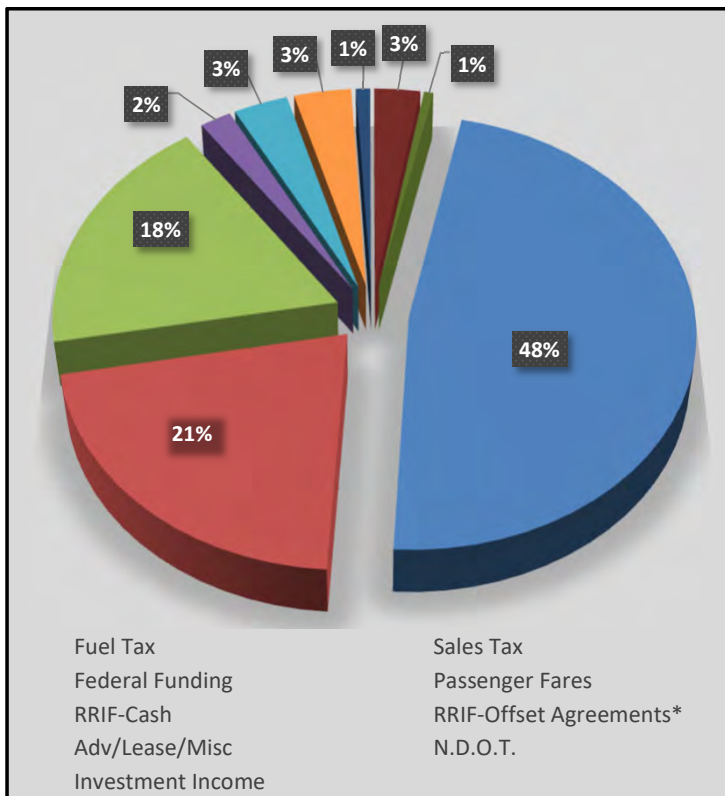
**REGIONAL TRANSPORTATION COMMISSION
ALL FUNDS
THREE YEAR COMPARISON OF EXPENDITURES BY FUNCTION
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023**

	FISCAL YEAR 2021 ACTUAL	FISCAL YEAR 2022 BUDGET	FISCAL YEAR 2022 ESTIMATED	FISCAL YEAR 2023 BUDGET
<u>EXPENDITURES & USES:</u>				
Preservation & Multitmodal Projects	\$ 45,244,304	\$ 73,990,312	\$ 40,638,335	\$ 73,372,014
Capacity Improvements Projects	30,099,922	46,343,860	37,598,867	73,036,765
RRIF Offset Agreements	1,014,228	8,715,000	1,000,000	7,350,000
Other Finan. Uses - Debt Service	22,974,811	22,998,772	22,988,773	23,184,484
RTC RIDE - Operating	32,944,659	38,015,933	29,741,113	37,898,145
RTC RIDE - Capital	13,897,620	23,410,746	10,637,660	18,465,179
Paratransit - Operating	8,881,761	12,276,901	8,756,760	13,973,654
Paratransit - Capital	(96,635)	2,681,000	500,000	7,142,000
MPO - Operating	2,892,902	3,673,793	2,798,181	4,134,274
TOTAL EXPENDITURES	157,853,572	232,106,317	154,659,689	258,556,515
<u>ENDING CASH BALANCE:</u>				
Restricted/Committed/Assigned	197,825,592	147,483,352	226,968,178	178,320,223
TOTAL ENDING CASH/FUND BALANCE	197,825,592	147,483,352	226,968,178	178,320,223
TOTAL USES	\$ 355,679,164	\$ 379,589,669	\$ 381,627,867	\$ 436,876,738

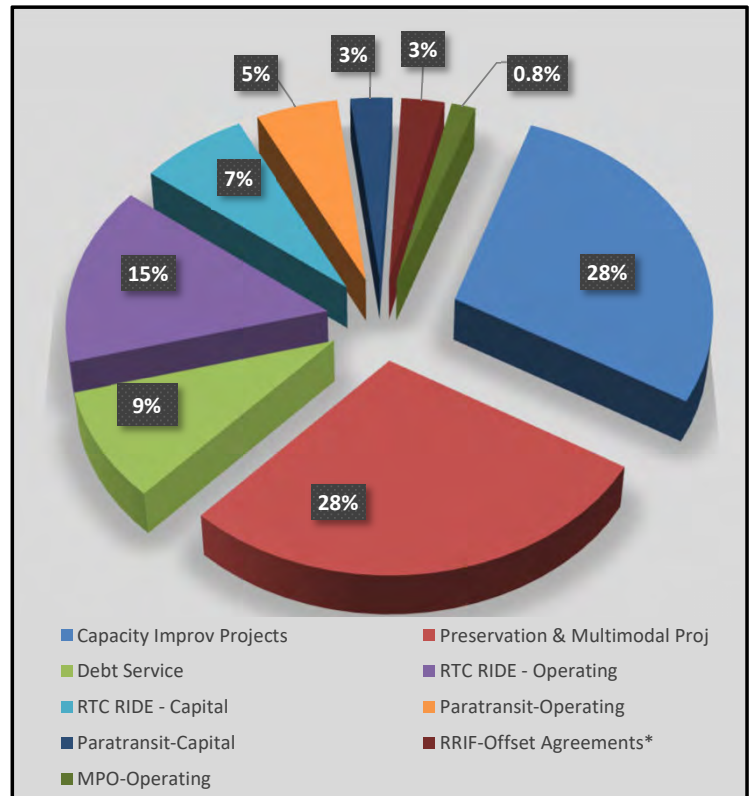
Note: Depreciation is not included in the total expenditure column.
Total expenditures including depreciation of \$7,716,202
are: \$266,272,717

REGIONAL TRANSPORTATION COMMISSION REVENUES & EXPENDITURES BY SOURCE - FY 2023 BUDGET

REVENUES



EXPENDITURES



Total Revenues & Fund Balance
\$436,876,738

Fuel Tax	\$99,951,896	22.9%
Sales Tax	\$44,336,754	10.1%
Federal Funding	\$38,314,016	8.8%
Passenger Fares	\$4,037,514	0.9%
RRIF-Cash	\$7,000,000	1.6%
RRIF-Offset Agreements*	\$7,350,000	1.7%
Adv/Lease/Misc	\$1,826,300	0.4%
N.D.O.T.	\$5,900,080	1.4%
Investment Income	\$1,192,000	0.3%

Beginning Balance	<u>\$226,968,178</u>	52.0%
Total:	<u><u>\$436,876,738</u></u>	

<u>Beginning Balance</u>		
Debt Service	\$22,877,005	
Preservation & Multimodal Proj	\$123,947,446	
Capacity Improv Projects	\$25,154,918	
Public Transportation	\$54,149,229	
MPO	\$839,580	
TOTAL	<u><u>\$226,968,178</u></u>	

Total Expenditures & Ending Fund Balance
\$436,876,738

Capacity Improv Projects	\$73,036,765	16.7%
Preservation & Multimodal Proj	\$73,372,014	16.8%
Debt Service	\$23,184,484	5.3%
RTC RIDE - Operating	\$37,898,145	8.7%
RTC RIDE - Capital	\$18,465,179	4.2%
Paratransit-Operating	\$13,973,654	3.2%
Paratransit-Capital	\$7,142,000	1.6%
RRIF-Offset Agreements*	\$7,350,000	1.7%
MPO-Operating	\$4,134,274	0.9%

Ending Balance - FY 2023	<u>\$178,320,223</u>	40.8%
Total:	<u><u>\$436,876,738</u></u>	

<u>Ending Balance</u>		
Debt Service	\$22,907,005	
Preservation & Multimodal Proj	\$93,227,303	
Capacity Improv Projects	\$11,674,153	
Public Transportation	\$50,255,956	
MPO	\$255,806	
TOTAL	<u><u>\$178,320,223</u></u>	

*For custodial purposes only, credits are booked as a revenue and expense with net zero effect and have no cash value.

REGIONAL TRANSPORTATION COMMISSION
STREET AND HIGHWAY PROGRAM
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023

	FISCAL YEAR 2021 ACTUAL	FISCAL YEAR 2022 BUDGET	FISCAL YEAR 2022 ESTIMATED	FISCAL YEAR 2023 BUDGET
REVENUES & SOURCES:				
Motor Vehicle Fuel Tax	\$ 92,079,885	\$ 92,542,487	\$ 94,904,968	\$ 99,951,896
Sales Tax	13,037,154	11,864,471	7,105,249	7,389,459
Regional Impact Fee - Cash	7,999,041	5,000,000	7,000,000	7,000,000
Regional Impact Fee - Offset Agreements	1,014,228	8,715,000	1,000,000	7,350,000
Federal Funding	7,050,245	543,397	62,500	7,600,000
NDOT State Gas Tax	2,000,000	8,000,000	5,000,000	3,000,000
Project Reimbursements	1,436,188	355,000	250,000	905,000
Investment Income	93,644	1,421,000	870,000	885,000
Miscellaneous Reimbursements	72,436	51,000	50,000	51,000
TOTAL REVENUES	124,782,821	128,492,355	116,242,717	134,132,355
Operating Transfers In	24,173,191	23,598,772	23,598,772	23,834,484
TOTAL OPERATING TRANSFERS	148,956,012	152,091,127	139,841,489	157,966,839
Beginning Cash/Fund Balance	135,326,571	141,585,355	158,651,127	171,979,369
TOTAL SOURCES	\$ 284,282,583	\$ 293,676,482	\$ 298,492,616	\$ 329,946,208
EXPENDITURES & USES:				
Preservation & Multimodal Projects/Other	\$ 45,244,304	\$ 73,990,312	\$ 40,638,335	\$ 73,372,014
Capacity Projects/Other	30,099,922	46,343,860	37,598,867	73,036,765
RRIF Offset Agreements	1,014,228	8,715,000	1,000,000	7,350,000
Debt Service	22,974,811	22,998,772	22,988,773	23,184,484
Capital expenses	-	-	-	-
TOTAL EXPENDITURES	99,333,265	152,047,944	102,225,975	176,943,263
Operating Transfers Out	26,298,191	23,938,772	24,287,272	25,194,484
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	125,631,456	175,986,716	126,513,247	202,137,747
ENDING CASH/FUND BALANCE:				
Restricted for Capacity Projects	110,716,375	53,705,951	25,154,918	11,674,153
Restricted for Preservation & Multimodal Projects	25,097,746	41,531,723	123,947,446	93,227,303
Restricted for Debt Service	22,837,006	22,452,092	22,877,005	22,907,005
TOTAL ENDING CASH/FUND BALANCE	158,651,127	117,689,766	171,979,369	127,808,461
TOTAL USES	\$ 284,282,583	\$ 293,676,482	\$ 298,492,616	\$ 329,946,208

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REGIONAL TRANSPORTATION COMMISSION
PUBLIC TRANSIT & PARATRANSIT
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023

	FISCAL YEAR 2021 ACTUAL	FISCAL YEAR 2022 BUDGET	FISCAL YEAR 2022 ESTIMATED	FISCAL YEAR 2023 BUDGET
REVENUES & SOURCES:				
Public Transportation Sales Tax	\$ 26,074,309	\$ 23,728,942	\$ 35,526,246	\$ 36,947,295
Passenger Revenues	3,260,913	4,897,310	2,854,749	4,037,514
Investment Income	792	500,000	295,000	300,000
Advertising	178,240	220,000	220,000	240,000
FTA - 5339 (Discretionary)	1,238,653	783,200	4,174,386	1,973,174
FTA - 5307 & CMAQ	17,417,762	15,884,154	4,916,394	22,742,773
FTA - 5309 (Discretionary)	-	6,186,400	150,000	120,000
FTA - 5310	273,819	369,817	195,750	375,569
FTA - Section 5307 Federal Stimulus	19,165,071	19,942,472	13,672,233	-
FTA - Preventive Maint/ADA Paratransit Svc	3,900,748	2,175,000	1,668,797	3,560,000
NDOT - ETR/TA Grants/Medicaid	2,014,918	2,391,107	1,983,415	2,900,080
INTERCITY (CAMPO)	65,188	65,000	60,000	65,000
Miscellaneous Reimbursements	179,883	5,200	138,000	137,000
Asset Proceeds	(6,223,525)	22,500	10,961	25,000
Lease Income	400,729	401,508	401,508	402,300
TOTAL REVENUES	67,947,500	77,572,610	66,267,439	73,825,705
Beginning Cash/Fund Balance	25,693,728	28,083,472	37,638,823	54,149,229
TOTAL SOURCES	\$ 93,641,228	\$ 105,656,082	\$ 103,906,262	\$ 127,974,934
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Public Transit - RTC RIDE	\$ 32,944,659	\$ 38,015,933	\$ 29,741,113	\$ 37,898,145
Paratransit - RTC ACCESS	8,881,761	12,276,901	8,756,760	13,973,654
TOTAL OPERATING EXPENDITURES	41,826,420	50,292,834	38,497,873	51,871,799
NON-OPERATING EXPENDITURES				
Capital Outlay - Public Transit - RTC RIDE	13,897,620	23,410,746	10,637,660	18,465,179
Capital Outlay - Paratransit - RTC ACCESS	(96,635)	2,681,000	500,000	7,142,000
TOTAL NON-OPER. EXPENDITURES	13,800,985	26,091,746	11,137,660	25,607,179
TOTAL EXPENDITURES	55,627,405	76,384,580	49,635,533	77,478,978
Operating Transfers Out	375,000	60,000	121,500	240,000
TOTAL EXPENDITURES AND OPER. TRANSFERS OUT	56,002,405	76,444,580	49,757,033	77,718,978
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match & Capital Reserve	13,500,000	13,500,000	5,500,000	3,000,000
Restricted for Self Insurance	250,000	250,000	250,000	250,000
Restricted for Villanova Facility Replacement	-	-	-	30,000,000
Restricted for Transit Operations	23,888,823	15,461,502	48,399,229	17,005,956
TOTAL ENDING CASH/FUND BALANCE	37,638,823	29,211,502	54,149,229	50,255,956
TOTAL USES	\$ 93,641,228	\$ 105,656,082	\$ 103,906,262	\$ 127,974,934

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REGIONAL TRANSPORTATION COMMISSION
MPO
FINAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023

	FISCAL YEAR 2021 ACTUAL	FISCAL YEAR 2022 BUDGET	FISCAL YEAR 2022 ESTIMATED	FISCAL YEAR 2023 BUDGET
REVENUES & SOURCES:				
Investment Income	\$ 475	\$ 7,000	\$ 6,000	\$ 7,000
FTA - Planning	145,000	74,000	148,000	375,000
FHWA - Planning	739,534	1,187,500	1,137,119	1,567,500
Miscellaneous	-	1,000	1,000	1,000
TOTAL REVENUES	885,009	1,269,500	1,292,119	1,950,500
Operating Transfers In - Sales Tax	375,000	60,000	121,500	240,000
Operating Transfers In - Fuel Tax	2,125,000	340,000	688,500	1,360,000
TOTAL REVENUES & OPERATING TRANSFERS	3,385,009	1,669,500	2,102,119	3,550,500
Beginning Cash/Fund Balance	1,043,535	2,586,377	1,535,642	839,580
TOTAL SOURCES	\$ 4,428,544	\$ 4,255,877	\$ 3,637,761	\$ 4,390,080
EXPENDITURES & USES:				
OPERATING EXPENDITURES				
Transportation Services - MPO	\$ 2,892,902	\$ 3,673,793	\$ 2,798,181	\$ 4,134,274
TOTAL OPERATING EXPENDITURES	2,892,902	3,673,793	2,798,181	4,134,274
NON-OPERATING EXPENDITURES				
Capital Outlay - MPO	-	-	-	-
TOTAL NON-OPER. EXPENDITURES	-	-	-	-
TOTAL EXPENDITURES	2,892,902	3,673,793	2,798,181	4,134,274
ENDING CASH/FUND BALANCE:				
Restricted for Federal Grant Match	1,535,642	582,084	839,580	255,806
TOTAL ENDING CASH/FUND BALANCE	1,535,642	582,084	839,580	255,806
TOTAL USES	\$ 4,428,544	\$ 4,255,877	\$ 3,637,761	\$ 4,390,080

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**REGIONAL TRANSPORTATION COMMISSION
FY 2023 CAPITAL & GRANT BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2023**

PROJECT DESCRIPTION	FEDERAL AMOUNT	LOCAL MATCH	TOTAL BUDGET AMOUNT
RTC RIDE - REPLACEMENT BUSES (12)	\$ 8,016,775	\$ 421,936	\$ 8,438,711
RTC ACCESS - REPLACEMENT VANS (30)	4,346,250	228,750	4,575,000
RTC ACCESS/FLEXRIDE VANS (18)	1,496,000	374,000	1,870,000
RTC NON-REVENUE VANS (8)	256,000	64,000	320,000
RTC NON-REVENUE TRUCK	40,000	10,000	50,000
CHARGING INFRASTRUCTURE	1,900,000	100,000	2,000,000
PEPPERMILL BRT STATION	1,280,000	320,000	1,600,000
4th STREET STATION EXPANSION	2,296,000	574,000	2,870,000
VILLANOVA FACILITY UPGRADES	436,000	109,000	545,000
TERMINAL FACILITY UPGRADES	776,000	194,000	970,000
ALL FACILITIES UPGRADES	232,000	58,000	290,000
TRANSIT CENTER UPGRADES	200,000	50,000	250,000
6TH STREET FACILITIES UPGRADES	104,000	26,000	130,000
SUTRO GENERATOR & FACILITY UPGRADES	417,600	104,400	522,000
HYDROGEN FUEL PROJECT	120,000	30,000	150,000
SHELTERS, ADA IMPROVEMENTS, OTHER BUS STOP AMENITIES	464,000	116,000	580,000
COMPUTER HARDWARE & SOFTWARE	189,174	47,294	236,468
RTC RIDE SECURITY MONITORING DISPLAY	60,000	15,000	75,000
VILLANOVA/SUTRO - FORKLIFT REPLACEMENT/SHOP EQUIPMENT	112,500	22,500	135,000
TOTAL	\$ 22,742,300	\$ 2,864,879	\$ 25,607,179



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ♦ 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	\$213,277	\$0	\$3,745,776	\$1,093,118	\$449,491	\$536,552	\$6,038,214
501-0-03	OVERTIME	0	0	5,071	10,564	4,510	0	20,145
502-0-02	BONUSES/TOP OF SCALE DIFFERENTIAL	0	0	271,231	1,343	0	0	272,574
502-0-09	SICK LEAVE	0	0	384,600	5,735	0	0	390,335
502-0-10	HOLIDAY	0	0	288,715	3,857	0	0	292,572
502-0-11	VACATION	0	0	611,713	12,013	0	0	623,726
502-0-12	OTHER PAID ABSENCES	0	0	35,228	351	0	0	35,579
502-0-25	CAR ALLOWANCE	0	0	78,000	0	0	0	78,000
502-0-26	CELL PHONE ALLOWANCE	0	0	34,860	0	0	0	34,860
	LABOR ALLOCATIONS IN/(OUT)	156,313	0	(2,743,049)	1,377,044	497,983	711,709	-1
	TOTAL LABOR	369,591	0	2,712,145	2,504,025	951,983	1,248,261	7,786,005
FRINGE								
502-0-04	FICA/MEDICARE	0	0	114,127	1,368	0	0	115,495
502-0-05	PENSION	0	0	1,923,152	127,122	0	0	2,050,274
502-0-01	OPEB CONTRIBUTIONS - HEALTHCARE	0	0	250,000	550,000	0	0	800,000
502-0-17	HEALTH & VISION INSURANCE	0	0	1,008,470	16,715	0	0	1,025,185
502-0-18	DENTAL INSURANCE	0	0	49,872	712	0	0	50,584
502-0-19	LIFE INSURANCE	0	0	24,779	107	0	0	24,886
502-0-16	DISABILITY INSURANCE	0	0	69,718	931	0	0	70,649
502-0-06	UNEMPLOYMENT INSURANCE	0	0	28,198	392	0	0	28,590
502-0-08	WORKERS COMPENSATION	0	0	45,570	630	0	0	46,200
502-0-14	OTHER FRINGE BENEFITS	0	0	46,350	2,300	5,250	10,500	64,400
	FRINGE ALLOCATION IN/(OUT)	127,656	0	(2,240,168)	1,124,591	406,688	581,232	-1
	TOTAL FRINGE	127,656	0	1,320,068	1,824,868	411,938	591,732	4,276,263
SERVICES								
503-0-02	ADV DEVL P/PRODUCTION	0	0	0	68,720	0	125,000	193,720
503-0-03	PROFESSIONAL & TECHNICAL	35,000	35	2,286,450	457,245	29,500	1,750	2,809,980
503-0-04	TEMPORARY HELP	0	0	9,000	2,000	0	0	11,000
503-0-05	CONTRACT MAINT/REPAIRS	0	0	627,936	1,386,735	126,597	51,100	2,192,368
503-0-06	CUSTODIAL	0	0	4,400	494,442	12,080	0	510,922
503-0-07	SECURITY	0	0	0	971,974	3,500	0	975,474
503-0-08	PRINTING	0	0	8,150	59,150	8,500	3,400	79,200
503-0-09	CONSULTING SERVICES	50,000	0	875,000	10,000	0	1,302,150	2,237,150
503-0-10	PROPERTY EXPENSE	0	0	790,000	0	0	0	790,000
503-0-99	OTHER SERVICES	0	0	95,230	367,450	40,500	31,000	534,180



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ♦ 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
	SERVICES ALLOCATION IN/(OUT)	71,952	0	(1,262,650)	633,865	229,226	327,606	0
	TOTAL SERVICES	156,952	35	3,433,516	4,451,581	449,903	1,842,006	10,333,994
	MATERIALS & SUPPLIES							
504-0-01	FUEL & LUBE	0	0	2,000	1,454,574	248,674	0	1,705,248
504-0-04	REVENUE VEHICLE PARTS	0	0	0	10,000	0	0	10,000
504-0-06	SUPPORT VEHICLE PARTS	0	0	6,000	0	0	0	6,000
504-0-07	BENCH SHELTER/SIGN SUPPLY	0	0	0	150,000	0	0	150,000
504-0-08	CNG PARTS & SUPPLIES	0	0	0	0	20,000	0	20,000
504-0-10	OFFICE SUPPLIES	0	0	14,900	3,000	0	4,000	21,900
504-0-99	OTHER MATERIALS & SUPPLIES	0	0	165,541	171,900	49,150	31,900	418,491
	OTHER M & S ALLOC IN/(OUT)	6,109	0	(107,207)	53,819	19,463	27,816	0
	TOTAL MATERIALS & SUPPLIES	6,109	0	81,234	1,843,293	337,287	63,716	2,331,639
	UTILITIES							
505-0-02	ELECTRICITY & NATURAL GAS	0	0	5,000	325,000	22,000	0	352,000
505-0-04	WATER & SEWER	0	0	0	50,000	12,000	0	62,000
505-0-05	GARBAGE COLLECTION	0	0	0	75,000	1,500	0	76,500
505-0-10	TELEPHONE	0	0	88,000	0	0	0	88,000
	UTILITIES ALLOCATIONS IN/(OUT)	3,342	0	(58,641)	29,438	10,646	15,215	0
	TOTAL UTILITIES	3,342	0	34,359	479,438	46,146	15,215	578,500
	INSURANCE COSTS							
506-0-01	PHYSICAL DAMAGE	0	0	0	25,000	0	0	25,000
506-0-03	PUBLIC LIAB/PROPERTY DAMAGE	0	0	35,000	170,000	55,000	15,000	275,000
506-0-06	PL & PD SETTLEMENTS	0	0	0	0	0	25,000	25,000
506-0-08	OTHER INSURANCE COSTS	0	0	5,000	30,000	10,000	2,500	47,500
	TOTAL INSURANCE	0	0	40,000	225,000	65,000	42,500	372,500
	MISCELLANEOUS EXPENSES							
507-0-04	TAXES & LICENSES	0	0	7,500	35,000	5,500	0	48,000
509-0-01	DUES & SUBSCRIPTIONS	0	0	57,626	79,975	735	14,745	153,081
509-0-08	MISCELLANEOUS ADVERTISING	0	0	26,075	33,800	1,500	125,000	186,375
509-0-09	INTERNAL MARKETING	0	0	5,000	0	0	0	5,000
509-0-20	TRAINING & MEETINGS	0	0	153,305	60,400	31,500	42,750	287,955
509-0-25	POSTAGE & EXPRESS MAIL	0	0	20,040	1,500	2,000	500	24,040
509-0-99	OTHER MISC EXPENSES	100	0	156,025	105,850	1,500	20,000	283,475
512-0-06	LEASES & RENTALS	0	0	342,743	9,028	1,961	45,828	399,560
	MISC EXP ALLOCATIONS IN/(OUT)	18,014	0	(316,122)	158,697	57,390	82,021	0



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ♦ 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
	TOTAL MISCELLANEOUS EXPENSES	18,114	0	452,192	484,250	102,086	330,844	1,387,486
	PURCHASED TRANSP'N SERVICES							
520-0-00	RIDE	0	0	0	23,633,690	0	0	23,633,690
520-0-01	ACCESS	0	0	0	0	8,164,332	0	8,164,332
520-0-15	MICRO TRANSIT FLEX SERVICE	0	0	0	0	2,203,840	0	2,203,840
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	440,000	0	440,000
520-0-10	TART	0	0	0	350,000	1,000	0	351,000
520-0-14	VANPOOL SERVICES	0	0	0	2,102,000	0	0	2,102,000
	TOTAL PURCHASED TRANSPORTATION	0	0	0	26,085,690	10,858,172	0	36,943,862
510-0-XX	TOTAL PASS THRU GRANT	0	0	0	0	751,138	0	751,138
	OPERATING BUDGET BEFORE DEPRECIATION:	681,765	35	8,073,514	37,898,145	13,973,654	4,134,274	64,761,386
530-0-XX	PRINCIPAL & INTEREST	0	23,129,449	0	0	0	0	23,129,449
540-0-XX	FISCAL AGENT CHARGES	0	55,000	0	0	0	0	55,000
	TOTAL DEBT SERVICES	0	23,184,449	0	0	0	0	23,184,449
513-0-02	DEPRECIATION	0	0	0	7,716,202	0	0	7,716,202
513-0-01	AMORTIZATION	0	0	0	0	0	0	0
	TOTAL OPERATING BUDGET	681,765	23,184,484	8,073,514	45,614,348	13,973,654	4,134,274	95,662,037
	CAPITAL PROJECTS							
	GOVERNMENT FUND CAPITAL							
600-0-10	REVENUE VEHICLES	0	0	0	0	6,445,000	0	6,445,000
600-0-31	COMPUTER HARDWARE	0	0	0	0	0	0	0
600-0-32	COMPUTER SOFTWARE	0	0	0	0	0	0	0
600-0-35	OFFICE FURNITURE & EQUIP.	0	0	0	0	0	0	0
600-0-36	OTHER FIXTURES & EQUIP.	0	0	0	0	530,000	0	530,000
600-0-38	SHOP EQUIPMENT	0	0	0	0	0	0	0
600-0-91	LEASEHOLD IMPROVEMENTS	0	0	0	0	122,000	0	122,000
	TOTAL GOVMT. FUND CAPITAL	0	0	0	0	7,142,000	0	7,142,000
	STREET & HIGHWAY PROJECTS							



REGIONAL TRANSPORTATION COMMISSION

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ♦ 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
	PRESERVATION & MULTIMODAL PROJECTS	0	0	65,298,500	0	0	0	65,298,500
	CAPACITY IMPROVEMENT PROJECTS	20,600,000	0	51,755,000	0	0	0	72,355,000
	CAPITAL CONTRIBUTION PROJECTS	7,350,000	0	0	0	0	0	7,350,000
	TOTAL STREET & HIGHWAY	27,950,000	0	117,053,500	0	0	0	145,003,500
	CAPTIAL BUDGET BEFORE ENTERPRISE FUND CAPITAL	27,950,000	0	117,053,500	0	7,142,000	0	152,145,500
	ENTERPRISE FUND CAPITAL							
105-1-XX	Undesignated Capital Projects	0	0	0	440,000	0	0	440,000
111-1-03	4th Street Station	0	0	0	2,870,000	0	0	2,870,000
111-1-10	Coaches	0	0	0	8,438,711	0	0	8,438,711
111-1-12	Support Vehicles	0	0	0	410,000	0	0	410,000
111-1-16	Communications Equipment	0	0	0	259,500	0	0	259,500
111-1-18	Surveillance/Security Equipment	0	0	0	75,000	0	0	75,000
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	1,970,000	0	0	1,970,000
111-1-31	Computer Hardware	0	0	0	93,968	0	0	93,968
111-1-32	Computer Software	0	0	0	18,000	0	0	18,000
111-1-35	Office Furniture & Equipment	0	0	0	30,000	0	0	30,000
111-1-36	Other Fixtures & Equipment	0	0	0	545,000	0	0	545,000
111-1-38	Shop Equipment	0	0	0	2,095,000	0	0	2,095,000
111-1-82	Building Improvements - Terminal	0	0	0	970,000	0	0	970,000
111-1-83	Building Improvements - Centennial	0	0	0	75,000	0	0	75,000
111-1-84	Building Improvements - 4th St Station	0	0	0	175,000	0	0	175,000
	TOTAL ENTERPRISE FUND CAPITAL	0	0	0	18,465,179	0	0	18,465,179
	TOTAL CAPITAL BUDGET	27,950,000	0	117,053,500	18,465,179	7,142,000	0	170,610,679
	TOTAL FY 2023 BUDGET	\$28,631,765	\$23,184,484	\$125,127,014	\$64,079,527	\$21,115,654	\$4,134,274	\$266,272,716



REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ◆ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
LABOR								
501-0-01	Labor	\$786,078	\$859,608	\$966,693	\$1,289,477	\$1,454,379	\$681,979	\$6,038,214
501-0-03	Overtime	0	4,005	1,053	0	15,087	0	20,145
502-0-02	Bonuses	48,109	45,828	42,852	36,608	84,331	14,846	272,574
502-0-09	Sick Leave	27,289	46,015	70,452	105,822	123,113	17,644	390,335
502-0-10	Holiday	37,165	41,217	46,282	62,626	73,161	32,121	292,572
502-0-11	Vacation	64,842	107,671	92,740	135,101	169,077	54,295	623,726
502-0-12	Personal Leave	6,757	3,747	4,207	11,387	6,561	2,920	35,579
502-0-25	Car Allowance	15,600	9,600	14,400	14,400	14,400	9,600	78,000
502-0-26	Cell Phone Allowance	5,460	6,600	3,000	8,400	9,300	2,100	34,860
	TOTAL LABOR	991,300	1,124,291	1,241,679	1,663,821	1,949,409	815,505	7,786,005
FRINGE								
502-0-04	FICA/Medicare	16,092	16,500	18,182	23,868	28,125	12,728	115,495
502-0-05	Retirement Plan	261,340	289,828	325,445	440,374	507,421	225,866	2,050,274
502-0-01	OPEB contribution - Healthcare	0	0	800,000	0	0	0	800,000
502-0-17	Health & Vision Insurance	116,608	140,719	161,450	197,975	295,148	113,285	1,025,185
502-0-18	Dental Insurance	4,987	7,837	8,550	9,262	14,248	5,700	50,584
502-0-19	Life Insurance	10,842	2,377	1,883	1,990	6,339	1,455	24,886
502-0-16	Disability Insurance	9,085	9,966	11,180	15,114	17,552	7,752	70,649
502-0-07	Unemployment Insurance	2,872	4,439	4,830	5,222	7,963	3,264	28,590
502-0-08	Workers Compensation	4,657	7,175	7,805	8,434	12,842	5,287	46,200
502-0-14	Other Fringe Benefits	2,100	13,800	6,900	11,400	17,300	12,900	64,400
	TOTAL FRINGE	428,583	492,641	1,346,225	713,639	906,938	388,237	4,276,263
SERVICES								
503-0-02	Adv Devlp/Production	0	0	0	0	68,720	125,000	193,720
503-0-03	Professional & Technical	1,200,000	117,950	290,785	1,035,000	164,745	1,500	2,809,980
503-0-04	Temporary Help	0	0	5,000	0	6,000	0	11,000
503-0-05	Contract Maint/Repairs	0	1,163,423	5,000	5,000	1,018,945	0	2,192,368
503-0-06	Custodial	0	0	0	0	510,922	0	510,922
503-0-07	Security	0	956,974	0	0	18,500	0	975,474
503-0-08	Printing	100	100	29,950	5,500	40,150	3,400	79,200


REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ◆ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
503-0-09	Consulting Services	250,000	150,000	25,000	500,000	10,000	1,302,150	2,237,150
503-0-10	ROW Property Maintenance Costs	0	0	0	10,000	0	0	10,000
503-0-99	Other Services	28,900	40,230	3,000	807,000	404,050	31,000	1,314,180
	TOTAL SERVICES	1,479,000	2,428,677	358,735	2,362,500	2,242,032	1,463,050	10,333,994
	MATERIALS & SUPPLIES							
504-0-01	Fuel & Lube	0	0	0	0	1,705,248	0	1,705,248
504-0-04	Revenue Vehicle Parts	0	0	0	0	10,000	0	10,000
504-0-06	Support Vehicle Parts	0	0	0	0	6,000	0	6,000
504-0-07	Bench, Shelters & Signs	0	0	0	0	150,000	0	150,000
504-0-10	Office Supplies	400	21,500	0	0	0	0	21,900
504-0-99	Other Materials & Supplies	3,350	137,041	6,750	10,000	231,900	29,450	418,491
	TOTAL MATERIALS & SUPPLIES	3,750	158,541	6,750	10,000	2,123,148	29,450	2,331,639
	UTILITIES							
505-0-02	Electricity/Natural Gas	0	0	0	0	352,000	0	352,000
505-0-04	Water & Sewer	0	0	0	0	62,000	0	62,000
505-0-05	Garbage Collection	0	0	0	0	76,500	0	76,500
505-0-10	Telephone	0	76,800	11,200	0	0	0	88,000
	TOTAL UTILITIES	0	76,800	11,200	0	490,500	0	578,500
	INSURANCE							
506-0-01	Physical Damage	0	0	25,000	0	0	0	25,000
506-0-03	Public Liab/Property Damage	0	0	275,000	0	0	0	275,000
506-0-06	PL & PD Settlements	0	0	25,000	0	0	0	25,000
506-0-08	Other Insurance Costs	0	0	47,500	0	0	0	47,500
	TOTAL INSURANCE	0	0	372,500	0	0	0	372,500
	MISCELLANEOUS EXPENSE							
507-0-04	Taxes & Licenses	0	0	42,000	0	6,000	0	48,000
509-0-01	Dues & Subscriptions	100,526	5,500	2,000	12,000	20,710	12,345	153,081
509-0-08	Misc. Advertising	75	5,000	1,000	20,000	35,300	125,000	186,375
509-0-09	Internal marketing	0	5,000	0	0	0	0	5,000
509-0-20	Training & Meetings	30,305	51,500	20,000	56,000	90,400	39,750	287,955
509-0-25	Postage & Express Mail	12,340	0	200	7,500	3,500	500	24,040
509-0-99	Other Misc. Expense	66,500	3,750	74,025	57,100	62,100	20,000	283,475
512-1-06	Leases & Rentals	3,120	96,116	0	0	300,324	0	399,560


REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ◆ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
510-0-XX	Pass-Thru Grant Expense	0	0	0	0	751,138	0	751,138
	TOTAL MISCELLANEOUS EXPENSES	212,866	166,866	139,225	152,600	1,269,472	197,595	2,138,624
	PURCHASED TRANSP'N SERVICE							
520-0-00	RIDE	0	0	0	0	23,633,690	0	23,633,690
520-0-01	ACCESS	0	0	0	0	8,164,332	0	8,164,332
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	440,000	0	440,000
520-0-10	TART	0	0	0	0	350,000	0	350,000
520-0-14	Vanpool Service	0	0	0	0	2,102,000	0	2,102,000
520-0-15	Micro-transit	0	0	0	0	2,203,840	0	2,203,840
	PURCHASED TRANSPORTATION SVC	0	0	0	0	36,943,862	0	36,943,862
	OPERATING BUDGET BEFORE DEPRECIATION:	3,115,499	4,447,816	3,476,314	4,902,560	45,925,360	2,893,837	64,761,386
530-0-XX	Principal & Interest	0	0	23,129,449	0	0	0	23,129,449
540-0-XX	Fiscal Agent Charges	0	0	55,000	0	0	0	55,000
	TOTAL DEBT SERVICE	0	0	23,184,449	0	0	0	23,184,449
	DEPRECIATION & AMORTIZATION	0	0	0	0	7,716,202	0	7,716,202
	TOTAL OPERATING BUDGET	3,115,499	4,447,816	26,660,763	4,902,560	53,641,562	2,893,837	95,662,037
600-0-80	Facility	0	0	0	0	122,000	0	122,000
600-0-10	Revenue Vehicles	0	0	0	0	6,445,000	0	6,445,000
600-0-12	Support Vehicles	0	0	0	0	45,000	0	45,000
600-0-36	Other Fixtures & Equip.	0	0	0	0	530,000	0	530,000
	TOTAL NON-TRANSIT FIXED ASSETS	0	0	0	0	7,142,000	0	7,142,000


REGIONAL TRANSPORTATION COMMISSION

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023
- ◆ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
STREET & HIGHWAY PROJECTS								
	Preservation & Multimodal Projects	0	0	0	65,298,500	0	0	65,298,500
	Capacity Improvement Projects	0	0	0	72,355,000	0	0	72,355,000
	Capital Contribution Projects	0	0	0	7,350,000	0	0	7,350,000
	TOTAL STREET & HIGHWAY	0	0	0	145,003,500	0	0	145,003,500
	CAPITAL BUDGET BEFORE ENTERPRISE FUND CAPITAL	0	0	0	145,003,500	7,142,000	0	152,145,500
	ENTERPRISE FUND CAPITAL							
105-1-XX	Undesignated Capital Projects	0	0	0	0	440,000	0	440,000
111-1-03	4th Street Station	0	0	0	0	2,870,000	0	2,870,000
111-1-10	Coaches	0	0	0	0	8,438,711	0	8,438,711
111-1-12	Support Vehicles	0	0	0	0	410,000	0	410,000
111-1-16	Communications Equipment	0	79,500	0	0	180,000	0	259,500
111-1-18	Surveillance/Security Equipment	0	0	0	0	75,000	0	75,000
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	0	1,970,000	0	1,970,000
111-1-31	Computer Hardware	0	93,968	0	0	0	0	93,968
111-1-32	Computer Software	0	18,000	0	0	0	0	18,000
111-1-35	Office Furniture & Equipment	0	30,000	0	0	0	0	30,000
111-1-36	Other Fixtures & Equipment	0	45,000	0	0	500,000	0	545,000
111-1-38	Shop Equipment	0	0	0	0	2,095,000	0	2,095,000
111-1-82	Building Improvements - Terminal	0	0	0	0	970,000	0	970,000
111-1-83	Building Improvements - Centennial	0	0	0	0	75,000	0	75,000
111-1-84	Building Improvements - 4th St Station	0	0	0	0	175,000	0	175,000
	TOTAL ENT. FUND CAPITAL	0	266,468	0	0	18,198,711	0	18,465,179
	TOTAL CAPITAL BUDGET	0	266,468	0	145,003,500	25,340,711	0	170,610,679
	TOTAL FY 2023 BUDGET	\$3,115,499	\$4,714,284	\$26,660,763	\$149,906,060	\$78,982,273	\$2,893,837	\$266,272,716



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Regional Transportation Commission of Washoe County herewith submits the FINAL budget for these
fiscal year ending June 30, 2023

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling \$ 0

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits,
the tax rate will be increased by an amount not to exceed 0 If the final computation requires, the tax rate will be
lowered.

This budget contains 5 governmental fund types with estimated expenditures of \$ 202,193,190e and
1 proprietary funds with estimated expenses of \$ 45,614,348

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local
Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

Stephanie Haddock
(Print Name)
Director of Finance/CFO
(Title)

Only necessary for FINAL Budget
(Signature by DocuSign is acceptable)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed: [Handwritten Signature]

Dated: 5/20/2022

Phone: 775-335-1845ee

[Signature lines]

SCHEDULED PUBLIC HEARING:

(Must be held from May 16, 2022 to May 31, 2022 this year)

Date and Time: 5/20/2022 @ 9:05AM

Publication Date: 5/6/2022

Place: Washoe County Commission Chambers, 1001 E. Ninth Street, Bldg A, Reno, NV 89512

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR YEAR 06/30/21	ESTIMATED CURRENT YEAR YEAR 06/30/22	BUDGET YEAR YEAR 06/30/23
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports			
	67.5	66.5	74.0
TOTAL	67.5	66.5	74.0

POPULATION (AS OF JULY 1)	469,801	473,606	485,113
SOURCE OF POPULATION ESTIMATE*			
Assessed Valuation (Secured and Unsecured Only)	19,344,785,132	20,544,732,233	21,484,489,281
Net Proceeds of Mines	1,581,237	5,521,608	3,347,747
TOTAL ASSESSED VALUE	19,346,366,369	20,550,253,841	21,487,837,028
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE			

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

Regional Transportation Commission of Washoe County
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

SCHEDULE A - ESTIMATED REVENUES & OTHER RESOURCES - GOVERNMENTAL FUND TYPES, EXPENDABLE TRUST FUNDS & TAX SUPPORTED PROPRIETARY FUND TYPES

Budget For Fiscal Year Ending June 30, 2023

Budget Summary for Regional Transportation Commission of Washoe County
(Local Government)

Table with 9 columns: GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS (FUND NAME), BEGINNING FUND BALANCES (1), CONSOLIDATED TAX REVENUE (2), PROPERTY TAX REQUIRED (3), TAX RATE (4), OTHER REVENUE (5), OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6), OPERATING TRANSFERS IN (7), TOTAL (8). Rows include: General (Street & Highways), Regional Impact Fee, Paratransit Services, Metropolitan Planning Organization, DEBT SERVICE, Subtotal Governmental Fund Types, Expendable Trust Funds, PROPRIETARY FUNDS (multiple rows with XXXX placeholders), Subtotal Proprietary Funds, TOTAL ALL FUNDS.

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2023

Budget Summary for Regional Transportation Commission of Washoe County
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS FUND NAME	*	SALARIES AND WAGES (1)	EMPLOYEE BENEFITS (2)	SERVICES, SUPPLIES AND OTHER CHARGES ** (3)	CAPITAL OUTLAY *** (4)	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT (5)	OPERATING TRANSFERS OUT (6)	ENDING FUND BALANCES (7)	TOTAL (8)
General (Street & Highways)	-	\$ 2,712,145	\$ 1,320,068	\$ 121,094,801	\$ -	\$ -	\$ (25,194,484)	\$ 93,227,303	\$ 243,548,801
Regional Impact Fee	R	\$ 369,591	\$ 127,656	\$ 28,134,518	\$ -	\$ -	\$ -	\$ 11,674,153	\$ 40,305,918
Paratransit Services	R	\$ 951,983	\$ 411,938	\$ 12,609,732	\$ 7,142,000	\$ -	\$ -	\$ 336,936	\$ 21,452,589
Metropolitan Planning Organization	R	\$ 1,248,261	\$ 591,732	\$ 2,294,281	\$ -	\$ -	\$ -	\$ 255,806	\$ 4,390,080
Debt Services - Reg. St. & Hwy Debt	D	\$ -	\$ -	\$ 23,184,484	\$ -	\$ -	\$ -	\$ 22,907,005	\$ 46,091,489
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		\$ 5,281,980	\$ 2,451,394	\$ 187,317,816	\$ 7,142,000	\$ -	\$ (25,194,484)	\$ 128,401,203	\$ 355,788,877

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP.

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2023

Budget Summary for Regional Transportation Commission of Washoe County
(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2)**	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
Public Transit	E	\$ 4,321,614	\$ 45,614,348	\$ 54,488,304	\$ -	\$ -	\$ (240,000)	\$ 12,955,570
TOTAL		\$ 4,321,614	\$ 45,614,348	\$ 54,488,304	\$ -	\$ -	\$ (240,000)	\$ 12,955,570

* FUND TYPES: E - Enterprise
I - Internal Service
N - Nonexpendable Trust

** Include Depreciation

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
TAXES				
Co. Option Motor Vehicle Fuel	\$ 92,079,885	\$ 94,904,968	\$ 99,951,896	\$ 99,951,896
County Option Sales Tax - Regional Transp.	13,037,154	7,105,249	7,389,459	7,389,459
FEDERAL GRANTS				
Federal Highways	-	62,500	7,600,000	7,600,000
FTA Grants	7,050,245	-	-	-
Project Reimbursements	1,436,188	250,000	900,000	900,000
Subtotal	113,603,472	102,322,717	115,841,355	115,841,355
MISCELLANEOUS				
Interest	13,702	700,000	710,000	710,000
Other	72,436	50,000	50,000	50,000
Other Financing Sources - NDOT State Gas Tax	2,000,000	5,000,000	3,000,000	3,000,000
Subtotal	2,086,138	5,750,000	3,760,000	3,760,000
SUBTOTAL REVENUE ALL SOURCES	115,689,610	108,072,717	119,601,355	119,601,355
OTHER FINANCING SOURCES				
Transfers In (Schedule T)				
Proceeds of Long-term Debt	-	-	-	-
Other				
SUBTOTAL OTHER FINANCING SOURCES				
BEGINNING FUND BALANCE	94,679,025	115,099,688	123,947,446	123,947,446
Prior Period Adjustments	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	94,679,025	115,099,688	123,947,446	123,947,446
TOTAL AVAILABLE RESOURCES	\$ 210,368,635	\$ 223,172,405	\$ 243,548,801	\$ 243,548,801

Regional Transportation Commission of Washoe County
(Local Government)
SCHEDULE B - GENERAL FUND

<u>REVENUES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
TAXES				
Co. Option Motor Vehicle Fuel	\$ -	\$ -	\$ -	\$ -
Regional Road Impact Fee	9,013,269	8,000,000	14,350,000	14,350,000
FEDERAL GRANTS				
FHWA	-	-	-	-
Project Reimbursements	-	-	5,000	5,000
Subtotal	9,013,269	8,000,000	14,355,000	14,355,000
MISCELLANEOUS				
Interest	38,358	140,000	145,000	145,000
Other	-	-	1,000	1,000
Subtotal	38,358	140,000	146,000	146,000
Subtotal				
OTHER FINANCING SOURCES (specify)				
Street & Highway Transfer In	700,000	600,000	650,000	650,000
TOTAL REVENUES	9,751,627	8,740,000	15,151,000	15,151,000
BEGINNING FUND BALANCE	18,350,504	20,714,433	25,154,918	25,154,918
Residual Equity Transfers	-	-	-	-
	-	-	-	-
TOTAL BEGINNING FUND BALANCE	18,350,504	20,714,433	25,154,918	25,154,918
TOTAL AVAILABLE RESOURCES	\$ 28,102,131	\$ 29,454,433	\$ 40,305,918	\$ 40,305,918

Regional Transportation Commission of Washoe County
(Local Government)

FUND Regional Road Impact Fee

<u>EXPENDITURES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
	<u>REGIONAL ROAD IMPACT FEE FUNCTION:</u>			
Salaries and Wages	\$ 266,742	\$ 230,745	\$ 366,436	\$ 369,591
Employee Benefits	129,548	116,645	127,806	127,656
Services and Supplies	5,977,180	3,952,125	28,135,132	28,134,518
Capital Outlay	-	-	-	-
Subtotal	6,373,470	4,299,515	28,629,374	28,631,765
Subtotal				
<u>OTHER USES</u>				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Transfers Out (Schedule T)	-	-	-	-
ENDING FUND BALANCE	21,728,661	25,154,918	11,676,544	11,674,153
TOTAL COMMITMENTS & FUND BALANCE	\$ 28,102,131	\$ 29,454,433	\$ 40,305,918	\$ 40,305,918

Regional Transportation Commission of Washoe County
(Local Government)

FUND Regional Road Impact Fee

	(1)	(2)	(3) (4)	
			BUDGET YEAR ENDING 06/30/23	
REVENUES	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
County Option Sales Tax - Regional Transportation	\$ 5,000,000	\$ 500,000	\$ 3,250,000	\$ 3,250,000
Paratransit System Charges	282,008	339,529	473,200	473,200
FTA Grants	6,549,322	5,279,922	9,629,067	9,629,067
State Grants	949,215	795,915	1,521,520	1,521,520
Miscellaneous	106,228	92,961	87,000	87,000
Subtotal	12,886,773	7,008,327	14,960,787	14,960,787
MISCELLANEOUS				
Interest	(42,027)	50,000	50,000	50,000
Subtotal	(42,027)	50,000	50,000	50,000
OTHER FINANCING SOURCES:				
Sale of Capital Assets	-	5,961	5,000	5,000
Public Transit Transfer In	-	-	-	-
TOTAL REVENUES	12,844,746	7,064,289	15,015,787	15,015,787
BEGINNING FUND BALANCE	4,575,615	8,635,235	6,436,802	6,436,802
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	4,575,615	8,635,235	6,436,802	6,436,802
TOTAL RESOURCES	\$ 17,420,361	\$ 15,699,524	\$ 21,452,589	\$ 21,452,589
EXPENDITURES				
PARATRANSIT SERVICES FUNCTION:				
Salaries and Wages	\$ 621,631	\$ 749,750	\$ 943,456	\$ 951,983
Employee Benefits	301,906	379,008	412,415	411,938
Services and Supplies	7,958,224	7,628,002	12,607,762	12,609,732
Capital Outlay	(96,635)	500,000	7,142,000	7,142,000
Subtotal	8,785,126	9,256,760	21,105,634	21,115,654
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	8,635,235	6,442,764	346,955	336,936
TOTAL COMMITMENTS & FUND BALANCE	\$ 17,420,361	\$ 15,699,524	\$ 21,452,589	\$ 21,452,589

Regional Transportation Commission of Washoe County
(Local Government)

FUND Paratransit Services

	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
REVENUES				
State Dept. of Transportation	\$ -	\$ -	\$ -	\$ -
FTA Grants	-	148,000	375,000	375,000
FHWA	739,534	1,137,119	1,567,500	1,567,500
Other	-	-	-	-
Subtotal	739,534	1,285,119	1,942,500	1,942,500
MISCELLANEOUS				
Interest	475	6,000	7,000	7,000
Other	-	1,000	1,000	1,000
Subtotal	475	7,000	8,000	8,000
OTHER FINANCING SOURCES:				
Public Transit Transfer In	375,000	121,500	240,000	240,000
Street & Highway Transfer In	2,125,000	688,500	1,360,000	1,360,000
TOTAL REVENUES	3,240,009	2,102,119	3,550,500	3,550,500
BEGINNING FUND BALANCE	1,043,535	1,535,642	839,580	839,580
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	1,043,535	1,535,642	839,580	839,580
TOTAL RESOURCES	\$ 4,283,544	\$ 3,637,761	\$ 4,390,080	\$ 4,390,080
EXPENDITURES				
METROPOLITAN PLANNING FUNCTION:				
Salaries and Wages	\$ 1,182,635	\$ 1,096,681	\$ 1,285,994	\$ 1,248,261
Employee Benefits	586,013	542,147	592,414	591,732
Services and Supplies	1,124,254	1,159,352	2,293,592	2,294,281
Capital Outlay	-	-	-	-
Subtotal	2,892,902	2,798,181	4,172,000	4,134,274
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	1,390,642	839,580	218,080	255,806
TOTAL COMMITMENTS & FUND BALANCE	\$ 4,283,544	\$ 3,637,761	\$ 4,390,080	\$ 4,390,080

Regional Transportation Commission of Washoe County
(Local Government)

FUND Metropolitan Planning Organization

<u>EXPENDITURES AND RESERVES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
Type:				
Principal	\$ 7,185,000	\$ 7,540,000	\$ 7,910,000	\$ 7,910,000
Interest	15,764,784	15,403,773	15,219,449	15,219,449
Fiscal Agent Charges	25,027	45,000	55,035	55,035
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	22,974,811	22,988,773	23,184,484	23,184,484
TOTAL RESERVED (MEMO ONLY)	\$ 22,974,811	\$ 22,988,773	\$ 23,184,484	\$ 23,184,484
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)				
ENDING FUND BALANCE	22,837,006	22,877,005	22,907,005	22,907,005
TOTAL COMMITMENTS & FUND BALANCE	\$ 45,811,817	\$ 45,865,778	\$ 46,091,489	\$ 46,091,489

Regional Transportation Commission of Washoe County
(Local Government)
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
OPERATING REVENUE				
Transit System Charges	\$ 3,044,093	\$ 2,575,220	\$ 3,629,314	\$ 3,629,314
Bus Advertising	178,240	220,000	240,000	240,000
Miscellaneous	474,384	452,508	452,300	452,300
Total Operating Revenue	3,696,717	3,247,728	4,321,614	4,321,614
OPERATING EXPENSE				
Salaries and Wages	2,162,670	2,037,244	2,481,067	2,504,025
Employee Benefits	1,654,412	1,072,082	1,826,171	1,824,868
Services and Supplies	29,127,577	26,631,787	33,572,066	33,569,252
Depreciation/Amortization	7,772,300	7,500,000	7,716,202	7,716,202
Total Operating Expense	40,716,959	37,241,113	45,595,507	45,614,348
Operating Income or (Loss)	(37,020,242)	(33,993,385)	(41,273,893)	\$ (41,292,734)
NONOPERATING REVENUES				
Interest Earned	42,819	245,000	250,000	250,000
Property Taxes	-	-	-	-
Contributions from Others	-	-	-	-
FTA Grants	35,446,732	19,497,638	19,142,449	19,142,449
State Dept. of Transportation	1,065,703	1,187,500	1,378,560	1,378,560
County Option Sales Tax - Regional Transportation	21,074,309	35,026,246	33,697,295	33,697,295
Gain on Sales of Capital Assets	-	5,000	20,000	20,000
Other	-	-	-	-
Loan Proceeds	-	-	-	-
Total Nonoperating Revenues	57,629,563	55,961,384	54,488,304	54,488,304
NONOPERATING EXPENSES				
Interest Expense	-	-	-	-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	20,609,321	21,967,999	13,214,411	13,195,570
Transfers (Schedule T)				
In	-	-	-	-
Out	(375,000)	(121,500)	(240,000)	(240,000)
Net Operating Transfers	(375,000)	(121,500)	(240,000)	(240,000)
CHANGE IN NET POSITION	\$ 20,234,321	\$ 21,846,499	\$ 12,974,411	12,955,570

Regional Transportation Commission of Washoe County
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

FUND Public Transit

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/23	
	ACTUAL PRIOR YEAR ENDING 6/30/2021	ESTIMATED CURRENT YEAR ENDING 6/30/2022	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash from customers	\$ 3,330,243	\$ 3,247,728	\$ 4,321,614	\$ 4,321,614
Cash received from other funds	300,324	-	-	-
Cash for goods/services	(29,843,623)	(26,631,787)	(33,572,066)	(33,569,252)
Cash compensation & employee benefits	(1,539,504)	(3,109,326)	(4,307,239)	(4,328,893)
a. Net cash provided by (or used for) operating activities	(27,752,560)	(26,493,385)	(33,557,691)	(33,576,531)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Operating Grants	17,754,291	11,851,119	4,178,560	4,178,560
Transfers from other funds	-	-	-	-
Operating Transfers Net	(375,000)	(121,500)	(240,000)	(240,000)
Public Transportation Tax	19,623,390	35,026,246	33,697,295	33,697,295
b. Net cash provided by (or used for) noncapital financing activities	37,002,681	46,755,865	37,635,855	37,635,855
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition capital	(21,804,590)	(10,637,660)	(18,465,179)	(18,465,179)
Contributed capital	17,007,999	8,834,019	16,342,449	16,342,449
Proceeds from sale of capital assets	3,401,704	5,000	20,000	20,000
Interest paid on short-term financing loan	-	-	-	-
Principal paid on short-term financing loan	-	-	-	-
c. Net cash provided by (or used for) capital and related financing activities	(1,394,887)	(1,798,641)	(2,102,730)	(2,102,730)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Investment Income	30,241	245,000	250,000	250,000
d. Net cash provided by (or used in) investing activities	30,241	245,000	250,000	250,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	7,885,475	18,708,839	2,225,434	2,206,594
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	21,118,113	29,003,588	47,712,427	\$ 47,712,427
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	\$ 29,003,588	\$ 47,712,427	\$ 49,937,861	\$ 49,919,021

Regional Transportation Commission of Washoe County
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND Public Transit

ALL EXISTING OR PROPOSED
GENERAL OBLIGATION BONDS, REVENUE BONDS,
MEDIUM-TERM FINANCING, CAPITAL LEASES AND
SPECIAL ASSESSMENT BONDS

* - Type
1 - General Obligation Bonds
2 - G.O. Revenue Supported Bonds
3 - G.O. Special Assessment Bonds
4 - Revenue Bonds
5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase
7 - Capital Leases
8 - Special Assessment Bonds
9 - Mortgages
10 - Other (Specify Type)
11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		(10)	(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	TYPE *	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2022	REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/23		PRINCIPAL PAYABLE	(9)+(10) TOTAL
								INTEREST PAYABLE			
REGIONAL STREETS & HIGHWAYS Bonds - Series 2010EF	4	30	\$ 64,160,000	12/16/2010	2/1/2040	7.97%	\$64,160,000	\$3,507,849		-	\$3,507,849
SALES TAX Bonds - Series 2010H	4	30	\$ 20,000,000	12/16/2010	2/1/2040	7.45%	\$20,000,000	\$1,065,200		-	\$1,065,200
REGIONAL STREETS & HIGHWAYS Bonds - Series 2018	4	25	\$ 183,235,000	12/20/2018	2/1/2043	4-5.2%	\$167,925,000	\$8,126,700		\$5,955,000	\$14,081,700
REGIONAL STREETS & HIGHWAYS Bonds - Series 2019	4	20	\$ 56,235,000	12/19/2019	2/1/2040	5.00%	\$52,590,000	\$2,519,700		\$1,955,000	\$4,474,700
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
							\$	\$	\$	\$	\$
TOTAL ALL DEBT SERVICE			\$ 323,630,000				\$ 304,675,000	\$ 15,219,449	\$ 7,910,000	\$	\$ 23,129,449

SCHEDULE C-1 - INDEBTEDNESS

Regional Transportation Commission of Budget Fiscal Year 23
(Local Government)

Transfer Schedule for Fiscal Year 2022-2023

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND				MPO Fund	11	1,360,000
				Regional Road Impact Fee	8	650,000
				Debt Service Fund	12	23,184,484
SUBTOTAL						
SPECIAL REVENUE FUNDS						
Paratransit Services Fund	Public Transit	14	-			
MPO Fund	Public Transit	14	240,000			
MPO Fund	General (Street&Highway)	7	1,360,000			
Regional Road Impact Fee	General (Street&Highway)	7	650,000			
SUBTOTAL			\$ 2,250,000			\$ 25,194,484

Regional Transportation Commission of Washoe County
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2022-2023

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
CAPITAL PROJECTS FUND						
SUBTOTAL						
EXPENDABLE TRUST FUNDS						
SUBTOTAL						
DEBT SERVICE	General (Street & Highway)	7	23,184,484			
SUBTOTAL			23,184,484			

Regional Transportation Commission of Washoe County
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2022-2023

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS Public Transit				Paratransit Services	10	-
				MPO	11	240,000
SUBTOTAL						
INTERNAL SERVICE						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						240,000
TOTAL TRANSFERS			\$ 25,434,484			25,434,484

Regional Transportation Commission of Washoe County
(Local Government)

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2022-2023

Local Government: Regional Transportation Commission of Washoe County

Contact: Stephanie Haddock

E-mail Address: shaddock@rtcwashoe.com

Daytime Telephone: 775-335-1845

Total Number of Existing Contracts: 53

Line	Vendor	Effective Date of Contract	Termination Date of Contract	22-23	23-24	Reason or need for contract:
				Proposed Expenditure 2023-23	Proposed Expenditure 2023-2024	
1	Allied Universal Security Services	7/1/2021	6/30/2026	974,860	1,017,919	Security services to RTC facilities
2	Atkins North America	4/17/2020	1/1/2024	2,259,822	1,129,911	Professional services for Sparks Blvd Widening
3	Atkins North America	12/23/2019	12/31/2023	1,230,087	123,009	Professional services for Sky Vista Rehab and Widening
4	Board of Regents - UNR	10/1/2021	9/30/2023	50,900	12,725	5310 Program
5	Board of Regents - UNR	7/1/2022	6/30/2023	49,775	-	Post-construction traffic study for Virginia Brt.
6	Board of Regents - UNR	9/1/2021	12/31/2022	87,774	-	Digital Twin Paradigm research fees
7	Board of Regents - UNR	1/22/2021	12/31/2022	37,500	-	2021-2022 Transportation Research
8	C.A. Group	7/1/2021	12/31/2023	139,947	69,974	Professional service for McCarran Blvd Corridor study
9	C.A. Group	12/20/2021	6/30/2023	64,767	32,383	Verdi Area Multimodal Transportation Study
10	C.A. Group	9/20/2021	12/31/2022	87,893	-	Professional service for Reno Consolidated 23-01
11	C.A. Group	6/21/2021	12/31/2022	373,097	-	Professional service for TE Spot 11 pkg 3
12	City of Fernley	6/18/2021	6/30/2023	32,000	32,000	Travel Demand Model relates to City of Fernley Transp. Master Plan
13	Eastern Sierra Engineering	10/18/2021	6/30/2024	205,014	205,014	Professional service for 4th street reconstruction
14	Eastern Sierra Engineering	10/18/2021	6/30/2024	140,974	140,974	Professional service for California Ave
15	Eastern Sierra Engineering	11/23/2020	6/30/2023	302,982	-	Reno Consolidated 22-01 project
16	Granite Construction	3/3/2022	6/30/2023	3,044,294	-	Reno Consolidated 20-01 construction
17	Granite Construction	6/21/2021	12/31/2024	22,050,050	22,050,050	Oddie Wells construction
18	Headway Transportation LLC.	6/30/2020	6/30/2025	587,490	587,490	Professional service for Center Street Cycle Track
19	Headway Transportation LLC.	5/24/2021	12/31/2023	110,069	55,034	Professional service for TE Spot 11
20	Holland and Hart LLP.	1/1/2022	12/31/2022	24,750	-	Professional legal service
21	Jacobs Engineering Group	2/18/2022	12/31/2025	513,113	513,113	Professional service for Mill St. Widening
22	Jacobs Engineering Group	12/20/2021	12/31/2026	643,516	643,516	Professional services for Arlington Bridges NEPA & design
23	Jacobs Engineering Group	8/21/2020	12/23/2023	228,936	114,468	Professional services for post construction Wetland Maint. SE Connector phase 2
24	Kaempfer Crowell, LTD	12/1/2021	11/30/2022	32,500	-	Specialized lobbying services
25	Keolis Transit Services, LLC	7/1/2019	6/30/2023	23,950,996	23,950,996	Operation and maintenance of fixed route transit services
26	Kimley-Horn and Associates	8/21/2021	6/30/2024	174,116	-	Professional services for Peppermill BRT project
27	Lumos & Associates, Inc.	10/18/2021	12/31/2022	200,070	-	Professional services for 2022 annual preventive maintenance
28	Lumos & Associates, Inc.	10/18/2021	12/31/2022	53,455	-	Professional services for 2022 Corrective Maintenance project
29	Lumos & Associates, Inc.	11/20/2020	12/31/2022	151,160	-	Professional services for Kings row rehabilitation - Phase 2
30	MTM Transit LLC	7/1/2017	6/30/2024	9,594,815	9,594,815	Operation and maintenance of paratransit services
31	Nichols Consulting Engineers	5/24/2021	12/31/2024	1,083,233	1,083,233	Construction management services
32	Nichols Consulting Engineers	9/17/2021	12/31/2023	214,858	107,429	Professional service for the Arrowcreek rehab projects
33	Nichols Consulting Engineers	10/24/2019	12/31/2022	49,879	-	Pavement condition service
34	Nichols Consulting Engineers	10/1/2019	12/31/2022	152,305	-	Professional services for Reno consolidated 20-01
35	Nichols Consulting Engineers	10/24/2019	12/31/2022	135,571	-	Professional services for 2020-2022 PCI data collection
36	Nichols Consulting Engineers	3/20/2020	12/31/2022	107,703	-	Professional services for Sun Valley Blvd
37	Nichols Consulting Engineers	12/18/2020	10/31/2022	71,332	-	Professional services for Peckham Lane
38	Precision Document Imaging	2/12/2022	5/31/2025	61,749	66,895	3-year contract renewal for Hyland Onbase Enterprise software
39	Q&D Construction	6/17/2021	6/30/2023	17,600,000	-	Lemmon Drive Segment 1 construction
40	Quality Traffic Data, LLC.	9/1/2021	12/31/2022	37,384	-	Annual Traffic Count Program
41	Qual-Econ, USA Inc	5/1/2021	5/1/2024	506,485	526,745	Janitorial and Porter Services
42	Sierra NV Construction	2/15/2022	12/31/2022	2,013,007	-	Bus Stop Improvement & Connectivity Program
43	Sierra NV Construction	2/17/2022	12/31/2022	3,210,007	-	Kings Row Rehab construction
44	Spanish Springs Construction	12/15/2021	12/31/2022	4,291,444	-	Mill Street Complete St construction
45	Titan Electrical Contract	3/20/2020	12/31/2024	228,271	228,271	Professional services for Oddie/Wells Corridor project
46		12/15/2021	12/31/2022	339,175	-	New traffic signal installation
47	Town & Country Landscaping	1/1/2021	12/31/2022	14,193	-	Landscaping service for RTC properties
48	Trane US, Inc.	10/1/2019	6/30/2022	57,116	-	HVAC Preventive and Emergency Maintenance
49	Westwood Professional Services	10/28/2021	12/31/2022	138,492	-	Professional services for traffic signal modification 22-01
50	Woodburn and Wedge	7/1/2018	6/30/2023	100,000	-	Legal Services
51	Wood Rodgers	2/21/2022	12/31/2025	346,940	346,940	Professional services for 4th St Station Expansion
52	Wood Rodgers	10/28/2021	12/31/2023	242,968	121,484	Professional service for Holcomb ave rehab.
53	Zev E Kaplan LTD	7/1/2020	6/30/2023	87,443	87,443	Legal Services
	Total Proposed Expenditures			97,511,414	61,823,912	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2022-2023

Local Government: Regional Transportation Commission of Washoe County

Contact: Stephanie Haddock

E-mail Address: shaddock@rtcwashoe.com

Daytime Telephone: 775-335-1845

Total Number of Privatization Contracts: 2

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure F23 2023-23	Proposed Expenditure 2023-2024	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	Reno Carson Messenger	7/1/2021	6/30/2024	1 year	\$ 14,900	\$ 14,900	23	1	\$ 24.52	Courier service for Terminal & Villanova
2	Trifox, LLC	1/1/2022	12/31/2022	1 year	\$ 54,869	\$ 57,612	31	1	\$ 41.36	Davis Bacon and Prevailing Wage compliance
3										
4										
5										
6										
7										
8	Total									

Attach additional sheets if necessary.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 5.2

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

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP).

BACKGROUND AND DISCUSSION

Amendment No. 2 is required to add several new projects to the RTIP, as well as to incorporate scheduling and other minor funding updates to some existing projects already included in the RTIP. New projects include those which recently received funding through Federal Highway Administration's Transportation Alternatives (TA) program. Additional new projects include the design for multimodal improvements on N. Virginia Street from McCarran Boulevard to US 395; the design for improvements to the intersection of Pyramid Way and Sparks Boulevard; preliminary design and environmental analysis for a project to replace the Sierra Street bridge; and the purchase of two hydrogen fuel cell electric buses and construction of associated infrastructure. Existing RTC project changes include the addition of funding sources and amount for the trip reduction program and the Ed-Pass program, and a change to the amount of funding for implementation of the Virginia Street at Peppermill northbound bus rapid transit station. Lastly, the amendment includes a request for project updates from the Nevada Department of Transportation (NDOT).

An air quality analysis for the proposed amendment was not required as the added and amended projects are exempt from transportation conformity requirements. The table below identifies all of the proposed changes to the projects subject to the amendment and the complete project listing is attached (Attachment C).

TIP ID	TITLE	CHANGE REASON
WA20220005	Urban Road and Plumas Street Sidewalk	Transportation Alternatives award
WA20220006	School Zone Flasher Project at Van Gorder Elementary	Transportation Alternatives award
WA20220003	Regional Trail Connectivity Project: Wingfield Hills Road	Transportation Alternatives award
WA20220004	WCSD Safe Routes To School	Transportation Alternatives award
WA20220007	WCSD Safe Routes To School	Transportation Alternatives award
XS20220010	North Virginia Street Multimodal Project- Design	New project
WA20220011	Pyramid Hwy/Sparks Blvd Intersection Improvements- Design	New project
XS20220005	Sierra St Bridge Replacement - Package 1 (NEPA)	New project
WA20190028	Virginia Street @ Peppermill Northbound BRT Station	Cost update
WA20200023	FlexRIDE Service	Cost update
WA20190002	U-Pass (Ed-Pass) Start-up Program	Cost update
WA2012101	Trip Reduction Program	Change in funding category and cost update
WA20190044	Keystone Avenue Improvements - Package 1 (NEPA)	Change in funding category
WA20220009	Washoe Fuel Cell Electric Bus and Infrastructure Development	Grant awarded
WA20170122	Arlington Avenue Bridges Replacement	Grant awarded and cost updated
WA20170132	Silver Lake Drive Railroad Crossing	Updated scope, cost, project category and contact info
WA20180052	I-80/Keystone Package 2A	Updated scope, cost, schedule and category
WA20220001	SR 659, N. McCarran Intersection Improvements	Updated scope, project category and PM info

As the Metropolitan Planning Organization (MPO) for the region, the RTC must periodically adopt a Self-Certification statement. This statement certifies that the RTC is carrying out the metropolitan planning process in accordance with all applicable requirements.

A public comment period preceded this public hearing (April 29-May 19). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state and local revenue sources.

PREVIOUS BOARD ACTION

March 19, 2021 Approved the FFY 2021-2025 RTIP

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee and the Technical Advisory Committee met on May 4th and 5th, 2022, respectively, and both committees recommended approval of the amendment.

ATTACHMENT(S)

- A. Resolution
- B. Amendment No. 2 project listing

RESOLUTION 22-01

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 2 TO THE FEDERAL FISCAL YEARS (FFY) 2021-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2021-2025 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 2 to the FFY 2021-2025 RTIP in conformance with the 2050 Regional Transportation Plan (RTP); and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2021-2025 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2021-2025 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on May 20, 2022.

Neoma Jardin, Chair
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2022, by _____, Chair of the Regional Transportation Commission.

Notary Public

Amendment 21-07 RTC Washoe
Transportation Improvement Program Fiscal Year 2021 - 2025

20 Projects Listed

WA20220005 (Ver 1) 21-07 **FEDERAL**

Name: Urban Road and Plumas Street Sidewalk
Scope: Install sidewalk, curb and gutter on the south side of Urban Road from Arlington Avenue to Plumas Street and the west side of Plumas Street from Urban Road to Mountain View Drive. This will improve safety, encourage non-motorized travel, improve access to transit, and reduce emissions and energy use by encouraging non-motorized travel.

Project Type: Road Improvement **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From Arlington to Plumas of Distance (mile) 0.25

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fund	\$3,840	\$0	\$26,160	\$0	\$30,000
2022	TAP WA STBG	\$72,960	\$0	\$497,040	\$0	\$570,000
2021-2025 TOTAL		\$76,800	\$0	\$523,200	\$0	\$600,000
ALL YEARS TOTAL		\$76,800	\$0	\$523,200	\$0	\$600,000

MPO **RTC Washoe**

Lead Agency **City of Reno**

WA20220003 (Ver 1) 21-07 **FEDERAL**

Name: Regional Trail Connectivity Project: Wingfield Hills Road
Scope: This project will provide pedestrian connectivity to two existing portions of the Regional Trail that borders the scenic North Truckee Drain. This new pedestrian crossing is proposed on Wingfield Hills Road, a busy arterial. The nearest existing crosswalk on Wingfield Hills Road to the north is more than 1300' away, and the nearest existing crosswalk to the south is more than 900' away. This project will provide ADA accessibility to the existing Regional Trail and provides connectivity to neighborhoods within the community.

Project Type: Active Transportation (Bi) **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From to of Distance (mile)

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fund	\$0	\$0	\$3,993	\$0	\$3,993
2022	TAP WA STBG	\$0	\$0	\$75,857	\$0	\$75,857
2021-2025 TOTAL		\$0	\$0	\$79,850	\$0	\$79,850
ALL YEARS TOTAL		\$0	\$0	\$79,850	\$0	\$79,850

MPO **RTC Washoe**

Lead Agency **City of Sparks**

WA20220006 (Ver 1) 21-07 **FEDERAL**

Name: School Zone Flasher Project at Van Gorder Elementary

Scope: The project includes replacing three static signs with three school zone flashers, updating existing worn school signage in the area, and updating any striping associated with the school zone. The objective for this project resulted from a City of Sparks Traffic Calming Study performed in the area.

Project Type: Safety **AQ:** Exempt, Other - Directional and informational signs. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** Nearest Crossstreet: Van Gorder Elementary School

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fund	\$0	\$0	\$4,125	\$0	\$4,125
2022	TAP WA STBG	\$0	\$0	\$78,375	\$0	\$78,375
2021-2025 TOTAL		\$0	\$0	\$82,500	\$0	\$82,500
ALL YEARS TOTAL		\$0	\$0	\$82,500	\$0	\$82,500

MPO **RTC Washoe**

Lead Agency **City of Sparks**

WA20220001 (Ver 1) 21-07 **STATE**

Name: SR 659, N. McCarran Intersection Improvements

Scope: INTERSECTION AND SAFETY IMPROVEMENTS

Project Type: Interchange/Intersection **AQ:** Exempt, Safety - Safety Improvement Program. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From WA MP 7.60 to WA MP 9.95 of Distance (mile) 2.35 Milepost begins at 7.6 ends at 9.95

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	State Gas Tax	\$0	\$5,000	\$2,450,000	\$0	\$2,455,000
2021-2025 TOTAL		\$0	\$5,000	\$2,450,000	\$0	\$2,455,000
ALL YEARS TOTAL		\$0	\$5,000	\$2,450,000	\$0	\$2,455,000

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20180052 (Ver 7) 21-07							FEDERAL
Name: I-80/Keystone Package 2A							
Scope: BARRIER RAIL UPGRADE, CULVERT LINING AND REPLACEMENT, HARDWARE UPGRADE FOR ITS DEVICES, AESTHETIC AND FENCING IMPROVEMENTS							
Project Type: Preservation			AQ: Exempt, Safety - Fencing.			TCM: No	NDOT: District 2
County: Washoe		Limits: From WA MP 0 to WA MP 10.68 of Distance (mile) 10.68 Milepost begins at 0 ends at 10.68					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	NHPP	\$0	\$0	\$16,910,000	\$0	\$16,910,000	
2022	State Gas Tax	\$0	\$60,000	\$0	\$0	\$60,000	
2022	State Match - Nv	\$0	\$0	\$890,000	\$0	\$890,000	
<2021	Prior	\$205,000	\$0	\$0	\$0	\$205,000	
2021-2025 TOTAL		\$0	\$60,000	\$17,800,000	\$0	\$17,860,000	
ALL YEARS TOTAL		\$205,000	\$60,000	\$17,800,000	\$0	\$18,065,000	
MPO RTC Washoe				Lead Agency Nevada DOT			

WA20170132 (Ver 7) 21-07							FEDERAL
Name: Silver Lake Drive Railroad Crossing							
Scope: INSTALL CROSSING SIGNAL AND CROSSING SURFACE IMPROVEMENTS INCLUDING VEHICLE ASSEMBLY GATES, ADDITION OF PEDESTRIAN GATES, RAILROAD CABINET REPLACEMENT, RAILROAD TRAFFIC PREEMPTION AND OTHER IMPROVEMENTS.							
Project Type: Railroad			AQ: Exempt, Safety - Railroad/hwy crossing warning devices.			TCM: No	NDOT: District 2
County: Washoe		Limits: Nearest Crossstreet: Silver Lake Drive					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2023	Local Fund	\$0	\$0	\$259,000	\$0	\$259,000	
2023	RAIL	\$0	\$0	\$1,240,500	\$0	\$1,240,500	
2023	State Match - Nv	\$0	\$0	\$500	\$0	\$500	
<2021	Prior	\$17,000	\$0	\$0	\$0	\$17,000	
2021-2025 TOTAL		\$0	\$0	\$1,500,000	\$0	\$1,500,000	
ALL YEARS TOTAL		\$17,000	\$0	\$1,500,000	\$0	\$1,517,000	
MPO RTC Washoe				Lead Agency Nevada DOT			

WA20170126 (Ver 7) 21-07 **FEDERAL**

Name: Vassar Street Multimodal Improvements
Scope: Bicycle and sidewalk improvements.

Project Type: Active Transportation (Bi) **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** Yes **NDOT:** District 2

County: Washoe **Limits:** From Kietzke Lane to Terminal Way of Distance (mile) .45

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	CMAQ - Washoe County	\$641,250	\$0	\$0	\$0	\$641,250
2023	Local Fuel Tax - RTCWA	\$33,750	\$0	\$0	\$0	\$33,750
2024	CMAQ - Washoe County	\$0	\$0	\$3,633,750	\$0	\$3,633,750
2024	Local Fuel Tax - RTCWA	\$0	\$0	\$191,250	\$0	\$191,250
2021-2025 TOTAL		\$675,000	\$0	\$3,825,000	\$0	\$4,500,000
ALL YEARS TOTAL		\$675,000	\$0	\$3,825,000	\$0	\$4,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

XS20220010 (Ver 1) 21-07 **FEDERAL**

Name: North Virginia Street Multimodal Project- Design
Scope: Multimodal improvements on N. Virginia Street from McCarran Boulevard to US 395. The design portion of the project.

Project Type: Active Transportation (Bi) **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From McCarran to US 395 of Distance (mile) 2.43 Milepost begins at 27.57 ends at 30

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2024	Local Fuel Tax - RTCWA	\$75,000	\$0	\$0	\$0	\$75,000
2024	STBG WA	\$1,425,000	\$0	\$0	\$0	\$1,425,000
2021-2025 TOTAL		\$1,500,000	\$0	\$0	\$0	\$1,500,000
ALL YEARS TOTAL		\$1,500,000	\$0	\$0	\$0	\$1,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170122 (Ver 8) 21-07 **FEDERAL**

Name: Arlington Avenue Bridges Replacement

Scope: Replace the Arlington Avenue Bridges at the Truckee River

Project Type: Bridge/Structures

AQ: Exempt, Safety - Non capacity widening or bridge reconstruction.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Bridge #: B1531, B1532

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	HIGHWAY INFRA COVID WA	\$3,300,944	\$0	\$0	\$0	\$3,300,944
2023	Local Fuel Tax - RTCWA	\$0	\$300,000	\$0	\$0	\$300,000
2024	Local Fuel Tax - RTCWA	\$0	\$0	\$9,800,000	\$0	\$9,800,000
2024	Not Specified	\$0	\$0	\$2,000,000	\$0	\$2,000,000
2024	RAISE Grant	\$0	\$0	\$7,000,000	\$0	\$7,000,000
2024	STBG WA	\$0	\$0	\$5,900,000	\$0	\$5,900,000
2021-2025 TOTAL		\$3,300,944	\$300,000	\$24,700,000	\$0	\$28,300,944
ALL YEARS TOTAL		\$3,300,944	\$300,000	\$24,700,000	\$0	\$28,300,944

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190044 (Ver 4) 21-07 **FEDERAL**

Name: Keystone Avenue Improvements - Package 1 (NEPA)

Scope: Multimodal improvements and Truckee River bridge replacement.

Project Type: Bridge/Structures

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No **NDOT:** District 2

County: Washoe

Limits: From I-80 to California Avenue of Distance (mile) 1

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2024	Local Fund	\$500,000	\$0	\$0	\$0	\$500,000
2024	STBG WA	\$4,500,000	\$0	\$0	\$0	\$4,500,000
2021-2025 TOTAL		\$5,000,000	\$0	\$0	\$0	\$5,000,000
ALL YEARS TOTAL		\$5,000,000	\$0	\$0	\$0	\$5,000,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

XS20220005 (Ver 1) 21-07 **FEDERAL**

Name: Sierra St Bridge Replacement - Package 1 (NEPA)

Scope: Replace the Sierra St Bridge. NEPA for the project.

Project Type: Bridge/Structures

AQ: Exempt, Other - Engineering studies.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Bridge #: 1

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fuel Tax - RTCWA	\$175,000	\$0	\$0	\$0	\$175,000
2022	STBG WA	\$3,325,000	\$0	\$0	\$0	\$3,325,000
2021-2025 TOTAL		\$3,500,000	\$0	\$0	\$0	\$3,500,000
ALL YEARS TOTAL		\$3,500,000	\$0	\$0	\$0	\$3,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20210011 (Ver 2) 21-07 **LOCAL**

Name: Steamboat Pkwy and Damonte Ranch Pkwy Widening

Scope: Widen Steamboat Pkwy and Damonte Ranch Pkwy at various roadway sections from Veterans Pkwy to Promenade Way.

Project Type: Capacity

AQ: Non-Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Veterans Pkwy to Damonte Ranch Pkwy of Distance (mile) .45

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	RRIF (Regional Road Impact Fees) - RTCWA	\$400,000	\$0	\$0	\$0	\$400,000
2023	RRIF (Regional Road Impact Fees) - RTCWA	\$0	\$0	\$6,500,000	\$0	\$6,500,000
2021-2025 TOTAL		\$400,000	\$0	\$6,500,000	\$0	\$6,900,000
ALL YEARS TOTAL		\$400,000	\$0	\$6,500,000	\$0	\$6,900,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20220011 (Ver 1) 21-07

FEDERAL

Name: Pyramid Hwy/Sparks Blvd Intersection Improvements- Design

Scope: Improvements to the Pyramid Way and Sparks Blvd intersection. This is for design only.

Project Type: Interchange/Intersection

AQ: Exempt, All Projects - Interchange reconfiguration projects.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Primary Crossstreet: Pyramid Way, Secondary Crossstreet: Sparks Blvd

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	Local Fuel Tax - RTCWA	\$500,000	\$0	\$0	\$0	\$500,000
2023	STBG WA	\$4,500,000	\$0	\$0	\$0	\$4,500,000
2021-2025 TOTAL		\$5,000,000	\$0	\$0	\$0	\$5,000,000
ALL YEARS TOTAL		\$5,000,000	\$0	\$0	\$0	\$5,000,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA2012101 (Ver 13) 21-07

FEDERAL

Name: Trip Reduction Program

Scope: Administrative Activities and Vanpool Program

Project Type: TDM

AQ: Exempt, Air Quality - Ride-sharing and van-pooling program.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	CMAQ - Washoe County	\$0	\$0	\$0	\$190,000	\$190,000
2021	Local Fund	\$0	\$0	\$0	\$60,526	\$60,526
2021	STBG WA	\$0	\$0	\$0	\$960,000	\$960,000
2022	CMAQ - Washoe County	\$0	\$0	\$0	\$190,000	\$190,000
2022	Local Fund	\$0	\$0	\$0	\$65,790	\$65,790
2022	STBG WA	\$0	\$0	\$0	\$1,060,000	\$1,060,000
2023	CMAQ - Washoe County	\$0	\$0	\$0	\$2,280,000	\$2,280,000
2023	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$120,000	\$120,000
2024	CMAQ - Washoe County	\$0	\$0	\$0	\$2,280,000	\$2,280,000
2024	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$120,000	\$120,000
2025	CMAQ - Washoe County	\$0	\$0	\$0	\$2,280,000	\$2,280,000
2025	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$120,000	\$120,000
<2021	Prior	\$0	\$0	\$0	\$4,700,000	\$4,700,000
2021-2025 TOTAL		\$0	\$0	\$0	\$9,726,316	\$9,726,316
ALL YEARS TOTAL		\$0	\$0	\$0	\$14,426,316	\$14,426,316

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190028 (Ver 5) 21-07 **FEDERAL**

Name: Virginia Street @ Peppermill Northbound BRT Station
Scope: Construct northbound RTC RIDE (Virginia Line) full Bus Rapid Transit (BRT) station across from the Peppermill Resort & Casino and extend BRT travel lane. Includes off-street bicycle and pedestrian connectivity to station.

Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** Nearest Crossstreet: Virginia Street

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	FTA 5307 Lrg Urb Capital	\$0	\$1,280,000	\$0	\$0	\$1,280,000
2021	Local Sales Tax - RTCWA	\$0	\$320,000	\$0	\$0	\$320,000
2022	FTA 5307 Lrg Urb Capital	\$160,000	\$0	\$1,156,800	\$0	\$1,316,800
2022	Local Sales Tax - RTCWA	\$40,000	\$0	\$289,200	\$0	\$329,200
2021-2025 TOTAL		\$200,000	\$1,600,000	\$1,446,000	\$0	\$3,246,000
ALL YEARS TOTAL		\$200,000	\$1,600,000	\$1,446,000	\$0	\$3,246,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20220009 (Ver 1) 21-07 **FEDERAL**

Name: Washoe Fuel Cell Electric Bus and Infrastructure Development
Scope: RTC Washoe Fuel Cell Electric Bus and Infrastructure Development Project will purchase two Buy America compliant New Flyer Xcelsior CHARGE H2 hydrogen fuel cell (HFC)-electric buses and fund the construction of hydrogen fueling infrastructure.

Project Type: Transit - Capital & Rehat **AQ:** Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles or **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	FTA 5339 Bus/Fac Lrg Urb Capital	\$0	\$0	\$0	\$6,493,000	\$6,493,000
2022	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$857,000	\$857,000
2021-2025 TOTAL		\$0	\$0	\$0	\$7,350,000	\$7,350,000
ALL YEARS TOTAL		\$0	\$0	\$0	\$7,350,000	\$7,350,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20200023 (Ver 4) 21-07

FEDERAL

Name: FlexRIDE Service

Scope: New FlexRIDE (microtransit) service in the South Meadows, Spanish Springs and the Verdi/Somerset areas.

Project Type: Transit - Operating

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Various Locations

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	CMAQ Transfer to FTA	\$0	\$0	\$0	\$1,000,000	\$1,000,000
2021	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$52,632	\$52,632
2022	CMAQ - Washoe County	\$0	\$0	\$0	\$1,000,000	\$1,000,000
2022	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$52,632	\$52,632
2023	CMAQ - Washoe County	\$0	\$0	\$0	\$2,090,000	\$2,090,000
2023	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$110,000	\$110,000
2021-2025 TOTAL		\$0	\$0	\$0	\$4,305,264	\$4,305,264
ALL YEARS TOTAL		\$0	\$0	\$0	\$4,305,264	\$4,305,264

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190002 (Ver 6) 21-07

FEDERAL

Name: U-Pass (Ed-Pass) Start-up Program

Scope: Seed money to establish a Universal Access Transit Pass (U-Pass) program with the University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC) to provide unlimited access to RTC RIDE transit routes.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	CMAQ - Washoe County	\$0	\$0	\$0	\$40,000	\$40,000
2021	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$2,106	\$2,106
2022	CMAQ - Washoe County	\$0	\$0	\$0	\$160,000	\$160,000
2022	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$8,421	\$8,421
2023	CMAQ - Washoe County	\$0	\$0	\$0	\$190,000	\$190,000
2023	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$10,000	\$10,000
2024	CMAQ - Washoe County	\$0	\$0	\$0	\$190,000	\$190,000
2024	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$10,000	\$10,000
2025	CMAQ - Washoe County	\$0	\$0	\$0	\$190,000	\$190,000
2025	Local Sales Tax - RTCWA	\$0	\$0	\$0	\$10,000	\$10,000
<2021	Prior	\$0	\$0	\$0	\$0	\$0
2021-2025 TOTAL		\$0	\$0	\$0	\$810,527	\$810,527
ALL YEARS TOTAL		\$0	\$0	\$0	\$810,527	\$810,527

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20220004 (Ver 1) 21-07 **FEDERAL**

Name: WCSD Safe Routes To School
Scope: SRTS will purchase solar powered radar signs and rapid flash beacons that will act as traffic calming devices.

Project Type: Safety **AQ:** Exempt, Safety - Safety Improvement Program. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fund	\$0	\$0	\$0	\$4,100	\$4,100
2022	TAP WA STBG	\$0	\$0	\$0	\$77,900	\$77,900
2021-2025 TOTAL		\$0	\$0	\$0	\$82,000	\$82,000
ALL YEARS TOTAL		\$0	\$0	\$0	\$82,000	\$82,000

MPO **RTC Washoe**

Lead Agency **Washoe County School District**

WA20220007 (Ver 1) 21-07 **FEDERAL**

Name: WCSD Safe Routes To School
Scope: School Police/SRTS will purchase school safety equipment including safety vests and "Yeild to Pedestrian" signs (Ped in a Bag) that will be placed in school crosswalks so that drivers may be aware of students walking and biking near school grounds, making the school a safer environment. These materials will supplement the WCSD SRTS Program's goals/objectives.

Project Type: Safety **AQ:** Exempt, Safety - Safety Improvement Program. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** Various Locations

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fund	\$0	\$0	\$0	\$300	\$300
2022	TAP WA STBG	\$0	\$0	\$0	\$5,700	\$5,700
2021-2025 TOTAL		\$0	\$0	\$0	\$6,000	\$6,000
ALL YEARS TOTAL		\$0	\$0	\$0	\$6,000	\$6,000

MPO **RTC Washoe**

Lead Agency **Washoe County School District**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 5.3

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

RECOMMENDED ACTION

Conduct a public hearing on the update to the Public Participation Plan; approve the update to the Public Participation Plan.

BACKGROUND AND DISCUSSION

The RTC's existing Public Participation Plan (PPP) was approved on November 17, 2017, by the RTC Board of Commissioners. The PPP outlines RTC's strategy to involve the community in the transportation planning process. The updated plan conforms to the Infrastructure Investment and Jobs Act (IIJA). The IIJA seeks to ensure that the general public is afforded the opportunity to be an integral component of the transportation planning efforts that will shape their communities in the future. It also encourages states and metropolitan planning organizations (MPOs) to use social media and other web-based tools to encourage public participation and solicit public feedback. As a matter of good practice, the PPP should be revisited and evaluated periodically.

The proposed update was made available on the RTC's website for a 45-day public comment/review period that began on April 5, 2022, and ended on May 19, 2022. No comments have been received as of the drafting of this staff report.

FISCAL IMPACT

There is no fiscal impact with this Board action

PREVIOUS BOARD ACTION

November 17, 2017 Approved the existing Public Participation Plan

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee and the Technical Advisory Committee met on April 6th and 7th, 2022, respectively, and both committees received a presentation on the draft Public Participation Plan and recommended approval.

ATTACHMENT(S)

- A. Draft Public Participation Plan

DRAFT
May 5, 2022



2022

PUBLIC PARTICIPATION PLAN



The Public Participation Plan articulates the RTC's commitment to an open and transparent interface with the public and relevant agencies to support the regional transportation planning process.

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1.0 EXECUTIVE SUMMARY

The Public Participation Plan (PPP) is a guide for the Regional Transportation Commission of Washoe County (RTC) public participation activities. The PPP articulates the RTC’s commitment to an open and transparent interface with the public and relevant agencies to support the regional transportation planning process.

The preparation of the PPP is a regulatory requirement of the federal transportation legislation — the Infrastructure Investment and Jobs Act (IIJA). The IIJA seeks to ensure that

will shape their communities in the future.

The goal is to provide the highest-quality participation for transportation decision-making by identifying and involving various stakeholders, including community residents, in the planning process. Below are the overarching implementation tactics of the PPP which are consistent with the requirements outlined in Code of Federal Regulations Title 23, Section 450.216:

- Seek maximum public participation throughout the planning process in a timely manner.
- Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.
- avenues for distributing information and receiving comments while engaging traditionally underserved populations.
- Inform and educate the public during the planning and decision-making process using accessible tools.

- Explore and expand the use of virtual engagement to increase the amount and value of public participation.
- Design initiatives that will support and
- Conduct outreach that bridges language,
- Provide reasonable accommodation and access to people with disabilities, so that they can easily participate in the regional planning process.
- Consider, evaluate, and respond to public input.
- Evaluate the public participation process regularly.

RTC Planning, Public Transit, and Engineering

The Reno-Sparks urban area. It is the Metropolitan Planning Organization (MPO), public transportation service provider, and implementer of infrastructure improvements and the pavement preservation program for the regional road network. In its role as the MPO, the RTC develops four federally required documents:

- Regional Transportation Plan (RTP) (20-year plan)
- Regional Transportation Improvement Program (RTIP) (5-year plan)
- Urban Partnership Program (UPWP) (2-year plan)
- Public Participation Plan

As the agency responsible for preservation of the regional road network, RTC conducts planning, design, and construction of regional road projects. In addition to new capacity, the RTC seeks to maximize the life of existing roadway infrastructure by funding a preventive maintenance program that keeps regional roads in good condition.

The RTC's regional Intelligent Transportation System (ITS) program enhances the operational communications technology.

As the transit service provider, the RTC contracts with private service providers to operate the RTC

RTC ACCESS paratransit service, FlexRIDE, and RTC VANPOOL. The RTC RIDE also operates RTC REGIONAL CONNECTOR commuter service between Reno and Carson City.

The R

The RAPID Virginia Line, which operates on Virginia Street, provides service in the urban area providing high-frequency connections between Meadowood Mall and Downtown Reno. The RAPID Lincoln Line operates on the 4th Street/Prater Way corridor between Reno and Sparks. RTC's FlexRIDE is a curbside-to-curbside transit service available in select areas of Sparks/Spanish Springs, Somersett/Verdi, and the North Valleys and is operated by the RTC ACCESS contractor.

The regional transportation and transit decisions are made by the RTC Board of Commissioners. The RTC has established advisory committees to provide input and recommendations to the RTC Board of Commissioners, including the RTC Technical Advisory Committee (TAC), the Citizens Multimodal Advisory Committee (CMAC), and the Regional Road Impact Fee Technical Advisory Committee (RRIFTAC).

Committee meetings are open to the public and occur regularly. RTC also participates in the Regional Vision Zero Truckee Meadows Task Force (VZTM). VZTM is a regional committee dedicated to safety and is not an advisory committee to the RTC.

The PPP includes a list of key stakeholders, tools, and outreach best practices used by the RTC for public engagement. Additionally, the RTC tracks and evaluates social media outreach by measuring analytics. The RTC also produces weekly "The Road Ahead" (TRA) segments. TRA is a two-minute informational series that airs on KOLO 8 News three times a week. Additionally, the RTC distributes monthly e-Newsletters to regional and statewide stakeholders and members of the public.

2.0 FEDERAL REGULATIONS

Public participation/involvement has been a part of federal transportation legislation since the enactment of the 1991 Intermodal Surface T Act (ISTEA) and included in all transportation authorizing legislation since then. The current transportation bill is the IIJA.

The RTC implements a performance-based planning program consistent with IIJA requirements. The RTP measures and targets. The RTC publishes these

toward its goals with the community. The performance measures are linked to the RTP project selection and prioritization process.

Federal regulations require that the MPO adopt a participation plan that will:

- Develop consultation with all interested parties.
- Provide reasonable opportunities and adequate notice to comment on the contents of the RTP and RTIP, and demonstrates explicit consideration and response to public input received during the development of these plans.
- Provide the MPO opportunities to hold in-person and virtual public meetings.
- Provide accessible electronic and virtual outreach materials to be compliant with the American with Disabilities Act (ADA).

The term “interested parties” includes individuals, private providers of transportation, users of public transportation, users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled community, and others.

Title VI of the Civil Rights Act of 1964, states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the

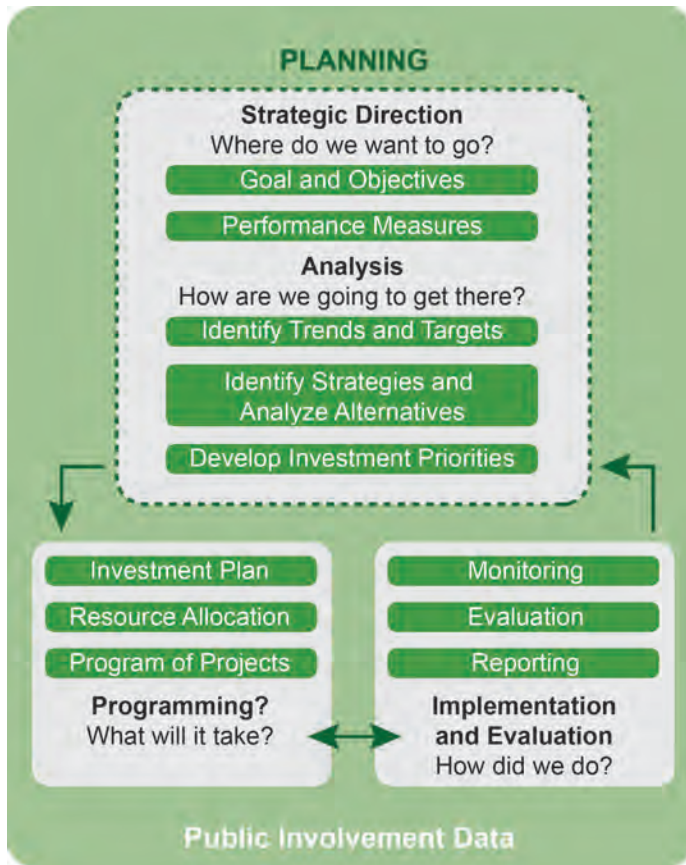
under any program or activity receiving Federal To see RTC’s Title VI information visit: www.rtcwashoe.com/about/title-vi/. In accordance with federal guidelines, the RTC must submit a Title VI that details the RTC’s plans and strategies to engage minority and

in its planning and programming activities to the Federal Transit Administration (FTA). As a recipient of federal funds, and per Title VI and its implementing regulations, the FTA directs RTC to:

- Ensure the level and quality of public transportation service is provided in a nondiscriminatory manner.
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin.
- Ensure meaningful access to transit-related programs and activities by persons with LEP.

The RTC’s PPP describes a process that seeks out and considers the needs of the traditionally underserved people who live near existing transportation systems. These populations, such as low-income and minority households, often face challenges accessing employment and other services.

For equitable decision making, the RTC’s Title VI Policy ensures public meetings are held in locations near transit routes. Key information is available in English and Spanish to ensure access for persons with LEP.



Regional Transportation Plan

The foundation of the RTC planning process is the RTP. The RTP services, and programs necessary to meet the increasing multimodal travel demands through a minimum of a 20-year period. It includes transportation policies that address safe and healthy communities, economic prosperity and equity, innovation, sustainability and climate action, and increased travel choices. A PPP

TP may be adopted at the beginning of the development of a new plan. By federal regulation, the RTP must be updated at least every four years.



The RTP development process is a cooperative, based on a community outreach process designed to best understand the region’s diverse and complex transportation needs through a community-based approach.

3.0 RTC PLANS & PROGRAMS

In its role as the MPO, the RTC develops four federally required documents (described below):

- Regional Transportation Plan
- Regional Transportation Improvement Program
- Work Program
- Public Participation Plan

Regional Transportation Improvement Program

The RTIP, multimodal transportation program for Washoe County. It includes transit, paratransit, major street and highway capital projects, bicycle and pedestrian improvements, and transportation system and demand-management programs.

The RTIP is the RTC's principal means of implementing long-term transportation planning objectives through annual programming of

Unified Planning Work Program

The UPWP is a document that describes the transportation-related planning activities scheduled during a two-year period. These activities are performed by the RTC utilizing federal planning funds from the Federal Highway Administration (FHWA), FTA, and state and local funds. The UPWP is developed in coordination with the RTC's budgeting process.

Public Participation Plan

The PPP establishes policies, processes, and methods for the RTC to engage the community, stakeholder groups, and other interested parties in transportation and transit planning. The Plan provides policy for timely public notice of information that is critical to major plans and studies, allowing the public access and transparency to key decisions.

4.0 PUBLIC/AGENCY INVOLVEMENT IN THE REGIONAL TRANSPORTATION PLAN

The RTC coordinates with the following parties transportation planning process. This is by no means an exhaustive list, and depending on the needs, several additional stakeholders may be involved.

1. Local/Regional Agencies

- City of Reno
- City of Sparks
- Reno-Tahoe Airport Authority
- Truckee Meadows Regional Planning Agency
- Washoe County
- Washoe County Health District-Air Quality Management Division
- Washoe County School District

2. Tribal Governments

- Pyramid Lake Paiute Tribe
- Reno-Sparks Indian Colony

3. Federal Agencies

- Bureau of Land Management
- Environmental Protection Agency

- Federal Highway Administration

- Federal Transit Administration

4. State Agencies

- Nevada Department of Public Safety
- Nevada Department of Transportation
- Nevada Division of Environmental Protection
-

5. Committees

- RTC CMAC
- RTC TAC
- RTC RRIFTAC

6. Regional Task Force

- Vision Zero Truckee Meadows Task Force — This regional task force includes participation from the local jurisdictions,

educational institutions; and members of the public.

The RTC also conducts outreach to those directly plans, programs, and projects in the region, which includes but is not limited to:

-
-
- decision-makers
- Local, regional, state, and federal public
- Property owners, including those of abutting properties and those in the vicinity of a proposed project
- Freight operators via rail, air, and highway routes
- Providers/users of private transportation services, such as taxis, shuttle buses, limousines, and vanpools
- Providers/users of public transportation services
- The business community
- Advocacy groups, such as neighborhood groups, Chambers of Commerce, homeowners' associations, public-interest groups for bicycle/pedestrians, civil rights,
- Underserved communities, such as people with disabilities, youth, elderly, low-income, and ethnic minorities
- Schools, such as Washoe County School District, Truckee Meadows Community College, and University of Nevada, Reno



- Members of the public with LEP
- Media serving LEP
- Emergency service providers and users
-

RTC Committee and Stakeholder Quick Reference:

The regional transportation and transit decisions are made by the RTC Board of Commissioners. RTC has established advisory committees to provide input and recommendations to the RTC Board of Commissioners. Committee meetings are open to the public and meet regularly. All committee meetings are located on the RTC Washoe website and Vision Zero Truckee Meadows website. The Vision Zero Truckee Meadows Task Force is a regional committee dedicated to safety and not an advisory committee to the RTC.

Committee	Main Focus
TAC	A standing committee of that provide feedback to TC Board of Commissioners.
CMAC	A standing committee of community members that and the RTC Board of Commissioners.
RRIF	An advisory committee that reviews and recommends or updates to be made to the Regional Road Impact Fee General Administration Manual and Capital Improvements Plan. Also serves as part of the appeal process as outlined in the manual.
Vision Zero Truckee Meadows Task Force	The multi-jurisdictional task force responsible for making recommendations to improve pedestrian safety throughout the community.

5.0 PARTICIPATION POLICIES, TACTICS, GOALS, & OBJECTIVES

RTC Policy for Public Involvement

The following principal objectives for public involvement are critical to the successful development and implementation of RTC's transportation plans and project outreach.

1. Seek valuable public participation throughout the planning process.
 - Utilize public involvement in the development of transportation plans, programs, and regional, state, and federal priorities and needs pertaining to all modes of transportation.
 - , continuous, and equitable opportunities for the public to be involved and environmental impacts of proposed transportation decisions.
 - individuals and entities to participate in the planning process.
 - Encourage proactive participation to denote early and continuous involvement in important policy or project decisions
 - Engage the public in early stakeholder participation to foster project transparency and understanding.

2. Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.



- Ensure that the decision makers are equipped with the information they need to make critical decisions for the future of our community.
 - Refer to the Nevada Department of Transportation's Public Involvement Plan when coordinating with State-led plans, projects, and programs.
3. avenues for distributing information and receiving comments while engaging traditionally underserved populations.
 - The RTC's stakeholders include not only the general public and local and tribal units of government, but businesses, industries, and transportation service providers as well as organizations that represent people
 - Seek out and consider the viewpoints of vulnerable road users and stakeholders including seniors, minorities, low-income individuals, LEP groups, and people with disabilities during public outreach.
 - Utilize available data sources to assist disadvantaged populations.

4. Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools.
 - Include information on agendas to inform the public how they can request additional assistance if needed.
 - Use ADA-accessible visualization techniques and virtual tools.
 - Hold public meetings that are at ADA-compliant buildings, convenient locations and times, in buildings that are on RTC transit routes, within project limits when possible, and engage the public through virtual meetings to provide for greater convenience.
5. Design participation initiatives that will support
 - Utilize visualization and online tools to describe transportation plans when warranted.
6. Conduct outreach that bridges language,
 - Provide technical information and meeting notices online.
 - Utilize social media to disseminate information about RTC initiatives and to seek input including virtual public meetings.
 - Utilize the "select language" tool on the RTC website which translates content in
7. Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process.
 - Ensure everyone has access to the information they need to participate in the planning process for our community.
8. Consider, evaluate, and respond to all public input.
 - In-person, online, and survey public input will be summarized and include responses that explain the consideration of the planning decisions or course of action. This includes public comments submitted in-person during meetings and online submittals from virtual meetings and surveys.
9. Evaluate the public participation process regularly.
 - Evaluate the PPP process is open and accessible to everyone, procedures of the policy are being implemented and followed in accordance with statewide and federal regulations (requirements outlined in Code of Federal Regulations Title 23, Section 450.316), and compliant with the objectives in this plan.
 - The RTC encourages public participation throughout the plan/project. Ongoing input requires continuous review and updates to the public participation process to ensure that the policies and procedures meet federal requirements.

Public Outreach Toolbox

The RTC's public participation goal is to provide the highest-quality participation for transportation decision-making by identifying and involving various stakeholders, including the general public, in the planning process. To achieve its public participation goal, the RTC has a toolbox of public participation methods that can be used to involve the community throughout the process.



There are a variety of tools available to ensure that a diverse public is well-informed and able to play an active role in the transportation planning process. The RTC uses a diverse set of methods to communicate to the public, including, but not limited to:

- In-person public meetings
 - Translators to help everyone understand the information
 - Court reporters to record questions and comments
- Accessible virtual public meetings
- Presentations
- Press releases
- Fliers
- Graphics and infographics
- Signage
- Informational booths at events
- Media relations
- The RTC Board eNews monthly electronic newsletter
- Television segments
- Advertising
- Mailers
- Door-to-door and business-to-business stakeholder outreach
- Weekly stakeholder email updates for large transportation projects
- Social media campaigns, updates, and interactions
- Videos
- Business-support programs
- Large- and small-scale events
- Project renderings and video simulations to help the community visualize improvements
- Newspaper advertisements in English and Spanish
- Public hearings

- RTC advisory committee meetings
- Regional task force meetings
- RTC Board meetings
- City and County governing bodies
- City and County advisory committee meetings
- Stakeholder meetings

Equity and Accessibility

The RTC uses several techniques for bridging

The RTC selects the approach that is best suited for each plan or project, which may include having translators available at public meetings, translating meeting materials, and targeted outreach to local community organizations.



It is a priority for RTC to promote and provide safety, economic prosperity, equity, and innovation to all members of our community. In our pursuit to serve our community, including those members who are most vulnerable and underserved, we adhere to Section 508 of the Rehabilitation Act and Title II of the ADA standards and requirements.

Section 508 requires that all information and technology be accessible to persons with disabilities. Title II of the ADA requires nondiscrimination on the basis of disability in public accommodations and in commercial facilities by ensuring that buildings and facilities, in terms of architecture and design, transportation, and communication are made accessible to individuals with disabilities.

With this in mind, the RTC has taken the following steps in the structuring of its buildings and facilities, transportation systems, information technologies, and outreach programs to accommodate the needs of disabled and vulnerable individuals in our community.

Access to Outreach Venues

The RTC holds its public meetings at locations where reasonable accommodations and access can easily be provided for individuals with disabilities. Public meeting locations are chosen within the ADA paratransit service area and based on accessibility to public transportation routes. RTC ACCESS buses, equipped with a vertical platform lift, provide door-to-door, prescheduled transportation for people who meet the eligibility criteria of the ADA. The RTC ACCESS transit system provides services to passengers unable to ride RTC RIDE independently some or all of the time.



Examples of the typical locations where RTC holds public meetings include:

RTC
1105 Terminal Way
Reno, NV 89502

RTC 4TH STREET STATION
200 E. 4th Street
Reno, NV 89501

RTC CENTENNIAL PLAZA
1421 Victorian Avenue
Sparks, NV 89431

Public institutions, such as schools or university campuses

Private venues, as reasonable and appropriate

Public Outreach Communication

The RTC ensures marketing and communication collateral printed and electronic materials meet ADA standards. Printed marketing, communication, and outreach materials include high-contrast visual elements, 14-point or greater font size, and are produced in English and Spanish.

PDF documents are made accessible, searchable, and searchable. The RTC can provide documents with larger font sizes upon request.

Website

The RTC website is Hypertext Markup Language (HTML) based. An HTML-based website provides persons with disabilities who use screen readers and speech-to-text tools the ability to easily read and comprehend critical information comparable to their non-disabled peers.

The RTC meets the Web Content Accessibility Guidelines (WCAG) by making PDFs accessible, providing imagery tags, maintaining HTML-coded public transportation bus schedules, and through the UserWay application. The UserWay application helps those who are visually impaired

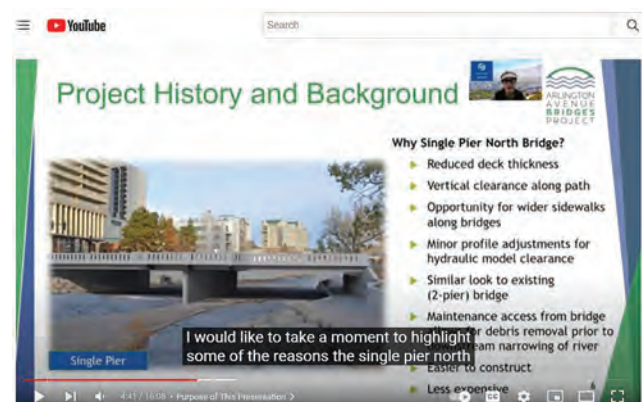
reading each page element aloud. The RTC website has an accessibility menu that allows users to change the contrast, font size, text spacing, line height, cursor size, and saturation. It also has a tool that is dyslexia friendly and a tool to highlight links.



The application is also a useful tool in assisting the R remediation of issues and provides the RTC the ability to improve the user experience by manually inputting explanatory text tags. The RTC extends further vigilance in this area by manually reviewing and testing the site to ensure all elements of the website comply with ADA standards.

Social Media

On social media, the RTC provides alternative text for all images posted for e-reader utilization. The RTC creates narrated videos for the visually impaired. Closed captioning is available for individuals who are hearing impaired.



6.0 PUBLIC PARTICIPATION PLAN REQUIREMENTS

The RTC has established the following requirements regarding the public participation process, consistent with U.S. Department of Transportation (USDOT) and Nevada Revised Statutes (NRS) requirements.

1. Public Process Review — The RTC shall, periodically, review its public involvement providing full and open access to all parties. These procedures shall also be reviewed by the FHWA and the FTA to ensure compliance with federal regulations. A public comment period of 45 days is required before the public involvement process is initially adopted or revised. The public participation process shall be evaluated periodically, to ensure that the RTC is making the best use of all available methods to engage the public.

2. Committee Review — The RTC's Technical Advisory Committee and Citizens Multimodal Advisory Committee will review the RTP, RTIP, PPP, UPWP, and any amendments to these documents, as well as any corridor studies. It is the responsibility of these committees to advise and make recommendations to the RTC Board of Commissioners.

Notice for and the conduct of all committee meetings will be open to the public in accordance with the State of Nevada Open Meeting Law (NRS Chapter 241). Committee agendas and backup materials, as well as technical and other reports documenting the

RTP, RTIP or other planning study, shall be made available upon request to the public. These documents are also available on the RTC website at www.rtcwashoe.com. Public comment on planning products will be accepted, either verbally or in writing, at all committee hearings.

3. Public Comment — RTC will provide at least 21 days for public review and comments on updates to the RTP and RTIP prior to an RTC Board public hearing. If there is an amendment to the RTP or RTIP, a seven (7)-day public comment period will be held.

However, in the event that an amendment requires a transportation conformity analysis, a 21-day public comment period will be provided. Notice of the opening of the public comment period and the availability of the document for review will be published in local newspapers of general circulation and on the agency's website and social media accounts. The public comment period will begin on the date noted in the published notice.

4. Public Hearing — A formal public hearing will be conducted prior to RTC approval/adoption of the RTP, RTIP, and any associated amendments, including accompanying air quality conformity determinations, as required by federal regulations.

Comment Summary — The RTC will prepare a summary analysis and report on the disposition of any and all applicable comments received during the public comment period and at the public hearing. The RTC will consider and address all public comments.



5. Revisions — In those instances where the TP or RTIP the draft that was made available for public comment and/or raises new substantive issues which interested parties could not reasonably have foreseen from the draft, the RTC shall provide additional opportunities for public review and comment. The RTC will, at a minimum, issue a second notice allowing, at a minimum, for an additional 21-day public comment period.

6. TIP changes that are considered non-substantive in nature

subject to the public comment and public hearing process cited herein. These actions will be processed through the electronic Statewide Transportation Improvement Program (eSTIP) and include the following:

- a) An increase of less than 25%, or any decrease or removal, of the federally-funded portion of a project
- b) Minor adjustments to project limits
- c) Addition or deletion of a phase without major change to the scope
- d) years included in the RTIP
- e) Minor changes to funding sources
- f) Changes made to an existing project's non-federal funding amounts
- g) project that does not require air quality conformity and is programmed with 100% non-federal funds

7. Formal Amendments — In the event that a change in the RTIP falls outside of the

an amendment will be made, and will follow the process outlined above in numbers two

Amendments will also be processed through the eSTIP for the following actions:

- a) Addition or deletion of any federally-funded project
- b) An increase of more than 25% of the federally-funded portion of a project
- c) Substantial changes to the scope that would result in an air quality conformity determination
- d) A change in a funding source for a project from non-federal to federal

Public notices of public participation activities and time established for public review of and comments on the RTIP will satisfy the FTA Section 5307 Program of Projects (POP) requirements.



**Building A Better
Community Through
Quality Transportation.**

rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 6.1

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

RECOMMENDED ACTION

Acknowledge receipt of the 2021 RTC Annual Report.

BACKGROUND AND DISCUSSION

The 2021 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:

- Expanded social media presence: Facebook, Twitter, Instagram, and YouTube
- 87 public meetings, presentations and other events
- 116 media interviews, 52 Road Ahead segments and 56 press releases

Planning Studies Completed and Under Development:

- 2050 Regional Transportation Plan
- Lemmon Valley – Spanish Springs Connector Alignment and Planning and Environmental Linkages (PEL) Study
- Electric and Alternative-Fuels Vehicle Infrastructure and Advanced Mobility Plan
- Bicycle, Pedestrian and Wheelchair Count Annual Report
- University Area Transportation Study – Alternatives Analysis
- McCarran Boulevard Corridor Study
- Transit Optimization Plan Strategies (TOPS)
- \$300,000 Federal Transit Administration (FTA) Transit Oriented Development (TOD) Planning Grant received

Public Transportation:

- Virginia Line RAPID Extension to the University of Nevada, Reno launched
- 4.1 million RTC RIDE transit trips were provided
- 1.6 million RTC RAPID trips were provided (record high)
- 129,391 RTC ACCESS transit trips were provided
- 67,061 FlexRIDE trips and expanded demonstration service
- 290 RTC VANPOOLS
- \$1.2 million in Board-approved grant funding to local organizations to improve mobility for seniors and people with disabilities

Roadway Projects Completed and Under Development:

- Lemmon Drive Segment 1/Diverging Diamond Interchange (DDI)
- Oddie/Wells Corridor Multimodal Improvements
- Sparks Boulevard
- Pyramid Highway Phase 1
- Pavement Preservation Program
 - Kings Row
 - Newport Lane
- Bus Stop Improvements & Connectivity Project
- Traffic Signal Optimization Program (over 70 re-timed signals!)
- \$7 million RAISE grant for Arlington Avenue Bridges Project
- 3.6 miles of new sidewalks constructed
- 3.7 miles of bike lanes added
- 285 new crosswalks
- 88 new pedestrian ramps constructed
- 9 new crosswalk warning devices

Vision Zero & Safe Routes to School (SRTS):

- Transportation Alternatives funding awarded to Washoe County School District for SRTS program to purchase safety equipment
- SRTS Program funded by RTC and expanded to include high schools
- Launched “Locked Eyes Save Lives” campaign
- Pedestrian fatalities 16.7% lower than 2020

FISCAL IMPACT

There is no fiscal impact associated with this item.

PREVIOUS BOARD ACTION

There have been no previous Board actions on this item.

ATTACHMENT(S)

- A. 2021 Annual Report



Building A Better Community Through Quality Transportation.

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MISSION

Building A Better Community
Through Quality Transportation.

RTC GUIDING PRINCIPLES

- Safe and Healthy Communities
- Economic Prosperity, Equity, and Innovation
- Sustainability and Climate Action
- Travel Choices

RTC BOARD

The Regional Transportation Commission of Washoe County is a cooperative regional board governed by five representatives appointed from three local government jurisdictions:

- Two City of Reno Council Members
- One City of Sparks Council Member
- Two Washoe County Commissioners



NEOMA JARDON

RTC CHAIR

Reno Council Member
Serving since December 2013



ED LAWSON

RTC VICE CHAIR

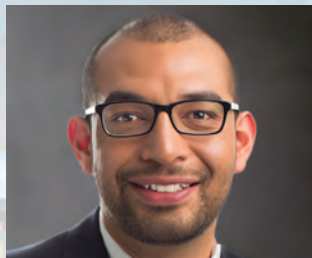
Sparks Mayor
Serving since January 2021



VAUGHN HARTUNG

**WASHOE COUNTY
CHAIRMAN**

Serving since January 2018



OSCAR DELGADO

**RENO COUNCIL
MEMBER**

Serving since December 2018



BOB LUCEY

**WASHOE COUNTY
COMMISSIONER**

Serving since January 2015



**KRISTINA SWALLOW,
Ex-officio**

**NEVADA DEPARTMENT OF
TRANSPORTATION DIRECTOR**

Serving since January 2019

RTC DIRECTORS

The RTC is comprised of six departments with a professional and administrative staff of 69 who serve to deliver the region's surface transportation needs.



**BILL THOMAS,
AICP**

EXECUTIVE DIRECTOR



**STEPHANIE HADDOCK,
CGFM**

**DIRECTOR OF FINANCE/
CHIEF FINANCIAL OFFICER**



**BRIAN STEWART,
P.E.**

DIRECTOR OF ENGINEERING



**DIRECTOR OF
PLANNING**



**DIRECTOR OF PUBLIC
TRANSPORTATION &
OPERATIONS**



**ANGELA REICH,
SPHR, SHRM-SCP**

**DIRECTOR OF
ADMINISTRATIVE SERVICES**



ADAM SPEAR

**DIRECTOR OF
LEGAL SERVICES**

COMMUNITY

“Get On. Get Happy.” Campaign for RAPID Virginia Line Extension



The RTC launched a marketing campaign to promote the new RAPID Virginia Line Extension that provides service to the University of Nevada, Reno. The campaign, called Get On. Get Happy. bolstered the benefits of taking public transportation as well as the RAPID service. The campaign was designed to reach the ridership demographic of students, Midtown visitors, and the service and hospitality industry employees who work along the RAPID Virginia Line route.

The RAPID Virginia Line provides pick-up times every 10 minutes and is free to UNR and TMCC faculty, students, and staff with an ID. The campaign messaging reminds people that when

you get on public transit, you can feel good about your choice because you help the environment and do not have to worry about driving or parking. The campaign was displayed on billboards, social media, and digital advertising.





Locked Eyes Save Lives Campaign

Historically, July 3rd and 4th are the deadliest days of the year to drive. In 2019, 15 pedestrians died in Reno, the highest number since 2016, at a rate that was higher than the national average. In addition, there were 23 students hit in non-fatal crashes during the same period. In 2020, 13 pedestrians died. In an effort to reverse this trend, RTC launched Locked Eyes Save Lives to promote a change in driver and pedestrian behavior. In 2021, preliminary data shows 10 pedestrian died, and improvement of 16.67% from 2020.

On Monday, June 28, RTC partnered with Hub Coffee Roasters to give away free coffee, Monday through Friday, to commuting Nevadans as a part of its Locked Eyes Launch Week. The event was a preemptive effort to bring about awareness before the Fourth of July weekend. The campaign was developed to urge drivers and pedestrians to

acknowledge one another on the road through eye contact. Each free coffee bore a Locked Eyes Save Lives coffee sleeve.

Local artists designed chalk art of the Locked Eyes Save Lives logo at the following high-traffic crosswalk intersections in Reno and Sparks to remind pedestrians to lock eyes with oncoming motorists before crossing the street. Chalk art was installed at the following locations on June 29:

- Record Street & East 4th Street, Reno
- Evans Avenue & East 4th Street, Reno
- North Sierra Street & Truckee River Walk, Reno (by the movie theater)
- East Lincoln Way & Howard Drive, Sparks
- Victorian Avenue & 15th Street, Sparks
- Avenue of the Oaks & Victorian Plaza Circle, Sparks

Bus Safety Campaign

With the increase in COVID-19 vaccinations, the RTC launched a campaign to remind people that it is as safe to take the bus as it is to do everyday activities, including going to the store, office, or restaurants. The campaign graphics were displayed as signage on our buses and as videos and banners on social media accompanied with the following message:

The RTC has taken every precaution to make your bus trip safe. If you use basic precautions, wear a mask, keep your distance, and follow standard

health guidelines, taking the bus is as safe as most everything else you do.



ACCOMPLISHMENTS



AMERICAN PUBLIC WORKS ASSOCIATION- NEVADA CHAPTER PROJECT OF THE YEAR AWARD
VIRGINIA STREET PROJECT



GRANTS

- RTC Received \$19.9 Million in American Rescue Plan Act funding**
- RTC Received \$7 Million Grant for Arlington Avenue Bridges Project**
- RTC Received Low & No Emissions Grant for \$6.5 Million**

2,252

Jobs created in the community by RTC Projects

2,252 Jobs created by the RTC. The RTC contracts out our services, including transit and road construction projects. These contracts result in the employment of construction workers, transit employees, and more, in our community.



2050 REGIONAL TRANSPORTATION PLAN

The Regional Transportation Plan (RTP), the RTC's long-range transportation plan, is federally required under Title 23, Part 450 of the Code of Federal Regulations (CFR) and is expected to be updated every four years. The 2050 RTP was built upon the 2040 RTP, which was adopted in 2017. This community-based plan was developed through a robust outreach process and conducted in collaboration with partner agencies and public input. It captures the community's vision of the transportation system and identifies the projects,

programs, and services necessary to achieve that vision while addressing the safety, mobility, connectivity, and traffic-operations issues that are resulting from increased population and employment growth in the region. These elements may be implemented by the RTC, member entities, and NDOT. The RTC Board adopted the 2050 RTP at their March 19 Board Meeting. Each RTC department contributed to the successful completion of the RTP.

LEMMON DRIVE

The RTC started construction on phase one of the Lemmon Drive project July 2021. Phase one of the Lemmon Drive Project will widen Lemmon Drive from four lanes to six lanes from Sky Vista Parkway/Buck Drive to Military Road. The project will increase capacity, improve safety, and provide multimodal transportation choices.

To improve safety for everyone, a continuous raised median will prevent left turns into or out of businesses, and reduce crashes and vehicle conflicts. In addition, U-turn movements will be accommodated at approximately 1,000 feet north of Sky Vista Parkway.

IMPROVEMENTS

- Widen from 4 lanes to 6 lanes
- New Diverging Diamond Interchange
- 10-Foot-Wide Shared-Use Path
- Travel Safety Improvements
- Safe Crossing Opportunities



Contractor: Q&D Construction
Design Firm: Jacobs Engineering Group, Inc.



NEW DIVERGING DIAMOND INTERCHANGE

The new roadway design will improve traffic flow with longer left-turn lane queues from southbound Lemmon Drive to Buck Drive and northbound Lemmon Drive to Military Road, and a new diverging diamond interchange at US 395 and Lemmon Drive.

Construction on phase one is anticipated to take approximately one year to complete. Construction operations are weather dependent and subject to change.

This project represents a \$20 million investment in our community funded with fuel tax funds.



ODDIE / WELLS CORRIDOR MULTIMODAL IMPROVEMENTS



The Oddie-Wells Multimodal Improvement Project will revitalize the 3.2-mile corridor from Wells Avenue at the I-80 ramps in Reno and continue to Oddie Boulevard to Pyramid Way in Sparks. The improvements will support economic investment and redevelopment while enhancing the quality of life for area residents by improving accessibility and safety.

The design plans include lighting, landscaping, aesthetic features, ADA improvements, pedestrian ramps, bicycle facilities, and safer traffic operations to increase mobility and connectivity along this corridor. The RTC is planning to construct a raised cycle track on both sides of the roadway from Sutro Street in Reno to Pyramid Way in Sparks. On Wells Avenue from Sutro Street to I-80, plans

include a multiuse pathway on one side of the road and sidewalks on the other side. The new multiuse pathway will connect to the existing multiuse pathway along I-80 by UNR Farms.



CONSTRUCTION TIMELINE

- **November 2021 - Phase 1: Pyramid Way to Sullivan Lane**
- **Fall 2022 - Phase 2: Sullivan Lane to Silverada Boulevard**
- **Summer 2023 - Phase 3: Silverada Boulevard to Sutro Street**
- **Spring 2024 - Phase 4: Sutro Street to I-80 on- and off-ramps**



ODDIE WELLS
PROJECT

INVESTMENT IN OUR COMMUNITY:

Construction is anticipated to be complete in the fall of 2024. Fuel tax revenue will fund the approximate \$51 million investment into the community.

KINGS ROW PROJECT



Contractor: Sierra Nevada Construction
Design Firm: Lumos & Associates

The RTC completed construction on phase one of the Kings Row Project from Keystone Avenue to Wyoming Avenue in fall of 2021. The project included placing new asphalt, adding ADA-compliant sidewalks, new bike lanes, and improved storm drain infrastructure.

This project represents a \$4.4 million investment in our community funded with fuel tax funds.

NEWPORT LANE

Construction for the Newport Lane Rehabilitation Project began on August 30. The project limits started at Link Lane and continued to McDaniel Street in Reno. It consisted of roadway removal and reconstruction, new sidewalk connections, ADA pedestrian ramps, driveway upgrades, and drainage improvements.

This project represents a \$1.5 million investment in our community funded with fuel tax funds.



Contractor: Sierra Nevada Construction
Design: CA Group, Inc.

TE SPOT 10 NORTH IMPROVEMENT PROJECT

The Traffic Engineering (TE) Spot 10 North Project, which started on August 23, includes traffic operational and equipment upgrades at El Rancho Drive at Battle Born Way/Victorian Avenue in Sparks. The project improves traffic operations and safety for drivers and pedestrians. Construction on the project was completed by mid-October.

This project represents a \$950,000 investment in our community funded with Regional Road Impact Fee

VIRGINIA STREET RAPID SERVICE LAUNCH

RTC Launches Virginia Street RAPID Extension to the University of Nevada, Reno.

The final piece of the Virginia Street Project Bus RAPID Transit Extension was the official launch of the extension of the RAPID Virginia Line service to the University of Nevada, Reno, on March 8, 2021. Transit riders including University students, faculty, and staff are now connected to our region more than ever before.

The University and the community now benefit from the extended RAPID service and new stations with their convenient locations and quick access to destinations along Virginia Street from campus to downtown Reno, Midtown Reno, and Meadowood Mall. The RTC offered free rides on the RAPID Virginia Line from March 6 through March 19.

The RAPID Virginia Line is the highest-ridership route in RTC's transit system. Extending the RAPID Virginia Line to the University is anticipated to continue to increase ridership while providing students, faculty, and staff with an enhanced travel option through the Virginia Street corridor in Reno.



With parking being limited in and around the campus, the extended RAPID service will reduce congestion and ease parking hassles. Transit helps improve access and walkability, reduces pollution, and is a sustainable solution that contributes to a better quality of life for those who live nearby transit stops and choose to ride transit.

SPARKS BOULEVARD PROJECT



Contractor: TBD
Design Firm: Atkins

SPARKS PROJECT
BLVD.

The design for Phase 1, south segment of the project, has been completed. In mid-August the RTC, City of Sparks, and Nevada Department of Transportation reviewed the 50% design to make any needed modifications before the team moved into the final design. Bid announcements for the construction of the south segment are anticipated to be released in the spring of 2022.

The project team worked to advance the south segment of the project to meet the planned construction start date in 2022. Additionally, the team has worked on the draft Environmental Assessment (EA) that captures and reviews the environmental effects and impacts of the north segment of the project (an EA was not necessary for the south segment portion). Once the draft EA is complete, a public information meeting will be held with a 30-day comment period for the community to review and provide comment on mitigation and environmental effects of the selected alternative. The public information meeting and comment period is scheduled to occur in 2022.

Two Phases of the Project

Phase 1 South Segment

Greg Street to I-80 Westbound (WB) Ramps

- Restriping to 3 lanes each direction
- Maintenance and rehabilitation of existing pavement
- Safety improvements

Phase 2 North Segment

I-80 WB Ramps to Baring Boulevard

- Widening the existing roadway to 3 lanes each direction
- Roadway rehabilitation and construction of new travel lanes
- Safety improvements
- Multimodal improvements (pedestrian connectivity and bike lanes)

Learn more at
SparksBlvdProject.com.

PYRAMID HIGHWAY US 395 CONNECTION PROJECT

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The RTC is supporting the Nevada Department of Transportation’s Pyramid Highway Project, which is the first phase of the Pyramid Highway/US 395 Connection project. The project is in partnership with the RTC of Washoe County, City of Sparks, Washoe County, and the Federal Highway Administration.

Pyramid Highway (State Route 445) is the most heavily traveled road in the Reno-Sparks area, carrying nearly 50,000 vehicles per day. Crash rates in the area exceed statewide averages, and local access and connectivity need improvement. In addition, the project corridor currently has minimal accommodations for pedestrians and bicyclists.

The project’s goals are to widen 1.6 miles of Pyramid Highway from Queen Way to Los

Altos Parkway from four lanes to six lanes, and to reconstruct 0.75 miles of existing four-lane roadway from Los Altos Parkway to Golden View Drive. It also includes installation of smart traffic signals, bicycle lanes, sidewalk, shared-use path, screening/sound walls, and enhanced drainage improvements.

In 2020, the RTC received a \$23 million Better Utilizing Investment to Leverage Development (BUILD) grant from the U.S. Department of Transportation for the Pyramid Highway Project, which was later allocated to NDOT.

*To learn more, please visit
PyramidHighway.com.*

BUS STOP IMPROVEMENTS & CONNECTIVITY PROJECT

Completed in October 2021



Contractor: Spanish Springs Construction
Design Firm: CA Group, Inc.

The RTC began construction on phase two of the Bus Stop Improvement and Connectivity Program on June 14. The annual program improves Americans with Disabilities Act (ADA) accessibility at existing RTC bus stops.

Improvements are prioritized based on ridership and community needs and include features such as wider concrete pads to accommodate wheelchair access, providing room for future amenities, improving crosswalks and sidewalk connectivity,

upgrading pedestrian ramps and driveways, minor traffic signal modifications, and drainage improvements.

Phase two of the project included crosswalk improvements on Neil Road to improve safety near Pine Middle School and Smithridge Elementary School, as well as bus pad and pedestrian connectivity improvements at 29 bus stop locations throughout Reno, Sparks, and Washoe County.

INVESTMENT IN OUR COMMUNITY:

This project represents an investment of \$1,870,444 in our community funded with fuel tax funds.



Improved Stops

- Transit stops on both sides of the street at Neil Road and Catalina Drive
- Transit stops on both sides of the street at Silverada Boulevard and Tybo Avenue
- East Ninth Street and Sutro Street (near Senior Center)
- West Seventh Street and Keystone Avenue
- West Seventh Street and Genoa Avenue
- Lupin Drive and Seventh Avenue
- Lupin Drive and Sixth Avenue
- Lakeside Drive and Brinkby Avenue
- North Virginia Street (Near the Planetarium)
- North Virginia Street and Wellington Way
- Stead Boulevard and Mount Anderson Street
- Neil Road and East Moana Lane
- Locust Street and Capitol Hill Avenue
- Locust Street and Crampton Street (Near VA Hospital)
- Victorian Avenue and Stanford Way
- Sky Valley Drive and Mistyridge Lane
- El Rancho Drive and Clinton Court
- Double Diamond Parkway and Sandhill Road
- Meredith Way and Kleppe Lane
- Industrial Way and Greg Street
- North Virginia Street at Care Center
- East Eighth Avenue and Lupin Drive
- Victorian Avenue and Third Street
- South Virginia Street and Meadowood Mall Way
- Lear Boulevard and Moya Boulevard
- York Way and Pyramid Way
- Fourth Street and Morrill Avenue



SIGNAL OPTIMIZATION

In 2021, the RTC continued studying the timing of 415 regional traffic signals and working with our regional partners to better optimize and synchronize these signals to keep traffic flowing and reduce travel time. The project is a three-year, \$1 million commitment to improving traffic flow throughout the region. Seventy-one signals were retimed in 2021.

RTC does not own any traffic signals, but supports local jurisdictions in the maintenance and operation of the signals. The RTC receives real-time data from signals and assesses how well they are performing. The RTC also works on various projects to upgrade methods of detecting vehicles at intersections, which also helps to optimize timing at signalized intersections.

RTC engineers use information from the National Cooperative Highway Research Program and the Manual of Uniform Traffic Control Devices to bring the traffic signals up to current standards and

improve safety. As part of the retiming process, crosswalks can be measured and pedestrian crossing times calculated. To report traffic signal issues, call (775) 355-ROADS.



LOCATIONS OF UPDATED AND RE-TIMED SIGNALS:

- Virginia Street (Peckham Lane to Vassar Street) – 12 Signals
- Plumb Lane (Hunter Lake Drive to I-580) – 11 Signals
- Kietzke Lane (E. 2nd Street to Peckham Lane) – 8 Signals
- Moana Lane (Virginia Street to Neil Road) – 4 Signals
- S. Virginia Street (Kietzke Lane to S. McCarran Boulevard) – 3 Signals
- S. Kietzke Lane (S. Virginia Street to Sierra Rose Drive) – 5 Signals
- S. McCarran Boulevard (Neil Road to Caughlin Ranch Parkway) – 10 Signals
- W. McCarran Boulevard (Plumb Lane to Kings Row) – 9 Signals
- Mae Anne Avenue (Sierra Highlands Drive to W. McCarran Boulevard) 3 Signals
- Lemmon Drive (SB US 395 to Military Drive) – 4 Signals
- Sky Vista Drive (Vista Knoll Parkway to Lemmon Drive) – 2 Signals

SUPPORTING SAFE ROUTES TO SCHOOL

The RTC funds the two full-time coordinators of the Safe Routes to Schools Program (SRTS) with the Washoe County School District (WCSD), a civilian position and a sworn school police officer. The overarching goal of SRTS is to reduce the number of vehicles within the vicinity of K-12 schools and through education and encouragement of students and parents, to increase the number of students commuting to and from school by walking or bicycling. The new Infrastructure Investment and Jobs Act (IIJA) has expanded SRTS to include high school students.

RTC supports all of SRTS events, promoting and bringing awareness to students walking and biking. RTC plays an intricate role in the sustainability of the WCSD SRTS program. In the past RTC has granted TA Set Aside funding that provided the school district with a law enforcement aid, called the Electronic Ticket Writers. TA Set-Aside funding has also been allocated through RTC for SRTS to work with the local jurisdictions and purchase and install new Rectangular Rapid Flashing Beacons and solar speed feedback signs. TA Set-Aside funding will also purchase safety items, such as vests for crossing guard support.



VISION TRUCKEE MEADOWS ZERO

The Vision Zero Truckee Meadows task force, with the support of local leaders, has made a commitment to take action to bring the number of fatalities on our roadways to zero by 2030. One fatality is one too many and Vision Zero is not a tagline, or even a program. It's a fundamental shift in the way our community is approaching the issue of safe mobility. The task force looks at every serious-injury crash and fatality as an opportunity to learn how to prevent another crash, without placing blame.

In 2021, there was a 16.67% decrease in pedestrian fatalities in Washoe County, compared to 2020. In 2021, Nevada had the highest roadway fatalities on record with 382 fatalities statewide. Washoe County reported 42 roadway fatalities in 2021 which is down by 17.65% from 2020 with 51 reported fatalities.

RTC 2021 PLANNING STUDIES



Bicycle, Pedestrian and Wheelchair Count Annual Report *2021 Report Pending Approval*

RTC completed its seventh year of the report which tracks performance targets for alternative-mode share and utilization of regional facilities. Going forward, this program will be revised to focus on critical locations that provide the most valuable data for informing future multimodal transportation investments. The program will also begin conducting before and after counts of projects that are implemented to better track the usage and benefits of new facilities.

University Area Transportation Study Alternative Analysis 2021

The study evaluates current and future development plans within the gateway area of the UNR campus, and identifies potential connectivity, safety, and access improvements for multimodal transportation on regional roads. The study incorporates the design and implementation of the Virginia Street

Bus RAPID Transit Extension Project. A contingency amount was utilized to develop planning level design alternatives for improvements to 6th Street as well as an alternatives analysis of a new roadway connecting 9th Street to Wells Avenue.

Lemmon Valley – Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study *Approved September 2021*

This study evaluated a potential roadway connection alternatives between the Lemmon Valley and Spanish Springs areas, as well as identify current traffic operations and potential safety improvements on the existing Eagle Canyon Drive.

Electric and Alternative-Fuel Vehicle Infrastructure and Advanced-Mobility Plan

Pending Approval

This study examines the role of technology and shared mobility as transportation options continue to evolve in Washoe County, and identifies potential safety, air quality, and equity implications. It also evaluates potential advanced-mobility design options for the area and provides a summary and evaluation of preferred technological platforms and national best practices.

2050 Regional Transportation Plan (RTP)

Approved March 2021

The 2050 RTP identifies the long-range vision for transportation investments that will improve safety and mobility in the Reno-Sparks metro area. The plan was built on extensive community engagement and included a data-driven, performance-based evaluation of transportation solutions for all modes of transportation, including walking, biking, transit, and driving.

Transit Optimization Plan Strategies (TOPS)

Estimated Completion Summer 2022

The FY 2023-2027 TOPS was previously known as RTC's Short-Range Transit Plan (SRTP). This document is the operating and capital business plan to guide transit service delivery over the next five years. The RTC typically updates the TOPS every three to five years. TOPS will recommend strategies for: retaining current transit riders and attracting new ones, improving customer service, improving and combining technology, and making RTC's operations financially sustainable.

Public Participation Plan

Estimated Completion Spring 2022

The Public Participation Plan articulates the RTC's commitment to an open and transparent interface with the public and with relevant agencies to support the regional transportation planning process. Collaboration with the public allows for innovative ideas to emerge that address complex transportation issues. Strong community support for the planning process will greatly enhance implementation of the RTC's plans and programs. The existing plan was last updated in 2017.

McCarran Boulevard Corridor Study

Estimated Completion Winter 2022

This study kicked off in the summer of 2021, and will take an in-depth look at transportation issues and opportunities along the 23-mile ring road encircling the Reno-Sparks urbanized area. The study began by researching and analyzing existing conditions along the corridor, including traffic volumes, safety, transit service, pedestrian and bicycle facilities, and land use. Next, the study will identify different types of transportation needs, based on a combination of technical analysis and community/stakeholder outreach. The end result will be a set of recommendations for improving mobility and safety and enhancing economic development opportunities along the corridor.

PUBLIC TRANSIT & OPERATIONS

The RTC is the proud provider of public transportation in the greater Reno-Sparks area, providing residents and visitors with safe and reliable bus service. We are committed to making each trip a pleasant one with our clean, modern bus fleet, and professional and courteous coach operators.



4,123,036 million rides on RTC RIDE

86.3% On-time Performance for RIDE



129,391 trips on RTC ACCESS

86.28% On-time Performance for ACCESS



969,996 rides taken on RTC RAPID Virginia Line & RT 1

602,424 rides taken on RTC RAPID Lincoln Line - & RT 11

68 buses in the RTC RIDE fleet

26 Routes

44 Vans in the RTC ACCESS Fleet



FLEXRIDE SERVICE

At the February 19, 2020 Board meeting, the RTC Board approved the new pilot Sand Harbor/Tahoe FlexRIDE pilot transit route from south Reno to Lake Tahoe. The service started in May 2021 during RTC's planned service change and used RTC's FlexRIDE service vehicles.

The route began at The Summit Mall's park and ride area, then traveled up Mt. Rose Highway/State Route 431 to Incline Village. A one-way trip is about 25-35 miles and takes about 55 minutes.

Sparks/Spanish Springs
39,676 Rides



North Valleys
25,571 Rides



Somerset/Verdi
1,468 Rides



New Pilot Sand Harbor/Tahoe
346 Rides



Strike Contingency
2,192 Rides

INNOVATIVE TRANSPORTATION SOLUTIONS

The RTC Board approved \$1,215,906 in grant funding for four 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.

Selected projects support the goals and strategic objectives in the RTC-developed Coordinated Human Services Public Transportation Plan (CTP) approved by the board in December 2020. 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 2021:

- **Access to Healthcare Network (\$916,673)** - Continued operation of the Non-Emergency Medical Transportation Program. Funds helped purchase two 12-passenger vans and the continuation of the dispatch Transportation Hotline serving more than 9,000 low-income individuals annually; plus direct operating costs associated with the vans to provide a projected 14,391 non-emergency medical related trips.
- **Neighbor Network of Northern Nevada (\$629,040)** – (Expansion). Development of system software intended to incorporate Mobility as a Service (MaaS); User-side subsidy (Capital) to provide approximately 482 vouchers to disabled individuals applied directly to a participant's Lyft account. The project will require mobility management support, outreach and development of Nevada's first statewide transit association, providing an estimated 4,160 trips annually.
- **UNR/Senior Outreach Services (\$157,908)** – (Expansion). This project provides transportation for adults over 60 years old who are frail, homebound and low-income residents of Washoe County with limited access to other transportation options. An estimated 4,800 trips are projected to be provided annually.
- **Volunteers of America (VOA) (\$305,543)** – (New). This project provides vital transportation specifically for seniors/disabled clients at the Nevada CARES Campus. Transportation will be provided free of charge and will assist clients with drop-offs and pick-ups for medical appointments, employment interviews and housing opportunities. An estimated 14,976 trips are projected to be provided annually.

Learn more at <https://www.rtcwashoe.com/public-transportation/accessibility>

RTC ELECTRIC BUS PROGRAM EXPANSION

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We added new buses to the fleet in 2021. Two new Proterra electric buses were placed into service on the new Virginia Line BRT in February, 2021 making our total electric vehicle count 23. Then 17 New Flyer hybrid electric buses were placed into service in January 2021.

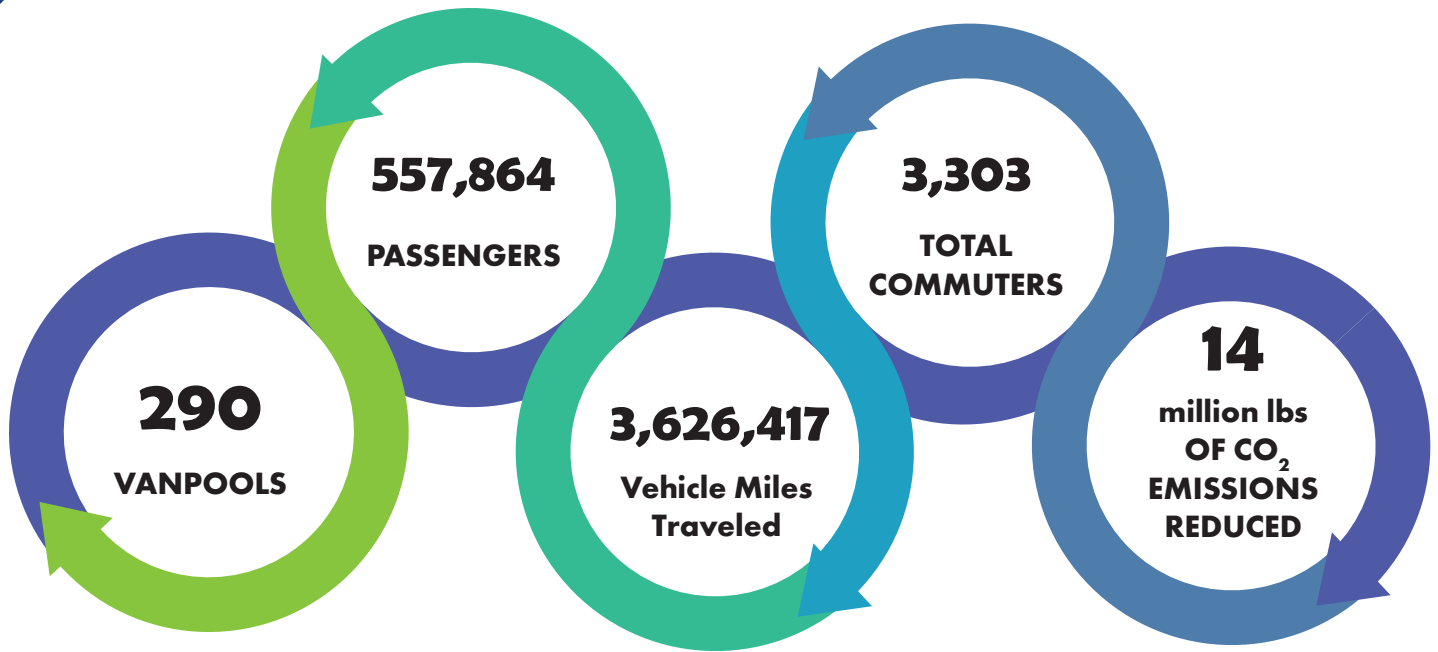
The Board approved the purchase of 20 new Hybrid Electric vehicles in April, 2021. The initial 12 have been received and placed into service in March 2022, and we expect to receive the remaining 6 the end of July beginning of August, 2022.

In December 2021, the Board approved the purchase of fifteen (15) compressed natural gas (CNG) fueled paratransit vehicles. We expect to take delivery of those vans by the end of 2022.



RTC SMART TRIPS

RTC's SMART TRIPS program offers a VANPOOL service, a trip-matching service for individuals who carpool, bike or walk together and a bus pass subsidy program through community outreach and education. The RTC VANPOOL service is the fastest-growing segment of the SMART TRIPS program, helping to meet the transportation needs of the region's workforce in our expanding economy.



'TAP-TO-BOARD' FEATURE NOW AVAILABLE ON RTC TRANSIT

Riding RTC transit services just got a lot easier now that you can buy your bus pass on your phone and tap to board on all RTC transit vehicles, including RIDE, ACCESS, and FlexRIDE!

If you take the bus, you know that using the Token Transit App on your smartphone is the easiest way to purchase your bus pass. Now, Token Transit has taken it a step further and made it even easier to use your phone to board the bus. Once you have the app downloaded and have purchased your ticket,

just place your phone near the white Token Transit validator on the fare box to board. A beep and a light equal a valid ticket.

The Token Transit app is FREE for Apple and Android devices. It allows you to purchase whatever passes you need right on your smartphone. You can link the app to your debit or credit card, so it eliminates the need to use cash to buy paper passes.

CUSTOMER SERVICE

842

Questions/Comments
responded to via
rtcwashoe.com

\$546,644

Pass Vending
Machine Sales

37,986

Questions/Comments
responded to via phone

113,649

passes sold

**NextBus
has a new face**



Real-time bus arrival information

- Text the bus stop number to 41411
- Call in the bus stop number to (775) 473-1065
- Go to rtcwashoe.com

Throughout 2021, the RTC added GPS coordinates to bus stop signs enhancing the public transit network and convenience to riders.



\$426,263

In Sales



410,268

Estimated
Trips Taken



70,188

Tickets
Sold



9,065

Unique
Customers

SOCIAL MEDIA

FACEBOOK

Post Reach: 235,421
Engagement: 43,636

Number of Posts: 245
Video Views: 22,554

TWITTER

Impressions: 368,371
New Followers: 176

Mentions: 1,447
Number of Tweets: 200

INSTAGRAM

Total Followers: 1,281
Post Reach: 8,944

Post Likes: 973
Post Comments: 30

YOUTUBE

Hours of Watch Time: 1,281
Videos: 57

Views: 66,472
New Subscribers: 67

MEDIA

87 Public Meetings,
Presentations & Other Events
116 Media Interviews

52 Road Ahead Segments
on KOLO
56 Press Releases



IN MEMORIAM OF MICHAEL MORENO



It is with deep sadness the RTC announces that longtime RTC employee and Public Affairs Manager Michael Moreno has passed away. Michael started at the RTC on May 13, 2002 as a Marketing Associate. He also worked as the Community Outreach Officer, Public Information Officer, and was promoted to Public Affairs Manager in 2014.

Michael has been an integral part of the RTC over the years. His leadership shaped the RTC's award-winning community outreach strategies, and he was instrumental in creating the RTC's long-standing public affairs television segment, *The Road Ahead*, on KOLO 8 News Now. He led communications

efforts for some of the RTC's largest projects, including the SouthEast Connector, the Virginia Street Project, the 4th Street/Prater Way Project, the Pyramid/McCarran Intersection Project, and many, many more. He also helped to create and implement the RTC's federal strategies.

Michael truly shined at work and his legacy at the RTC will live on. He enjoyed networking and advocating for the RTC's plans, projects, and programs to anyone who would listen. Our deepest condolences to his family, friends, and colleagues. He will be greatly missed.



RTC of Washoe County
1105 Terminal Way
Reno, Nevada
(775) 348-0400

RTC 4TH STREET STATION
4th and Lake Streets
Reno, Nevada
(775) 348-RIDE

RTC CENTENNIAL PLAZA
Victorian Avenue and 15th Street
Sparks, Nevada
(775) 348-RIDE

2021 Annual Report
rtcwashoe.com



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 6.2

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022).

BACKGROUND AND DISCUSSION

The Board adopted a pay-for-performance (PFP) policy in FY 2012-2013 that increased Board involvement and agency transparency with the overall performance of agency goals. The Board is being asked to rate the overall performance of the agency for FY 2021. The rating is an opportunity to provide direct feedback regarding the direction and accomplishments of RTC. A summary of RTC FY 2022 agency goals and accomplishments is attached. As a matter of practice, the Board is asked to rate the overall agency performance on a range of 0.6 to 1.5, with 1.5 being the highest rating possible. The Board rated the agency 1.5 in 2021.

The agency performance rating is a factor in adjusting compensation for staff. The RTC has 64 employees. Employees receive an annual performance evaluation based on individual fiscal year goals and may be eligible for a PFP increase effective July 1. Evaluations are conducted during May and June each year, which is referred to as common review. The 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 and is proportionally distributed to each employee based on the employee's base salary. Directors have the discretion to award the other two-thirds of the pool based on their assessment of individual employee performance.

FISCAL IMPACT

Funding for this item is included in the FY23 budget.

PREVIOUS BOARD ACTION

The Commissioners have approved the following agency rating scores in the past:

Rating	Month/Year
1.5	May/2021
1.5	May/2020
1.5	May/2019
1.5	May/2018
1.4	May/2017
1.5	May/2016
1.4	May/2015
1.4	June/2014
1.3	May/2013

ATTACHMENT(S)

- A. Summary of RTC FY 2022 Agency Goals and Accomplishments

NAME	DEPARTMENT	STATUS	FY22 GOAL STATUS
Begin Design - a. Lemmon Drive Segment 2 - b. NEPA on Arlington Bridges Replacement Project	Engineering	Complete	- a. Agency preferred alternative selection and 30% design is complete. Final design is underway of the preferred alternative. - b. Design and NEPA have begun on the preferred alternative. Kick off occurred in December 2021 and a public informational meeting was held on March 2022.
Begin Project Construction - a. Lemmon Drive Segment 1 - b. Oddie/Wells Multimodal - c. Package 3 ADA Access Transit & Pedestrian Connectivity - d. Sparks Boulevard Widening (early action phase)	Engineering	Complete	- a. Construction started July 2021. - b. Construction started March 2022. - c. Currently under construction and will be substantially complete this fiscal year. - d. Revisited following a bid attempt. Expected to be re-bid in May with scope adjustment and clarifications.
Begin Reconstruction/Rehabilitation - a. Golden Valley Road - b. Kings Row Phase 1 - c. Newport Lane - d. Reno Consolidated 20-01 - e. Reno Consolidated 21-01 - f. Sparks Consolidated 21-01	Engineering	Complete	- a. Construction is complete. - b. Construction is complete. - c. Construction is complete. - d. Construction started March 2022. - e. Construction is complete. - f. Construction is complete.
Pavement Preservation - Complete 150 lane miles of Pavement Preservation - Increase public awareness of program	Engineering	Complete	167 miles of pavement preservation has been completed. To increase public awareness of the program, press releases including the importance of this program were issued prior to construction. Additionally, presentations on these projects were made to Neighborhood Advisory Boards and Access Advisory Committee meetings.

NAME	DEPARTMENT	STATUS	FY22 GOAL STATUS
Complete Construction Bidding Process for Sky Vista Project	Engineering	Complete	Bidding for this project opened in April 2022 and bids are due 05/18/2022. Goal on track to be complete by end of fiscal year.
Complete due diligence on 4th Street Station expansion	Engineering	Complete	A notice to vacate was approved by the City of Reno in April 2022.
<p>Mill Street Multimodal</p> <ul style="list-style-type: none"> - Identify alternatives for Mill Street Multimodal (Kietzke Lane to McCarran Boulevard) - Present alternatives for Mill Street Multimodal (Kietzke Lane to McCarran Boulevard) 	Engineering	Complete	For the Mill Street Widening/Capacity project (Kietzke Lane to Terminal Way) a preferred alternative has been selected and designed to 50% with final design underway. For the Mill Street Multimodal project (Terminal Way to McCarran Boulevard) construction has started.
Pursue Federal Funding/Earmarks: Arlington Avenue Bridge	Engineering	Complete	A \$7 million grant was received from the U.S. Department of Transportation was received in November 2021. An additional \$2 million Community Project Request was received in March 2022.
<p>Update</p> <ul style="list-style-type: none"> - a. Intelligent Transportation Systems Master Plan - b. RRIF 7th Edition - c. RTC-local jurisdiction agreements regarding transit projects, facilities and operations - d. Street and Highway Policy 	Engineering	Complete	<ul style="list-style-type: none"> - a. A consultant is onboard and is conducting work to update this plan. The first milestone for this update is expected to be delivered in November 2022. - b. RRIF 7th Edition in effect as of January 2022. - c. Interlocal Cooperative Agreements for FY22 projects approved by Reno, Sparks, and Washoe County. - d. Street and Highway Policy will come to the Board at their June 2022 meeting.
Complete Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan	Planning	Complete	The final Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan is expected to be brought to the Board on the May 2022 agenda.

NAME	DEPARTMENT	STATUS	FY22 GOAL STATUS
Continue NDOT Collaboration - SBX - US395 North - Mt. Rose - Geiger Grade Roundabout	Planning	Complete	<p>Continued NDOT collaboration is evidenced by on going funding to commitment to SBX. Additionally, RTC completed preliminary design and all right of way acquisition obligations associated with the construction of a shared use path along the Truckee River. NDOT will complete design and construct the path in FY 2023.</p> <p>RTC is providing application assistance to NDOT for an INFRA grant related to US395 North.</p> <p>The Board received a presentation on the draft report for the Mt. Rose Corridor Study at their February 2022 meeting. The study includes the Geiger Grade Roundabout.</p>
Identify additional CMAQ funding opportunities	Planning	Complete	<p>The Infrastructure Investment and Jobs Act increased our allocated amount of CMAQ funding. This will be used to support the U-Pass, Trip Reduction, FlexRIDE and VanPOOL programs, allowing for increased spending on Streets & Highways projects as well.</p>
Define timeline for Vision Zero Truckee Meadows Action Plan action items and complete identified items in support of Vision Zero and Safe Routes to School programs	Planning	Complete	<p>Staff are currently compiling crash data received from State of Nevada. Vision Zero will discuss updating the Action Plan at their June 2022 meeting. Additionally, Safe Routes to School was supported through financial contributions, including TA Set-aside grants.</p>
Identify steps to assess and address needs on Eagle Canyon from Neighborhood to W Calle de la Plata	Planning	Complete	<p>The Lemmon Valley-Spanish Springs Connector (formerly Eagle Canyon Extension) Alignment Alternatives and PEL Study was presented to the Board at their September 2021 meeting. Additionally, staff is engaging with the Reno-Sparks Indian Colony to further this project.</p>

NAME	DEPARTMENT	STATUS	FY22 GOAL STATUS
Initiate - a. McCarran Loop Planning Study - b. Verdi Planning Study	Planning	Complete	- a. Study has been initiated with public presentations occurring in April 2022. - b. Study has been initiated with technical advisory committee meeting in May 2022.
Initiate study to assess and address pedestrian safety and vehicle needs on Wells (south of Mill)	Planning	Complete	A number of safety improvements have been made to this area this year, including ongoing signage improvements, an RRFB installed at Wells & Moran, and an additional RRFB being placed in the near future through an endowment from Commissioner Delgado. Staff is working with the City of Reno to evaluate additional needs.
Update: Active Transportation Master Plan	Planning	Complete	Currently undergoing a post-construction pilot study in midtown. Will use that information to kickoff this update in June 2022.
Downtown Reno Partnership coordination and operations to enhance safety at 4SS	Public Transportation	Complete	RTC collaboration with the Downtown Reno Partnership is in place and enhancing safety at 4SS with an average of 9 Ambassador visits a day in April 2022.
Implement and complete construction on RTC facilities projects - a. Modernization of Terminal Way elevators - b. Peppermill BRT Station - c. Terminal Way multiple purpose room	Public Transportation	Complete	- a. Construction to be substantially complete in June 2022. - b. Construction scheduled to begin in August 2022. - c. Construction to be substantially complete in June 2022.
Implement FlexRIDE Tahoe Service Pilot	Public Transportation	Complete	FlexRIDE Tahoe Service Pilot implemented for Summer 2021.
Increase annual RTC RIDE ridership by 15% over FY21	Public Transportation	Complete	Targeted student ridership has increased. UNR pass usage is up 53% over FY21 and TMCC pass usage is up 35% over FY21.

NAME	DEPARTMENT	STATUS	FY22 GOAL STATUS
Pursue Federal Funding/Earmarks: BRT South Extension	Public Transportation	Complete	\$300,000 Transit-Oriented Development planning grant from the U.S. Department of Transportation Federal Transit Administration was received in January 2022 to envision and plan for the future expansion of the Virginia Line BRT service to South Reno.
Secure Federal funding for Hydrogen Fuel Cell Pilot Project through completion of formal grant set-up	Public Transportation	Complete	In March 2022, the Board approved a consultant to begin studying \$6.5 million Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project.
Update Transit Optimization Plan Strategies <ul style="list-style-type: none"> - Bus stop prioritization by volume - Feasibility of FlexRIDE expansion in outlying areas - Single transit app 	Public Transportation	Complete	The Transit Optimization Plan Strategies includes all these items. The Board received an update at their April 2022 meeting.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 6.3

From: Stephanie Haddock, CGFM, Director of Finance/CFO

AGENDA ITEM

Review a report from the RTC's Director of Finance regarding the Fiscal Year 2023 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2022, as required by NRS 373.067 and WCC § 20.43416.

BACKGROUND AND DISCUSSION

NRS 373.066 allows counties to impose by ordinance taxes on fuel sold in Washoe County that are adjusted to inflation annually. The purpose of the annual adjustments (or "indexing") is to preserve the purchasing power that would otherwise be lost due to inflation in the cost of street and highway construction.

Washoe County imposed the indexed fuel taxes by ordinance at WCC § 20.434 et seq. following voter approval at the 2008 general election of Ballot Question No. RTC-5, and the enactment of Senate Bill 201 (2009) which was codified in NRS 373.066. Washoe County also previously imposed certain indexed fuel taxes pursuant to NRS 373.065(d)(1) and WCC §§ 20.3683, 20.3684 and 20.3685, but those taxes are no longer adjusted annually and are fixed at the amounts that were in effect on January 1, 2010.

The indexed fuel taxes are adjusted each fiscal year pursuant to the formula prescribed by NRS 373.066 and the Washoe County ordinance. The adjustment does not require action by the Board of County Commissioners or the RTC Board to become effective. Washoe County and the State have entered into an agreement pursuant to which the State, through the Department of Motor Vehicles, agrees to perform indexing, collection and administrative functions with respect to the fuel taxes, including the calculation of each annual increase, as required by NRS 373.070(2) and WCC § 20.43419.

Before the effective date of each increase (i.e., before July 1 each year), the RTC Board is required to review the following at a public meeting pursuant to NRS 373.067(2)(b)(1) and WCC § 20.43416(1):

- (a) The amount of that increase and the accuracy of its calculation;
- (b) The amounts of any annual increases imposed by [the indexed fuel tax ordinance] in previous years and the revenue collected pursuant to those increases;
- (c) Any improvements to the regional system of transportation resulting from revenue collected pursuant to any annual increases imposed by [the indexed fuel tax ordinance] in previous years; and
- (d) Any other information relevant to the effect of the annual increases on the public.

RTC is then required to submit to the Washoe County Board of Commissioners “any information [RTC] receives suggesting that the annual increase should be adjusted.” NRS 373.067(2)(b)(2); WCC § 20.43416(2).

Attached is a report from the RTC’s Director of Finance. The report presents the information that the RTC Board is required to review at a public meeting. The adjustment that will become effective on July 1, 2022 is a 2.4% increase in the fuel taxes. RTC’s Director of Finance has confirmed these calculations with the RTC of Southern Nevada. The RTC of Washoe County and RTC of Southern Nevada coordinate, independently verify and confirm they have the same calculations each year because the same percentage adjustment is made in both counties based on the same statutory formula.

Following this review, the Director of Finance will submit this staff report and the attached report to the Board of County Commissioners, c/o the Washoe County Finance Manager. The RTC’s Director of Finance has already notified the Department of Motor Vehicles of RTC’s calculations. The Department of Motor Vehicles independently confirms those calculations and will begin collecting and administering the increased taxes on July 1, 2022.

FISCAL IMPACT

There is no fiscal impact to the FY 2022 Budget associated with Board action. The revenues generated in FY 2023 by the indexed fuel taxes will be programmed in the FY 2023 budget.

PREVIOUS BOARD ACTION

- | | |
|-------------------|---|
| March 18, 2011 | Approved a resolution to use the “Producer Price Index for Other Non-Residential Construction,” instead of the discontinued “Producer Price Index for Highway and Street Construction,” as authorized by NRS 373.066(5)(d). |
| Beginning in 2010 | Annually reviewed the calculations of the new indexed fuel taxes (based on the Producer Price Index) that became effective July 1 of 2010 and after. |
| Prior to 2010 | Annually reviewed the calculations of the previous indexed fuel taxes (based on the Consumer Price Index) that became effective July 1 of 2004, 2005, 2006, 2007, 2008 and 2009. |

ATTACHMENT(S)

- A. 2022 Report regarding Indexed Fuel Taxes



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

2022 REPORT REGARDING INDEXED FUEL TAXES

This report presents the information that the RTC is required to review at a public meeting pursuant to NRS 373.067(2)(b)(1) and WCC 20.43416(1).

BACKGROUND:

In November 2008, the voters in Washoe County passed ballot question RTC-5 which was a measure to ensure a portion of the funding necessary to implement the 30 year Regional Transportation Plan (RTP). RTC-5 proposed adjusting or “indexing” fuel taxes annually to recapture the purchasing power being lost due to inflation in the cost of street and highway construction. RTC-5 proposed to change the existing indexing basis from the Consumer Price Index (CPI) to the Producer Price Index (PPI). RTC-5 also recaptured the lost purchasing power on the federal and state fuel taxes being paid in Washoe County by indexing the federal and state taxes on gas, alternative fuels, and diesel. The Nevada State Legislature approved enabling legislation for RTC-5 with the passage of Senate Bill 201 (2009), and the Washoe County Commission subsequently enacted the implementing ordinance in August 2009. Collections of the PPI indexed fuel taxes began on January 1, 2010, and the local governments and the RTC received the first proceeds in March 2010.

THE AMOUNT OF THE INCREASE AND THE ACCURACY OF ITS CALCULATION:

On July 1, 2022, an inflationary adjustment of 2.4% will be made to the motor vehicle fuel tax rates in Washoe County, increasing rates on a cents per gallon basis as follows:

Fuel Type	Local		Total
	RTC	Governments	
Gasoline/ Gasohol	1.8897	0.2969	2.1866
Diesel	2.0783	-	2.0783
LPG	1.6061	-	1.6061
CNG	1.5662	-	1.5662
A55 ⁽¹⁾	0.7572	-	0.7572

(1) Emulsion of water based hydrocarbon

Exhibit A shows the rolling ten-year average PPI rates from the U.S. Bureau of Labor Statistics associated with the fuel taxes for local governments (NRS 365.190, 365.560, 365.180, 365.550, 365.192, and 365.562) and the RTC fuel tax (NRS 373.066).

Note, in July of 2010 the Bureau of Labor Statistics modified the publication structure for Material and Supply inputs to the Construction Industry. As a result, the PPI index for Highway and Street Construction (BHWY code) was discontinued and replaced with the PPI index for Other Nonresidential Construction (WPUIP2312301 code). The RTC Board of Commissioners approved a change to the new index in March 2011 as authorized by NRS 373.066(5)(d).

THE AMOUNTS OF ANY ANNUAL INCREASES IMPOSED IN PREVIOUS YEARS AND THE REVENUE COLLECTED PURSUANT TO THOSE INCREASES:

On January 1, 2010, in order to transition to the PPI index, the CPI indexed amount was frozen at the rate in effect and the new indexing provisions calculated on the PPI rate were implemented on the local, state and federal tax rates for gasoline, and state and federal tax rates for diesel and other special fuels.

The following are the previous rolling ten year PPI index increases:

<u>Fiscal Year</u>	<u>PPI Rate</u>
2022	1.32%
2021	2.10%
2020	1.30%
2019	1.98%
2018	2.15%
2017	3.43%
2016	5.25%
2015	6.05%
2014	6.22%
2013	5.81%
2012	4.98%
2011	5.18%
2010*	6.20%

*Effective January 2010

Prior to that, there were CPI index adjustments in 2004, 2005, 2006, 2007, 2008, and 2009. Note, due to the timing requirement to implement the increases, preliminary index rates are used for the last two months of the calendar year. All indexes from the Bureau of Labor Statistics are subject to revision up to four months after publication. The indexes will be trued up in the calculation of the next year's 10 year average calculations.

The annual incremental changes in Motor Vehicle Fuel Tax in Washoe County due to PPI increases are as follows per WCC 20.43416(1)(a):

Annual Increases in Cents per Gallon

Fiscal Year	10 Yr. Avg. PPI	<u>Gasoline/Gasohol</u>			Diesel	LPG	CNG	A55⁽¹⁾
		RTC	Local Govt's.	Washoe County Total	<u>RTC Only</u>			
2023	2.40%	1.8897	0.2969	2.1866	2.0783	1.6061	1.5662	0.7572
2022	1.32%	1.0260	0.1612	1.1872	1.1284	0.8720	0.8503	0.4111
2021	2.10%	1.5987	0.2513	1.8499	1.7582	1.3587	1.3250	0.6406
2020	1.30%	0.9769	0.1535	1.1305	1.0744	0.8303	0.8097	0.3915
2019	1.98%	1.4518	0.2281	1.6800	1.5968	1.2339	1.2033	0.5818
2018	2.15%	1.5511	0.2438	1.7949	1.7060	1.3183	1.2856	0.6215
2017	3.43%	2.3925	0.3760	2.7686	2.6314	2.0334	1.9830	0.9587
2016	5.25%	3.4794	0.5468	4.0262	3.8267	2.9571	2.8838	1.3942
2015	6.05%	3.7808	0.5942	4.3750	4.1582	3.2134	3.1336	1.5150
2014	6.22%	3.6595	0.5751	4.2346	4.0247	3.1102	3.0330	1.4663
2013	5.81%	3.2305	0.5077	3.7382	3.5530	2.7457	2.6775	1.2945
2012	4.98%	2.6377	0.4146	3.0522	2.9010	2.2418	2.1862	1.0569
Total		27.6747	4.3492	32.0238	30.4370	23.5209	22.9371	11.0892

(1) Emulsion of water based hydrocarbon

The following are the amounts of PPI indexed revenues collected through FY 2021 per WCC 20.43416(1)(b):

PPI Revenues

Fiscal Year	RTC⁽²⁾	Local Governments
2021	\$ 73,708,014	\$ 8,290,883
2020	67,503,638	7,680,592
2019	67,780,011	7,824,459
2018	62,519,649	7,300,669
2017	56,953,775	6,629,077
2016	50,409,644	5,827,176
2015	41,564,035	4,850,891
2014	32,534,203	3,804,079
2013	24,740,803	2,888,994
2012	18,075,929	2,092,874
2011	12,288,597	1,419,438
2010 ⁽¹⁾	3,241,425	374,925

(1) Effective January 2010

(2) RTC amounts reported in the FY13 Indexed Fuel Report to the Board of Commissioners included CPI indexed amounts in the reported revenues. This report excludes CPI indexed revenues which were no longer collected after implementation of the PPI index in January 2010.

The estimate for RTC’s PPI indexed revenues for FY 2022 is \$80,722,140.

LIST OF IMPROVEMENTS TO THE REGIONAL SYSTEM OF TRANSPORTATION RESULTING FROM REVENUE COLLECTED PURSUANT TO ANY ANNUAL INCREASES IMPOSED IN PREVIOUS YEARS:

The total estimated amount of revenue from indexed fuel taxes distributed to the RTC including CPI since inception is \$592.2 million through December 2021. This entire amount has been programmed along with other fuel tax revenues for road project implementation and as the pledged revenue for debt service of \$305 million in outstanding bond debt as of July 1, 2022. The bonds were sold to fund road projects. Indexing serves as major part of the pledged revenue for repayment of the bond debt service. As of August 2016, all the proceeds from the bond sales have been expended and the RTC is back to primarily funding road projects with indexed fuel tax revenues. A complete list of the historical bond funded projects can be found in Exhibit A. A list of the FY 2021 indexed fuel tax funded projects can be found in Exhibit A.

INFORMATION RELEVANT TO THE EFFECT OF THE ANNUAL INCREASE ON THE PUBLIC:

RTC has received and responded to public comment, public inquiries and media inquiries regarding the possibility of repealing or stopping the indexed fuel tax. RTC staff has tried to explain that the PPI increases have been a negligible part of the dramatic increases in the cost per gallon of motor vehicle fuel over the past 12 months. RTC staff attended the April 6, 2022 Citizens Multimodal Advisory Committee (CMAC) meeting and the April 7, 2022 Technical Advisory Committee (TAC) meeting to explain the increase that will automatically go into effect on July 1, 2022.

Exhibit A

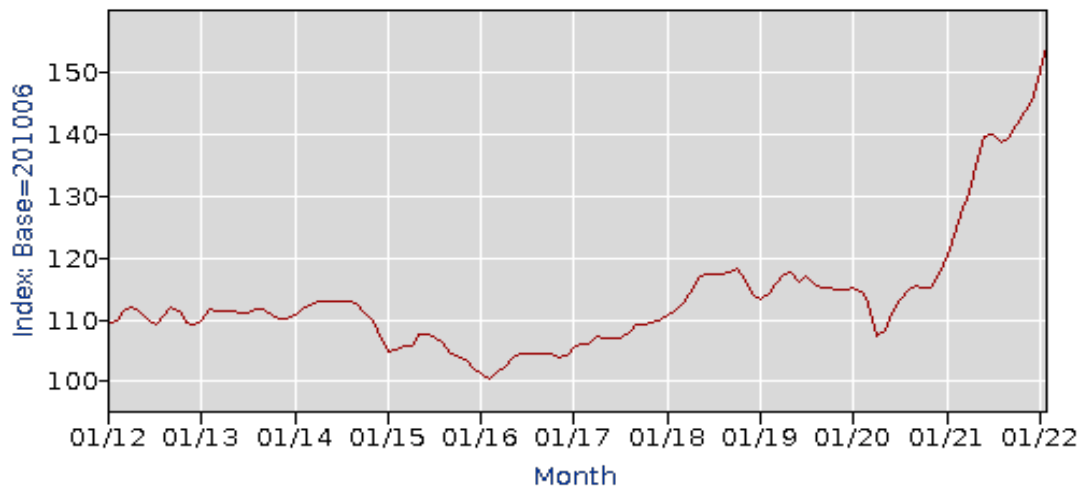
PRODUCER PRICE INDEX AVERAGE ANNUAL CHANGE ROLLING 10 YEARS

Source: Bureau of Labor Statistics, Other Non-residential Construction Index

10-Year Range	2012-2021
	1.7%
	0.5%
	0.5%
	-5.6%
	-2.1%
	4.1%
	7.1%
	0.2%
	-2.0%
	19.6%
Rolling Avg	2.40%

Producers Price Index-Commodities

Series Id: WPUIP2312301 - PPI Commodity data for Inputs to other nonresidential construction, goods, not seasonally adjusted



Bond Funded Projects As of December 31,2016

Project Number		Project Termini	Total
Multi	Pre Bond Project expenditures 1/26/09 - 6/26/09		\$ 676,250.00
212025	Bravo	Mt. Limbo / Ramsey	868,552.43
242011	Bridge St. / Caughlin Pkwy	Bridge - RRX/3rd; Caughlin - Longknife/McCarran	1,082,999.02
212035	Coliseum / Yori	Peckham / Gentry	760,551.79
222013	E. Glendale	McCarran / RR Xng	1,226,316.58
222020	E. Lincoln	Stanford / Howard	927,254.61
212021	Echo Avenue	Mt. Bismark / Mt. Limbo	982,740.74
222008	El Rancho	McCarran / Sullivan	1,341,018.76
212029	Evans / Highland	Jodi / Enterprise	1,059,969.42
542023	FY11 Bike/Ped Improvements	All jurisdictions	168,526.98
532010	Geiger Grade Realignment		930,831.03
542021	I-580 Northbound Widening		20,000,000.00
222016	International Place / Icehouse Rd.	Glendale / Cul de Sac	454,427.71
244001	Intersection Corrective Maintenance	All	1,465,919.94
244002	Intersection Corrective Maintenance 2	All jurisdictions	1,247,536.73
244003	Intersection Corrective Maintenance 3	All jurisdictions	908,782.27
222017	Larkin / Madison	Greg / Greg	709,203.39
212024	Las Brisas	McCarran / Brittonia	810,415.97
512009	Lemmon Drive	Memorial / US395	247,890.39
222009	Lillard	Brierly / Prater	1,177,260.90
222021	Linda / Southern	Coney Island / Glendale / Greg / Freeport	1,201,904.97
212023	Longley	Houston / Rock	1,068,477.12
222015	Loop / Saloman	Vista / End of Pavement	629,758.51
212036	Mae Anne	Sharlands / Ave. de Landa	1,578,105.21
212015	Mae Anne	Ave. de Landa / Ambassador	641,500.14
212005	Mae Anne Ave. Rehab.	Ave. de Landa / McCarran	34,040.09
212047	Mayberry	Truckee River / Canyon	2,346,436.27
212034	Mayberry	McCarran / California	2,628,315.23
540102	McCarran Sidewalk	Prater / Lincoln	149,880.50
212009	Military Road	Lemmon / Echo	2,780,321.83
212010	Mill Street	Rock / McCarran	1,853,832.71
532005	Moana Lane Widening	S. Virginia / Neil Road	35,600,521.94
212017	Moya Blvd	Redrock / Echo	2,143,451.90
212026	Mt. Rose	Arlington / Plumas	472,072.02
212011	N. Virginia	4th / 5th / Maple / 8th	2,222,151.95
212038	Neil / Gentry / Terminal	Moana / Plumb	28,733.80
212048	Neil / Gentry / Terminal		367,661.85
221001	Nichols	Victorian / Howard	927,641.90
212012	Parr Boulevard	N. Virginia / US 395	2,469,679.82
212030	Parr Circle / Catron Drive	Parr / Parr	1,266,489.18
212044	Peckham	S. Virginia / Kietzke	774,380.46
212013	Pembroke	McCarran / Boynton Bridge	1,716,870.84
532008	Plumb / Harvard	Dual left turn lane	168,196.21
212045	Plumb Lane	Ferris / McCarran	6,675,556.78
532012	Plumb/Terminal ITS	Plumb / Harvard; Plumb/Terminal; Terminal / Mill	289,717.07
540082	Pyramid / McCarran	Intersection	20,570.64
540082	Pyramid / US395 Connector		69,319.56
212022	Ralston / Fifth	2nd / Keystone	1,854,752.80
343010	Regional Road Maint. Patching 10	All jurisdictions	1,213.00
343011	Regional Road Maint. Slurry Seal 10	All jurisdictions	284,974.49
343014	Reg'l Road Maint. Crack Seal 11	All jurisdictions	124,043.11
343017	Reg'l Road Maint. Crack Seal 12	All jurisdictions	559,199.20
343012	Reg'l Road Maint. Patching 11	All	779,063.19
343016	Reg'l Road Maint. Patching 12	All jurisdictions	610,639.56
343013	Reg'l Road Maint. Slurry Seal 11	All	5,261,559.60
343015	Reg'l Road Maint. Slurry Seal 12	All jurisdictions	3,265,362.24
212006	Reno Consolidated 0901	Holcomb / Vassar	1,486,366.81
212016	Reno Consolidated 0902	Matley / Automotive / Louise	1,920,048.49
212018	Reno Consolidated 1001	Crummer/Green Acres/Huffaker	785,000.04
212028	Reno Consolidated 1002	Patriot / Bluestone / Offenhauser / Portman	1,866,519.46
212031	Reno Consolidated 1003	Lakeside / Manzanita	3,168,984.84
212039	Reno Consolidated 1004	Ampere / Reactor / Edison / Brookside / Energy Way	4,370,039.33
212040	Reno Consolidated 1005	Mira Loma / Barron / Louie	863,131.10
212032	Reno Consolidated 1101	1st / State / Washington	1,779,397.81
212033	Reno Consolidated 1102	Brinkby / Lymberry / Grove / Linden	2,850,741.31

Bond Funded Projects As of December 31,2016

Project Number		Project Termini	Total
212041	Reno Consolidated 1103	Gould / Lewis / Prosperity / Sunshine / Kuenzli	1,707,326.79
542019	Reno/Sparks Bike Ped Plan	All jurisdictions	53,697.61
212042	Ridgeview	Plumas / Lakeside	358,493.10
510072	Robb Drive	I80 / Sharlands	117,182.91
222019	Rock Blvd	Glendale / Hymer	841,146.52
532011	SE Connector Phase I	Greg St/Clean Water Way	88,184,041.73
532013	SE Connector Phase II	Clean Water Way/South Meadows	120,524,435.00
530042	SE Connector Plan Alignment		202,034.91
542013	SE McCarran Study	Longley / Greg	96,307.07
542017	SE McCarran Widening Const.	Longley / Greg	39,109,202.14
212027	Security Circle	N. Virginia / N. Virginia	835,226.70
212037	Silver Lake	Stead / Sky Vista	764,518.22
212043	Socrates	McCarran / Sienna	1,914,449.46
222010	Sparks Consolidated 0902	Deming Way / Bergin / Franklin	1,152,135.55
220082	Sparks Consolidated 0903	Freeport / Steneri	2,231,867.08
222011	Sparks Consolidated 1001	Crane / Frazer / Hymer / Pacific / Pittman / Shaber / 15th-21st	5,008,735.59
222022	Sparks Consolidated 1101	Marietta / Snider	1,720,509.21
222025	Sparks Consolidated 1201	Greenbrae/ Merchant	1,724,834.89
222018	Spice Island / United Circle	Greg / Franklin - Spice Island / Spice Island	2,395,074.04
212019	Summit Ridge / Sky Mountain	W. McCarran / 4th	1,545,321.76
232002	Tanburg	7th / Mineral	219,915.75
212020	Taylor Street	Virginia / Kietzke	33,557.58
542025	TE Spot Intersection Project 11/12	All jurisdictions	1,309,401.64
542020	TE Spot Intersection Project 9/10	All jurisdictions	1,354,736.10
5328	US395 / Meadowood Interchange		7,652,863.09
532009	Veterans Parkway / Geiger Grade	Roundabout	5,375,728.77
222012	Victorian Phase II	Pyramid / McCarran	3,351,267.23
522008	Vista / Baring	NB Left turn lane	461,632.80
522007	Vista Boulevard	Los Altos / Wingfield Springs	8,603,385.79
212014	W. 7th Street	Madera Ct. / McCarran	809,705.94
212046	W. Huffaker	Del Monte / Spring Leaf	909,659.64
222014	York	18th / 4th	1,642,597.78
TOTAL			\$ 441,214,065.93

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2021

	Right- of-way Acquisition	Engineering and Inspection	Construction	Total
All Jurisdictions				
2020 Preventive Maintenance	\$ -	\$ 288,268	\$ 4,201,643	\$ 4,489,911
2021 Preventive Maintenance	-	385,630	1,598,969	1,984,599
Bus Stop 19-01	2,750	266,570	156,577	425,897
T/E spot intersection improvements 10	-	128,350	1,455	129,805
Traffic Management 1/2A/2B	-	17,901	147,815	165,716
	<u>2,750</u>	<u>1,086,719</u>	<u>6,106,459</u>	<u>7,195,928</u>
City of Reno				
Arlington Bridges	-	266,953	-	266,953
Center St. Multi-Modal	-	286,404	-	286,404
Golden Valley/Beckwourth	-	22,608	-	22,608
Golden Valley - Yorkshire/Virginia	-	33,272	46,290	79,562
Kings Row - Keystone Ave/Wyoming Ave	1,000	257,452	320,051	578,503
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)	-	150,467	-	150,467
Kuenzil Street Conversion	-	93,416	561,006	654,422
Lakeside Drive - Evans Creek/McCarran	-	189,900	1,415,936	1,605,836
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee	331,091	856,900	-	1,187,991
LiDAR Living Lab & Imple	-	104,445	-	104,445
Mill Street Complete ST	265,523	12,933	-	278,456
Newport Lane	-	85,442	-	85,442
Oddie/Wells Corridor Multi-Modal	125	535,308	-	535,433
Peckham Lane	-	113,842	-	113,842
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	-	13,074	-	13,074
Reno Consolidated 19-03 - Sierra Highlands/Colbert Dr.	-	-	-	-
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	81,416	379,766	-	461,182
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	-	281,343	1,368,456	1,649,799
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	-	312,198	-	312,198
Reno Sparks Indian Colony Riverside Pathway	-	25,985	-	25,985
Southeast Connector Phase 2 - Clean Water/S. Meadows	-	89,227	2,659,776	2,749,003
Traffic Management 3	-	23,644	-	23,644
Traffic Management 4	-	77,840	-	77,840
Virginia St/ Midtown/UNR	2,749,775	1,371,555	11,283,951	15,405,281
West Fourth Street	-	8,159	-	8,159
	<u>3,428,930</u>	<u>5,592,133</u>	<u>17,655,466</u>	<u>26,676,529</u>
City of Sparks				
Greg St.- E. McCarran Blvd/Railroad Tracks	-	87,143	1,193,050	1,280,193
Oddie/Wells Corridor Multi-Modal	125	535,308	-	535,433
Prater Way - Howard Dr./Sparks Blvd	-	393,263	3,549,216	3,942,479
Sparks Blvd Capacity Improvement	-	2,001,829	2,034	2,003,863
Sparks Consolidated 19-01 - 15th St.	-	5,611	97,468	103,079
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	-	204,937	1,272,011	1,476,948
Traffic Management 3	-	23,644	-	23,644
Traffic Management 4	-	11,120	-	11,120
	<u>125</u>	<u>3,262,855</u>	<u>6,113,779</u>	<u>9,376,759</u>
Washoe County				
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	331,091	856,900	-	1,187,991
Southeast Connector phase 2 - Clean Water/S. Meadows	-	22,307	664,944	687,251
Sun Valley Corridor Multi-Modal	(30)	628,576	6,536,140	7,164,686
	<u>331,061</u>	<u>1,507,783</u>	<u>7,201,084</u>	<u>9,039,928</u>
NV Department of Transportation				
Pyramid Hwy./US 395 connector	-	500,000	-	500,000
Spaghetti Bowl Xpress	-	-	10,000,000	10,000,000
Traffic Management 4	-	22,240	-	22,240
	<u>-</u>	<u>522,240</u>	<u>10,000,000</u>	<u>10,522,240</u>
Total All Projects	<u>\$ 3,762,866</u>	<u>\$ 11,971,730</u>	<u>\$ 47,076,788</u>	<u>\$ 62,811,384</u>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 7.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 7.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
May 20, 2022 Board Meeting
Prepared May 16, 2022

Fiscal Year 2023 Budget/Appropriations

Appropriations hearings are ongoing in May, with the expectation that projects advanced to Committee are announced by the end of the month. If a project ends up in Committee, it has a 50/50 chance of receiving funding. House Appropriations Chair Rosa DeLauro (D-Conn.) said as she left a closed-door meeting with her counterparts, "to look to getting the top lines within the next couple of weeks." The House Appropriations Committee plans to mark up all 12 spending bills in June, with floor action likely to follow in July. The Senate spending panel has yet to map out a markup schedule.

Transportation workforce issues were front and center when Transportation Secretary Pete Buttigieg testified before the Senate Commerce, Science and Transportation Committee in early May.

Although the nominal subject of the hearing was the fiscal 2023 budget request for USDOT, Senators used the opportunity to ask Buttigieg about whatever they wanted to hear about. And they did – but since there were rarely more than three or four Senators in the room at any one time, the same question was asked by multiple Senators on multiple occasions.

Buttigieg made it clear that workforce issues were being heavily discussed at DOT and that his office is working to expand the available labor pool by providing training to get more truckers, pilots, and bus drivers in the pipeline.

Department of Transportation

DOT is brimming with cash and directives for how to spend it handed out by the recent infrastructure law, even as all but two of the subagencies it directs are without a confirmed top leader. Of DOT's nine departments, seven of them are led by deputy or acting administrators and four of them are awaiting a nominee for the top job. Only the Federal Railroad Administration has both an administrator and a deputy in place.

From Politico - "Sherry Little, a partner at Cardinal Infrastructure lobbying firm and a former deputy and acting FTA administrator under the second Bush administration, said having deputies in place is crucial even in normal times. But it's especially important now, when DOT is implementing "a piece of legislation that's of this magnitude, and it's such a signature piece of the president's agenda," she said."

Infrastructure Bill Implementation (SS4A and Corridor ID Programs)

The Bipartisan Infrastructure Law (BIL) established the new [Safe Streets and Roads for All](#) (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The BIL requires the Secretary to establish a program to facilitate the development of intercity passenger rail corridors. The Corridor ID Program establishes a comprehensive intercity passenger rail planning framework that will help guide future federal project development work and capital investments.

The Corridor ID Program itself will only encompass the pre-construction development of selected corridors – which may include planning, environmental review, preliminary engineering, and other corridor development activities. Selection of corridors into the Corridor ID Program by FRA will reflect the agency's interest in the advancement of these corridors to implementation and operation.

Ridership

According to data published in April by the FTA, transit agencies carried 53.8% as many riders in February 2022 as they did in February 2020. Measured in vehicle-revenue miles, transit agencies were able to offer 83% of pre-pandemic service. Although not as high as many in the industry would like, the numbers indicate a year-long trend (after a year of hovering around 40% between March 2020 and March 2021) of people slowly returning to work, school, and social life.

U.S. Department of Transportation Naming Bill

On May 6, 2022, President Biden signed [S. 400](#) into law, which designates the headquarters building of the U.S. Department of Transportation (USDOT) located at 1200 New Jersey Avenue, SE, in Washington, DC, as the William T. Coleman, Jr. and Norman Y. Mineta Federal Building. Secretary Mineta passed on the morning of May 3, 2022. Mineta was the first Asian American Cabinet secretary and oversaw the creation of the Transportation Security Administration post 9/11. Secretary Coleman, passed in 2017, and was the fourth U.S. Secretary of Transportation and first African American to serve in the position. This outcome brings closure to what had been a prolonged stalemate between the U.S. Senate and the House of Representatives over the naming designation for USDOT headquarters.

Workforce Development

House Democrats [proposed](#) expanding diversity recruitment efforts across the transportation workforce as the Biden administration continues to pursue outreach programs. Transportation and Infrastructure Committee Chairman Peter DeFazio (D-Ore.) insisted the enactment of the \$1 trillion Infrastructure Investment and Jobs Act (IIJA) presented an ideal opportunity for job creation throughout various sectors.

Ukraine and COVID Relief Funding

House appropriators released a \$39.8 billion Ukraine aid bill that directs half of its largesse to the Pentagon and U.S. arms makers.

The aid package comes in at \$6.8 billion more than the \$33 billion President Joe Biden requested and would buttress Ukraine as the country settles in for what could be a drawn-out war with Russia. The military spending in it totals approximately \$20 billion.

Biden and Democratic leaders agreed this week to Republican demands to pass the bill without adding billions of dollars more that Biden wants to pay for COVID-19 vaccines, tests and therapeutics. Republicans are skeptical of spending more on coronavirus relief and, if Democrats bring a COVID-19 bill up, want a vote on Biden's plan to lift a policy that makes it easier to turn back asylum-seekers at the border because of the public health emergency.

Supply Chain

Despite challenges, there are signs of progress in the U.S. goods movement chain. U.S. ports — including the Ports of Los Angeles and Long Beach collectively — imported more containers than any previous January. The total number of containerships waiting for berths at U.S. ports has dropped by 35% since peaking in early February and freight railroads' weekly intermodal movements in March approached their highest levels of 2022. Goods are successfully being delivered to shelves and real retail inventories excluding autos are at their highest levels in history and 6% above pre-pandemic levels, the DOT said.

Alleged Price Gouging

Exxon Mobil and Chevron said their quarterly earnings skyrocketed because of high oil prices, just one day after congressional Democrats said they would [push legislation](#) to increase the Federal Trade Commission's power to investigate allegations of price gouging. Chevron's net income reached \$6.2 billion, nearly quadruple the \$1.4 billion it posted last year. The crude oil it sold in the United States went for an average of \$77 during the quarter, up from \$48 a year earlier, it said.

High fuel prices are among the domestic economic pressure points leaders in Congress and in the Biden White House are [responding](#) to ahead of the November midterms. Following Russia's invasion of Ukraine, several Democrats are blaming Russian President Vladimir Putin for current fuel prices.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 20, 2022

AGENDA ITEM 7.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*