



**LOCATION:**

**Washoe County Commission Chambers**  
**1001 E. 9<sup>th</sup> Street, Bldg. A, Reno**  
*(Capacity Limit = 42 People)*

**DATE: May 21, 2021**  
**TIME 9:00 a.m.**

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

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I. This meeting will be held with limited in-person attendance in the Commission Chambers. The capacity in the Commission Chambers is being limited to a maximum of 42 persons to comply with the Governor's directives relating to the mask mandate and social distancing. Due to evolving concerns for public safety resulting from COVID-19 and pursuant to the Governor's Declaration of Emergency Directive 006 (extended by later directives, the most recent of which is Directive 038), future meetings may be held by teleconference/Zoom only. Any member of the public wanting to attend, participate or provide public comment in-person at a meeting should review the Board's agenda posted online at [www.rtcwashoe.com/meetings/](http://www.rtcwashoe.com/meetings/) to determine whether in-person attendance has been suspended by the Governor or the Board.

II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube), and on the Washoe Channel at: [www.washoecounty.us/mgrsoff/Communications/wctv-live.php](http://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/](http://www.rtcwashoe.com/about/contact/contact-form/)); (2) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.

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

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

VI. 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). Other reasonable efforts will be made to assist and accommodate participation by individuals with disabilities. Please contact Denise Thompson at 775-348-0400 with as much advance notice as possible so that arrangements can be made.

VII. The RTC appreciates the public's patience and understanding during these difficult and challenging circumstances.

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**1. CALL TO ORDER**

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Proclamation – May 16 – 22, 2021, is National Public Works Week
- 1.4 Presentation on Bicycle Safety–Kyril Plaskon, Chairman, Truckee Meadows Bicycle Alliance

**2. PUBLIC COMMENT - (For Possible Action)**

*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 16, 2021, Meeting *(For Possible Action)*

- 4.2 Approve Minutes of the March 15, 2021, Workshop (*For Possible Action*)

*Reports*

- 4.3 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)
- 4.4 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)
- 4.5 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)
- 4.6 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 4.7 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

*Engineering Department*

- 4.8 Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers (NCE) for construction management services on the Oddie/Wells Multimodal Improvements Project in an amount not-to-exceed \$3,791,316 (*For Possible Action*)
- 4.9 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, (Headway) for design services and optional construction management services for the Traffic Engineering (TE) Spot 11 – Package 2 Project in an amount not-to-exceed \$385,240 (*For Possible Action*)
- 4.10 Approve Change Order (CO) No. 20 to the construction contract with Sierra Nevada Construction for the Virginia Street Bus RAPID Transit (BRT) Extension Project in a deductive amount of \$253,457 (*For Possible Action*)

*Planning Department*

- 4.11 Approve Cooperative Agreement No. PR141-21-802 for Fiscal Year 2022 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds (*For Possible Action*)
- 4.12 Approve the FY 2022 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA) (*For Possible Action*)

*Public Transportation/Operations Department*

- 4.13 Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, for the purchase of certain equipment, supplies and services as authorized in advance by the RTC (*For Possible Action*)
- 4.14 Approve an Interlocal Cooperative Agreement (ICA) with Nevada State Parks to reimburse a \$2.00 per passenger entry fee into Sand Harbor State Park during the RTC Incline Village FlexRIDE Pilot Service (*For Possible Action*)
- 4.15 Approve an agreement with Transportation Management & Design Inc., (TMD) for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430 (*For Possible Action*)

*Executive, Administrative and Finance Departments*

- 4.16 Approve the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673 (*For Possible Action*)
- 4.17 Approve a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems in an amount not-to-exceed \$115,924 (*For Possible Action*)

- 4.18 Award a contract to Allied Universal Security Services for provision of armed and unarmed security services, after hours patrol and alarm response in an amount not-to-exceed \$5,092,678 for a three-year contract with two one-year options for renewal (*For Possible Action*)

**5. PUBLIC HEARING ITEMS**

- 5.1 Conduct a public hearing on the FY 2022 RTC Final Budget; approve the FY 2022 RTC Final Budget (*For Possible Action*)
- a. Staff presentation
  - b. Public hearing
  - c. Action

**6. DISCUSSION ITEMS AND PRESENTATIONS**

- 6.1 Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81<sup>st</sup> (2021) Session of the Nevada Legislature (*For Possible Action*)
- 6.2 Acknowledge receipt of a report on RTC's Construction Projects for Calendar Year 2021 (*For Possible Action*)
- 6.3 Acknowledge receipt of the 2020 Annual Report (*For Possible Action*)
- 6.4 Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2021 (July 1, 2020 to June 30, 2021) (*For Possible Action*)

**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 discussion will take place on this item.*

**9. PUBLIC COMMENT - (*For Possible Action*)**

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

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

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Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Current posting locations:

RTC website: [www.rtcwashoe.com](http://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 residents, civic and business 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 2021 marks the 61<sup>st</sup> 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 proclaim the week **May 16 – 22, 2021**, as: **National Public Works Week**; I encourage 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 and appreciate the substantial contributions they make to protecting our national and community's safety, health, and quality of life.

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, NEVADA

By \_\_\_\_\_  
Neoma Jardon, RTC Chair

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:02 A.M.**

**April 16, 2021**

**PRESENT:**

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

**Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Kristina Swallow, Director of NDOT**

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9<sup>th</sup> Street, Reno, Nevada, and via Zoom, 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 1.3*      **PROCLAMATION****

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, read into the record a proclamation declaring May 2021 National Bike Month and Bicycle Safety Month in Washoe County, Nevada; and Washoe County Bike Month.

***Item 2*      **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 were 41 comments received via electronic means by the deadline of 4:00 p.m. Thursday, April 15<sup>th</sup>, in support of moving forward with the Center Street project. (see attachment)

There were no in-person public comments given.

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

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

A request was made by Executive Director (E.D.) Thomas to pull Item 4.2 from the agenda.

On motion of Commissioner Lucy, seconded by Commissioner Hartung, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved excluding Item 4.2 as requested.

#### ***Items 4.1 thru 4.19 CONSENT ITEMS***

##### ***Minutes***

- 4.1 Approve Minutes of the March 19, 2021, Meeting (*For Possible Action*)**
- 4.2 ~~Approve Minutes of the March 15, 2021, Workshop (*For Possible Action*)~~ *Pulled from agenda***

##### ***Reports***

- 4.3 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)**
- 4.4 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**
- 4.5 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)**
- 4.6 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 4.7 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)**

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

- 4.8 Approve Amendment No. 1 to the existing Interlocal Cooperative Agreement (ICA) with the Center for Advanced Transportation Education and Research (CATER), UNR Civil Engineering Department; for research and engineering support services for 2021 – 2022 (*For Possible Action*)**
- 4.9 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD, (NCE) for Engineering Design and Engineering During Construction (EDC) services related to Reno Consolidated 20-01 – Mayberry Drive, California Avenue, First Street Project, in the amount of \$159,065 for a new not-to-exceed amount of \$1,072,895 (*For Possible Action*)**
- 4.10 Approve a Professional Services Agreement (PSA) with Construction Materials Engineers, Inc., (CME) to provide construction management services for the Lemmon Drive Project, in an amount not-to-exceed \$2,291,600 (*For Possible Action*)**
- 4.11 Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for the relocation of 270 lineal feet of 24-inch water main for the Lemmon Drive Project in an amount not-to-exceed \$329,175 (*For Possible Action*)**
- 4.12 Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project (*For Possible Action*)**
- 4.13 Authorize a Request for Proposals (RFP) for the selection of Environmental and Design Services for the Arlington Avenue Bridges Project (*For Possible Action*)**
- 4.14 Authorize a Request for Proposals (RFP) for the selection of Design and Construction Management Services for the Peppermill Station BRT Project (*For Possible Action*)**

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

- 4.15 **Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, to allow for the purchase of certain equipment and supplies authorized in advance by RTC (For Possible Action)**
- 4.16 **Approve a contract with New Flyer of America, Inc., for the purchase of twenty (20) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548, in an amount not-to-exceed \$14,455,061 (For Possible Action)**
- 4.17 **Approve a contract with N/S Corporation for the purchase and installation of a replacement bus wash for RTC ACCESS vehicles at 600 Sutro Street, in an amount not-to-exceed \$219,331 (For Possible Action)**

*Executive, Administrative and Finance Departments*

- 4.18 **Acknowledge receipt of a report regarding indexed fuel taxes in Washoe County as required by NRS 373.065 (For Possible Action)**
- 4.19 **Approve an amendment to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration (For Possible Action)**

On motion of Commissioner Hartung, seconded by Commissioner Lucy, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.19 be approved, excluding Item 4.2 which was pulled from the agenda under Item 3.

*Items 5.1 thru 5.2 DISCUSSION ITEMS AND PRESENTATIONS*

- 5.1 **Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81<sup>st</sup> (2021) Session of the Nevada Legislature (For Possible Action)**

Mr. Michael Hillerby, state lobbyist with Kaempfer Crowell, addressed the Board to provide an update on current legislative activity pertinent to the RTC. He specifically mentioned two NDOT bills, AB 413 and AB 54, then AJR 6 to amend allowable uses of the fuel tax and what to do with electric vehicle fees, RTCSNV has SB 362 which allows for Microtransit. There are a couple of bills on bicycles, such as e-bikes use of shared use paths, dependent on how fast they can go.

- 5.2 **Approve the FY 2022-FY 2023 Unified Planning Work Program (UPWP) (For Possible Action)**

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, address the Board to provide a presentation update on the FY 2022 – FY 2023 Unified Planning Work Program (UPWP). She reviewed the two year program of transportation planning studies, both ongoing and new studies based on the call for projects that was issued in February 2021. The McCarran Loop study is funded by NDOT but being staffed, led and managed by RTC, and the Mt. Rose Highway study is funded by NDOT but some RTC staff is also involved.

Upon completion, she offered to answer questions.

There were no questions; however, Commissioner Hartung thanked Ms. Cummings for including the Pyramid Corridor Study from I-80 to McCarran.

On motion of Commissioner Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that the FY 2022-FY 2023 Unified Planning Work Program (UPWP) be approved.

### ***Items 6.1 thru 6.3    REPORTS***

#### **Item 6.1 RTC Executive Director Report**

E.D. Thomas discussed the following topics:

1. He announced the upcoming service anniversary milestone for Nelia Belen, Accountant on May 2<sup>nd</sup>, marking 5 years of service and Scott Gibson, Engineer II on May 8<sup>th</sup>, marking fifteen years of service.

Our thanks and appreciation to both Nelia and Scott for their public service and contributions to the RTC and our community.

2. The RTC will receive funding from President Biden's American Rescue Plan in the amount of \$19.9 million.

These funds will support our community's public transportation needs and will help to restore our economy as we recover from the impacts of the pandemic.

These critical funds will cover costs for our fixed-route and paratransit operations, aiding to keep heroic transit operators employed and providing essential public transportation services to members of our community, including seniors, individuals with disabilities and essential frontline workers.

This funding is crucial for the RTC to deliver needed public transportation to individuals who rely on it to get to work and to access medical services, including vaccination appointments.

The RTC thanks the tireless efforts of our congressional delegation, U.S. Senators Cortez Masto and Rosen, and Congressman Amodei for their support in securing these critical funds for our community and transit operations.

3. To date, 105 out of 212 Keolis fixed-route employees have received the COVID-19 vaccination and 41 out of 74 MTM paratransit employees have received the vaccine. Everyone is now eligible to receive the vaccine and both Keolis and MTM are encouraging their workforce to get the vaccine for their safety, and the safety of their co-workers, families and their passengers.

Employers may ask but cannot require an employee to declare if they have received the vaccine, per HIPAA regulations.

4. Public involvement for the development of any project, plan or policy is the foundation for the work we do at the RTC, and we are now accepting applications from the community to join the Citizens Multimodal Advisory Committee. Individuals interested in improving transportation in our community are encouraged to apply.



Collaboration with the public allows for innovative ideas and solutions to emerge that address the region’s transportation issues. It also helps the RTC develop strong community ties and support during our outreach process. CMAC meetings are held the first Wednesday of the month at 5:30 p.m.

Applications are available at [rtcwashoe.com](http://rtcwashoe.com). Interested individuals should apply by May 21<sup>st</sup>.

5. A proclamation was issued today in celebration of National Bike Month and Bicycle Safety Month to proclaim Washoe County Bike Month.

The Truckee Meadows Bicycle Alliance (TMBA), which RTC is a member, is offering a calendar of events and activities to mark Bike Month.

People who commute by bike and log their trips using the RTC Smart Trips website may be eligible to win one of TMBA’s Commuter Challenge prizes. For more information about Bike Month, visit TMBA’s Facebook page or their website: [Bike Washoe DOT Org](http://BikeWashoeDOT.org).

6. May is also Older Americans Month and the annual Stuff A Bus for Seniors donation drive will take place on Friday, May 21<sup>st</sup>, at Sam’s Club located at 4835 Kietzke Lane in Reno.

As part of Older Americans Month, regional government organizations and local businesses, including KOLO Cares, Sam's Club, Washoe County, Washoe County Human Services Agency, the City of Reno, the City of Sparks, and RTC, are teaming up to fill an entire bus with community donations for our local seniors.

New and unused items will be accepted during the donation drive between the hours of 2 pm and 7 pm. Volunteers staffing the event will be wearing masks and following safety and social-distancing protocols. Donors do not need to get out of their cars.

Needed items include:

- Sweatshirts
- Sweatpants
- Bus passes
- Jackets
- Gift cards
- Cleaning supplies
- Hygiene products
- Adult diapers

Stuff A Bus for Seniors is a signature “Older Americans Month” event, initiated by Chair Jardon. Additional events will be offered virtually throughout the month and the public can take part by watching those events on the Washoe County Television YouTube Channel.

7. RTC has partnered with Uber to provide free COVID-19 vaccination appointment rides through our RTC Washoe Uber Pilot program.

Those eligible to use the program include Washoe County residents who are 60 years and older, RTC ACCESS clients (any age) and Washoe County Veterans (any age). Customers can get up to four (4) free Uber rides (\$35 off each trip). This promotion started on April 14 and runs thru September 30, 2021.

Information on how to sign up and register is available at [rtcwashoe.com](http://rtcwashoe.com) and on RTC social media channels. Our thanks to Susi Trinidad, RTC Paratransit Analyst for bringing this project to fruition.

### **Item 6.2 RTC Federal Report**

E.D. Thomas said that a written report was included in the agenda packet for this meeting and he mentioned that confirmation had been received on the \$19.9 million coming in for the transit operations. He also mentioned that RTC had submitted “earmark” requests for the Arlington Bridges and for funding of the hydrogen buses and the system to run them.

### **Item 6.3 NDOT Director Report**

Ms. Kristina Swallow, Director of NDOT, addressed the Board to provide a presentation update on current safety statistics for both the state and Washoe County, which are not doing well in either. She said the Spaghetti Bowl Express (SBX) project is moving along and the “big squeeze” is anticipated to last about a year or so. The I-580 bridge over Pleasant Valley has been officially designated as one of the nation’s best bridges and lastly, Director Swallow announced that Jenica Keller had been appointed as the new Assistant Director of Operations at NDOT. She then offered to answer any questions and there were none.

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

Commissioner Lucey requested that staff invite Mr. James Cox to give a presentation at a future meeting on his IT software for Microtransit.

Commissioner Lucey also requested that an update on the Pavement Preservation Plan be given to include roadways planned for improvement.

Chair Jardon requested a Center Street Multimodal Project update for the June 2021 meeting.

### ***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***

On motion of Commissioner Hartung, seconded by Commissioner Lucy, which motion carried unanimously, Chair Jardon ordered that the meeting be adjourned.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

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NEOMA JARDON, Chair  
Regional Transportation Commission

DRAFT

## Public comment received by 4:00 p.m. Thursday, April 15, 2021:

This is the suggested message that TMBA sent to its members:

**Hello, my name is \_\_\_\_\_. We applaud the RTC and City of Reno in supporting Bike Month. Part of supporting Bike Month means advancing safe transportation options. One important project is the Center Street Multimodal Improvement Project. It will improve our economy, public safety, and access to downtown, UNR, and midtown. This was demonstrated in multiple studies and the project is already underway. However, it has come to my attention that the approved project is on pause and awaiting another study. This approved project should not be held up by a few opponents and does not need another study. Please follow through with your commitment to support a connected, safe, and accessible bicycle network by opposing another study and ensuring that the Center Street Multimodal Improvement Project continues to move forward as approved. Thank you.**

This message was received by the RTC as Public Comment from the 31 residents listed below, all in support of moving forward with the Center Street Multimodal Improvement Project (some messages have slight modifications),

Donna Cecilio	Genevieve Parker
Mishelle Bradford	Morgan Trieger
Mackenzie Rice	Lee Davis
Michelle M. Czarka	Matthew Poindexter
Erik Riekenberg	Michael Mangoba
Mike Scott	Ryan Weisenberger
Jeff Bennett	Brian Hunt
John Jones	Warner Griswold
Heather Goulding	Chris Cutshaw
Jennifer Bennett	Tad Laird
Ilsa Brink (email and voicemail)	Bill Stensrud
Lindsey Pisani	Steve and Rose Weatherly
Karen McClenahan	Rochelle Mezzano
Sue-Ting Chene	Lori Patch
Patrick Smith	Ron Patch
	Kevin Meuer

11 voicemail messages were left, also in support of moving forward with the Center Street Multimodal Improvement Project. A question mark (?) indicates where the name was not clear or the correct spelling is unknown.

Bridgette Tevinen (?)	Rebecca Stetson
Ky Plakson	Keith Weaver
Tom Albright	Larry Dwyer
Kim Wilkins (?)	Andrew Tomlinson
Matthew Herse (?)	Robert Colt (?)

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:08 A.M.**

**March 15, 2021**

**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**

**Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Kristina Swallow, Director of NDOT**

**NOT PRESENT:**

**Bob Lucey, Washoe County Commissioner**

The workshop meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9<sup>th</sup> Street, Reno, Nevada, and via Zoom, 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:

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

***Item 2 PUBLIC INPUT***

*Public input received prior to 4:00 pm on Friday, March 12, will be added to the record for this meeting. No live comment will be heard during the meeting.*

Chair Jardon opened the meeting to public input and asked if public comment had been received by the deadline specified.

There being no public comment received, the Chair closed public input.

***Item 3 APPROVAL OF AGENDA***

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

***Item 4 WORKSHOP FORMAT AND OBJECTIVES – Bill Thomas***

**Items 5.1 thru 5.4      WORKSHOP**

**5.1      DEPARTMENT BRIEFINGS**

• **PUBLIC TRANSPORTATION**

○ **Purpose of Public Transit**

- Improving access to jobs & essential services
- Reducing the number of automobile trips
- Improving air quality

○ **Existing RTC Transit Services**

- **RIDE fixed route**
  - 23,000 passenger trips per day (pre-Covid), 67 buses
- **ACCESS paratransit**
  - 650 passenger trips per day (pre-Covid), 46 vehicles
- **FlexRIDE**
  - 180 passenger trips per day
  - Spare Labs Software (2 year contract)
  - Pilots in operation:
    - East Downtown Sparks
    - Spanish Springs
    - North Valleys
    - Verdi/Somerset

Various Charts and Graphs for the following topics:

**SALES TAX REVENUE**

**PASSENGER FARES**

**FIVE YEAR FINANCIAL PLAN**

**FIVE YEAR FINANCIAL PLAN GAP ANALYSIS**

**COVID Ridership Effects RTC vs US & Canada**

- FY 2022 Ridership Strategy
- Short Range Transit Plan 2018 – 2022
- Transit Optimization Plan Strategies 2023 – 2027
- Long-Term Unfunded Transit Vision

• **STREET AND HIGHWAY PROJECTS**

○ **Projects Completed in 2020**

- Lakeside Drive
- East Greg Street
- East Prater Way
- Sun Valley Boulevard
- Traffic Engineering (TE) Spot 9
- Kuenzli Lane Reconfiguration
- 2020 Preventive Maintenance
- Virginia Street - BRT

- **Calendar Year 2021 Construction**
  - Kings Row Phase 1
  - Golden Valley Road
  - Lemmon Drive Segment 1
  - Oddie/Wells
  - Bus Stop ADA Improvements
  - Mill Street - Multimodal
  - Traffic Engineering (TE) Spot 10
  - Intelligent Transportation System 3
  - Newport Lane
  - Sparks Consolidated 21-01
  - Reno Consolidated 21-01
  - Reno Consolidated 20-01
  - 2021 Preventive Maintenance
  
- **Continuing FY 2022 Major Projects**
  - Preventive Maintenance 2022
  - Pedestrian Safety & ADA Improvements (bus stops)
  - Lemmon Drive – Segment 2
  - Center Street Cycle Track
  - Arlington Bridges
  - Sparks Boulevard Widening
  - Pyramid Hwy Widening (Phase 1)
  - West 4<sup>th</sup> Street (Stoker to Evans)
  
- **PLANNING STUDIES - UNIFIED PLANNING WORK PROGRAM**
  - **Ongoing Planning Studies**
    - Advanced Mobility Plan
    - Data Collection & Analysis Program
    - McCarran Loop Study (funded by NDOT)
    - South Virginia Street Transit Oriented Development Study (pending grant funding)
    - Mt. Rose Highway Study (led by NDOT)
  
  - **Suggested Planning Studies to Date**
    - Verdi Area Study
    - Transit Optimization Plan
    - Bicycle/Pedestrian Master Plan Update
    - Regional Parking Study (Downtown Reno, Midtown, Sparks)
    - Downtown Virginia Street Study (support Reno-led effort)
    - Midtown Circulation Study
    - Regional Freight Study
    - Develop regional lighting standard

- **PLANNING PROGRAMS – SAFETY INITIATIVES**

- **Suggested Planning Studies to Date**

- Regional Transportation Plan
- Complete Streets Approach
- Infrastructure Investments
- TA Set Aside Program
- Legislative Priorities
- Outreach & Coordination
  - Safe Routes to School
  - Vision Zero

- **INFRASTRUCTURE INVESTMENTS**

- **2020 Improvements**

- 8.1 miles of new sidewalks
- 5 new crosswalks
- 6 new crosswalk warning devices
- 6 miles of new bike lanes
- 270 new pedestrian ramps

- **Upcoming Major Projects**

- Oddie/Wells
- Sun Valley Boulevard
- Pyramid Highway
- Sparks Boulevard
- Center Street

- **Crosswalk Safety Improvements**

- Crosswalk safety improvements near schools
- Includes pedestrian-activated flashing beacons and median pedestrian refuge
- Locations identified collaboratively by jurisdictions, SRTS, RTC
- Design underway, construction to begin this year

- **Safety on Local Streets**

- Transportation Alternatives (TA) Set Aside Program funding
- Approximately \$300,000 in FHWA grant funding awarded by RTC
- Upcoming round of grants will prioritize safety on local streets

- **Legislative Priorities**

- Expand Safe Routes to School eligibility to include grades 9-12
- State initiative to develop safety committee



- **FY 2022 BUDGET PREPARATION**

- **FY 2022 Budget Process**

- Directors' Retreat February 16, 2021
- Board Retreat March 15, 2021
- Tentative Budget Submitted to April 15, 2021
  - Department of Taxation
- Tentative Budget Presentation to RTC May 5 and 6, 2021
  - Advisory Committees
- Board Approves Final Budget May 21, 2021
  - Public Hearing
- Final Budget Submitted to May 28, 2021
  - Department of Taxation

- **FY 2022 Tentative Budget Revenues by Source**

- **Historical Fuel Tax**

- **CARES Act Funding - \$26.2 million to date**

- Avoid service cuts normally implemented due to decreased revenues;
- Continue full transit service levels and boost service where needed to promote social distancing;
- Move forward with service upgrades that are planned for May and September;
- Deliver needed meals and prescriptions to ACCESS customers in partnership with Washoe County Senior Services and the Food Bank of Northern Nevada;
- Fund personal protective equipment (PPE) for transit personnel; and
- Fund increased cleaning of transit vehicles.

- **FY 2022 Tentative Budget Expenditures by Function**

- **FY 2022 Budget Overview**

- Balanced budget for FY 2022
- Projections based on a slow economic recovery
  - Decreased gas gallons - (1%)
    - Permanent remote workers
    - Increasing fuel cost per gallon
    - Fuel efficient vehicles
  - Marginal increase in sales tax – 2%
    - Federal stimulus checks to individuals
    - Diverse Washoe County economic base
    - Steady taxable sales growth throughout pandemic
    - Washoe County unemployment lower than S. NV and U.S. – Jan 2021
  - Additional Federal stimulus funds for transit operations

- Lean organization - 69 RTC employees
  - \$12M Labor & Fringe budget – 5% of RTC budget
  - Pay for Performance pool increase 3.75%
  - PERS increase of 0.5%

- **PRELIMINARY FY 2022 GOALS & AGENCY RATING OVERVIEW**

- **FY 2022 Draft Agency Goals**

- Complete 150 lane miles of Pavement Preservation
- Begin Reconstruction/Rehabilitation:
  - Kings Row Phase 1
  - Golden Valley Road
  - Newport Lane
  - Sparks Consolidated 21-01
  - Reno Consolidated 21-01
  - Reno Consolidated 20-01
- Begin Project Construction:
  - Lemmon Drive Segment 1
  - Oddie/Wells Multimodal
  - Package 3 ADA Access Transit & Pedestrian Connectivity
  - Sparks Blvd Widening (early action phase)
- Construct Mill Street Multimodal (Terminal Way to McCarran Blvd)
- Complete Construction Bidding Process for Sky Vista Project
- Begin Design:
  - NEPA on Arlington Bridges Replacement Project
  - Lemmon Drive Segment 2
- Update:
  - RRIF 7<sup>th</sup> Edition
  - Street and Highway Policy
  - RTC-local jurisdiction agreements regarding transit projects, facilities and operations opportunities
  - Bicycle & Pedestrian Master Plan
  - Intelligent Transportation Systems Master Plan
  - Transit Optimization Plan Strategies
- Continue sustainability planning and monitoring
- Research advanced mobility
- Pursue Federal Funding/ Earmarks:
  - Arlington Street Bridge
  - Hydrogen Fuel Cell Pilot Project
- Continue Safety Emphasis: Vision Zero/ Driver & pedestrian education and Safe Routes to School programs
- Continue NDOT Collaboration: SBX, US395 North & Mt. Rose Projects
- Complete Verdi and McCarran Loop Planning Studies
- Increase annual RTC RIDE ridership by 15% over FY22
- Downtown Reno Partnership coordination and operations to enhance safety at 4SS

- Complete FlexRIDE Tahoe Service Pilot
- Implement and complete construction on facilities projects:
  - RTC Terminal Way multiple purpose room
  - Modernization of Terminal Way elevators
  - Peppermill BRT Station
- Complete design on 4<sup>th</sup> Street Station expansion
- **Annual Evaluation of Performance**
  - Agency Rating – May 2021
    - The Board rates the Agency on Board approved FY 2021 goals
  - Common Review – June 2021
    - All employees receive an annual performance evaluation based on individual FY 2021 goals
  - Executive Director – June 2021
    - The Board evaluates Bill Thomas on FY 2021 goals

**Item 6**      ***PUBLIC COMMENT***

*Public input received prior to 4:00 pm on Friday, March 12, will be added to the record for this meeting. No live comment will be heard during the meeting.*

As noted above, there was no public comment received by the deadline of 4:00 pm on Friday, March 12<sup>th</sup>.

**Item 7**      ***ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 11:45 a.m.

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NEOMA JARDON, Chair  
Regional Transportation Commission

\*\*For additional information, all PowerPoint presentations and both audio and video recordings of this meeting are available by contacting [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com).



## REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 21, 2021

AGENDA ITEM 4.3

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

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### **RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report

### **PLANNING STUDIES**

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

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. The project team is continuing development of a draft report.

#### *Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan*

The purpose of this plan is to address existing electric and alternative fuel vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

- Systems planning for autonomous and connected transportation infrastructure;
- Systems planning and engineering services for autonomous transit infrastructure;
- Traffic analysis for micromobility systems and projects;
- Systems planning for electric and hydrogen fuel cell charging infrastructure; and
- Traffic analysis relating to safety of these proposed systems.

The next stakeholder meeting is scheduled for May 5, 2021.

#### *Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation*

The RTC, in partnership with the University of Nevada, Reno (UNR), has received a grant from the US Department of Transportation (DOT) to develop a tool—Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads, which will further be used to:

- Analyze relationships between crashes and road factors;
- Identify locations and characteristics of crashes using network screening;
- Select appropriate countermeasures and strategies; and
- Evaluate safety improvement projects.

The creation of the tool has begun along with all required auxiliary documentation to meet deadlines previously set by the agreement.

### Bicycle and Pedestrian Planning

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

- The RTC has confirmed the count locations for the Bicycle, Pedestrian, and Wheelchair Count Program. The counts are expected to occur during May.
- RTC staff has a draft of the regional bike map. Once it's vetted it will be translated into Spanish and then sent out for printing.
- The Truckee Meadows Bicycle Alliance meets weekly to plan for Bike Month and Bike Month Community Activities. Staff attends the meetings and supports their efforts. RTC has signed up for the Commuter Challenge for Bike Month.
- The SRTS Program has 15 schools participating in Bike Month. This is the highest number of schools participating in this event to date.
- RTC, City of Reno, City of Sparks, Washoe County, University of Nevada, Reno, and Reno Sparks Indian Colony have regrouped to initiate conversations about bike share and e-scooters. The collaboration is in the process of compiling a "lessons learned" list.

### Vision Zero Truckee Meadows (VZTM)

- Agendas are posted on [www.visionzerotruckeemeadows.com](http://www.visionzerotruckeemeadows.com). The next meeting is scheduled for June 10, 2021, at 3:00pm. However, Vision Zero is considering changing the date/time so this may potentially change.
- Between January 1, 2021, and April 30, 2021, 4 pedestrians and zero bicyclists were killed in Washoe County. During this same time in 2020, there were 6 pedestrian and no bicycle fatalities. The data states that there was a 33.33% decrease in pedestrian fatalities in Washoe County during this same timeframe in 2021 compared to 2020 data. It is noteworthy that motorcycle fatalities have decreased by 50% during this same time period. In 2020 there were 4 motorcycle fatalities between January and April compared to 2 in 2021.
- Staff has been working on the bus tail and bus interior campaign which is funded by a mini grant from NDOT. The notice to proceed has not been completed yet but NDOT expects it to occur in mid-May. Staff is working on messaging to be prepared to move forward as soon as the award is secured.

### Development Review

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

- Washoe County – 3
- City of Reno – 9
- City of Sparks – 1

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

Staff has met with the planning staff from each jurisdiction to discuss the development review process. This occurs every few years in order to communicate and confirm that the information provided to each jurisdiction is valuable. Staff from planning, public transit, and engineering participated in the collaboration meetings. Staff from TMRPA also attended the meetings.

### **COMMUNITY AND MEDIA OUTREACH ACTIVITIES**

RTC staff conducted the following outreach activities from April 16 – May 21:

April 19	Regional Information Center Meeting - Covid-19 Response and Outreach
April 26	Regional Information Center Meeting - Covid-19 Response and Outreach
May 1	RTC Participation in Truckee Meadows Bicycle Alliance Bike Month
May 1	Virtual FlexRIDE Ride Along Video for Older Americans Month
May 5	RTC Technical Advisory Committee Meeting
May 6	RTC Citizens Multimodal Advisory Committee Meeting
May 10	Regional Information Center Meeting - Covid-19 Response and Outreach
May 17	Regional Information Center Meeting - Covid-19 Response and Outreach
May 21	Stuff A Bus for Seniors at Sam's Club

#### *Media Relations & Social Media*

The RTC issued three news releases and participated in four media interviews on various topics, including the new traffic signal activation at Sharlands Avenue and Mae Anne Avenue, crosswalks on Virginia Street, pedestrian safety and Vision Zero, RTC seeking members for the Citizens Multimodal Advisory Committee, RTC's partnership with Uber for free rides to Covid-19 vaccination appointments, upcoming RTC transportation projects and more.

Social media was used to promote the monthly RTC Board Meeting, the new traffic signal activation at Sharlands Avenue and Mae Anne Avenue, RTC seeking members for the Citizens Multimodal Advisory Committee, RTC's partnership with Uber for free rides to Covid-19 vaccination appointments, NDOT Spaghetti Bowl information, a new partnership with the Lahontan Audubon Society, and more.

Social media metrics for the month of April: 85,710 impressions on Facebook, Twitter, YouTube, and Instagram.

#### *Informational Materials and Video Production*

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about upcoming construction projects, the Sparks Boulevard project, Stuff A Bus for Seniors, and new FlexRIDE Incline Village/Sand Harbor service.

## **COORDINATION WITH PARTNER AGENCIES**

### *Truckee Meadows Regional Planning Agency (TMRPA)*

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, and analysis of demographic and socioeconomic issues.

### *Nevada Department of Transportation (NDOT)*

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

### *Statewide Transportation Planning*

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.4**

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

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**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

**BICYCLE AND PEDESTRIAN IMPROVEMENTS**

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The first phase of bus stop improvements located within public right-of-way (13 bus stops) is complete. The process of obtaining necessary easements for other locations is ongoing. The design consultant, CA Group, submitted easement packages for the second phase (37 bus stops) in July and acquisition work continues.

The right of way process continues for bus stops in Phase 2 and 3. The second construction package was advertised for bids in May and construction is anticipated to begin in June, with completion by October. The Phase 2 construction package includes 29 bus stop locations scattered throughout Reno, Sparks and Washoe County.

Center Street Multimodal Improvements Project

The project consists of constructing a two-way cycle track from Ninth Street to Moran Street in Reno. The majority of the improvements include traffic signal, pavement markings and signage modifications. Sidewalk improvements in some locations are being incorporated. The project includes design and construction of a dedicated bicycle corridor between the university and downtown/midtown. The 30% design (preliminary design) is complete. Additional traffic analysis of the downtown road network is occurring prior to continuing forward with final design. Pending the results of the additional analysis and further coordination, an Interlocal Cooperative Agreement (ICA) with the City of Reno will be presented to the RTC Board for approval.

Mill Street Complete Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops will be addressed.



One hundred percent (100%) design plans and solicitation documents have been prepared for submission to the City of Reno for review. Advertisement for construction bids is planned to occur in May 2021, with construction beginning in July 2021. Construction will take approximately four (4) months to complete.

## **CAPACITY/CONGESTION RELIEF PROJECTS**

### Traffic Management - ITS Phase 3

The project includes conduit and fiber optic cable at the following locations:

- Lake Street from 1st Street to 2nd Street;
- Lemmon Drive from North Virginia Street to US 395; and
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensor (RWIS) at Sharlands Avenue at Robb Drive. The weather sensors will detect ice on the road thereby altering Reno maintenance crews that snowplow operations are required in the northwest. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrians and bicycles. Titan Electrical Contracting was awarded the construction contract on April 23, 2021. Construction is anticipated to begin at the end of this month.

### Traffic Management - ITS Phase 4

The project includes conduit and fiber optic cable at the following locations:

- Sharlands Avenue from Robb Drive to Mae Anne Avenue;
- Double R Boulevard from South Meadows Parkway to Sandhill Road;
- Geiger Grade from South Virginia Street to Veterans Parkway;
- Prater Way from Pyramid Way to Sparks City Hall traffic center
- Feasibility studies for Dynamic Message Signs (DMS) and traveler information systems; and
- ITS Master Plan update including a 5 year future ITS project list

The project is currently in the preliminary design phase. Kimley-Horn and Associates has been awarded the contract for this project.

### North Valleys Package 3B

Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area and associated access and drainage improvements. Re-design is underway for a part of the storm drain system due to NDOT permitting requirements. The project is scheduled for construction in summer 2021.

### Sparks Boulevard Project

The project seeks to increase safety, increase roadway capacity and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc., performing environmental studies and preliminary design. The RTC, in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT) and the Federal Highway

Administration (FHWA), has initiated an Environmental Assessment (EA) to evaluate and document the proposed project's potential impacts between the Interstate 80 (I-80) westbound ramps and Baring Boulevard.

RTC has identified potential regional traffic impacts that could result from constructing the Sparks Boulevard Project simultaneously with construction of Phase 1 of the Pyramid Highway US 395 Connector Project. To avoid regional impacts, the RTC proposes to advance the capacity improvements on Sparks Boulevard between Greg Street and the I-80 westbound ramps in the 2022 construction season. This segment of the project is advancing through preliminary design. The remainder of the Sparks Boulevard Project, from the I-80 westbound ramps north to the Baring Boulevard intersection, is anticipated to be constructed in the 2024/2025 timeframe and continues to be analyzed as part of the NEPA process. Preliminary design efforts on the second segment are underway to capture impact limits associated with the EA analysis.

#### Traffic Signal Timing 6 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region each year. For 2020, this begins a new cycle where signals that were retimed in 2016 will be reevaluated and retimed to address the changes to traffic demand. For 2020, approximately ninety-five (95) intersections will have revised timing implemented. Timing plans are developed in coordination with the local entities and the University of Nevada, Reno. In the process, re-evaluation of the other settings, such as vehicle passage times, are calculated at each intersection to make sure they meet current standards.

#### Progress through April 2021:

- N. Virginia Street BRT Project – TSP signal timing – Design/Implementation in progress
- S. McCarran Boulevard (22 Signals) – Mill Street to Cashill Boulevard – Estimated completion June 2021
- W. McCarran Boulevard (12 Signals) – W. Plumb Lane to Kings Row – Estimated completion June 2021

#### Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue (now active);
- Installation of battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7<sup>th</sup> Street; and
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way.

The project is substantially complete.

#### Traffic Engineering (TE) Spot 9 – Package 2 Project

The project included various traffic updates throughout the Reno/Incline area:

- Traffic signal cabinet and camera upgrades at various intersections in the Reno area;
- New traffic signal at the intersection of Rock Boulevard/Edison Way; and a
- 4<sup>th</sup> Street/Mesa/Woodland intersection study for future improvements.

The project is complete.

#### Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The project is currently in the final design phase and includes:

- Traffic signal at the intersection of Veterans Parkway and Long Meadow Drive;
- Update traffic signal equipment at the intersection of Victorian Avenue and 16<sup>th</sup> Street; and
- Rectangular Rapid Flashing Beacon (RRFB) installation at various locations within Reno, Washoe County and Sparks, including Western Skies Drive near Brown Elementary School, Steamboat Parkway at Horse Ranch Road, Mayberry Drive at Keele Drive, 7<sup>th</sup> at McDonald Drive, Sadleir Way at Valley Road, Vista at Domaine Drive, Sparks Boulevard at Ion Drive, and Golden Valley Road at Estates Road.

#### Traffic Engineering (TE) Spot 10 - South Project

The project is currently in the preliminary design phase and includes:

- A new roundabout at the intersection of 4<sup>th</sup> Street and Woodland Avenue;
- Geometric improvements at the nearby intersection of 4<sup>th</sup> Street and Mesa Park Road; and a
- Left turn bay extension for the southbound left turn lane at South Virginia Street and Kietzke Lane.

Sixty percent (60%) design is scheduled for submittal at the end of May 2021.

#### Traffic Engineering (TE) Spot 10 - North Project

The project is currently in the preconstruction stages. The following intersection will be improved with this project:

- Traffic Signal improvements at the intersection of El Rancho Drive/Victorian Avenue.

Construction bids were opened on March 5, 2021. The construction contract was awarded to Sierra Nevada Construction, Inc. (SNC). Construction is anticipated to begin in August 2021.

## **CORRIDOR IMPROVEMENT PROJECTS**

### Arlington Avenue Bridges

The Arlington Avenue Bridges Project began with a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events. Results from the March 2021 virtual final public information meeting have been compiled and are posted on the website. The survey results confirm moving forward with the final recommendation of the Single Pier bridge type. NDOT, FHWA and the City of Reno are reviewing the final recommendations. Once their review is complete, the feasibility study will be finalized. Request for Proposals for consulting services for the NEPA/Design phase of the project will be advertised this summer. Construction of the bridges is anticipated to begin in 2025.

### Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and improving Lemmon Drive from Fleetwood Drive to Ramsey Way (Segment 2). Construction bids for the Segment 1 and Interchange project were opened on April 29, 2021. The project was awarded to the low bidder, Q&D Construction. Construction is anticipated to begin in June 2021.

The project team continues the Level 2 screening process of the top three (3) alternatives for the Segment 2 Phase of the project. The top three (3) alternatives, screened and agreed upon by the Technical Advisory Committee (TAC), were presented to the RTC Board at the August 20, 2020, meeting. The Level 2 screening process includes a qualitative evaluation of the three remaining alternatives. Results of that screening process and recommendations of a preferred alternative is anticipated to be complete later this year.

### Oddie Boulevard/Wells Avenue Improvement Project

One hundred percent (100%) design plans and solicitation documents were submitted to the City of Reno and the City of Sparks for review. Advertisement for construction bids was published on April 28, 2021. Construction activities are expected to start in July 2021 and extend for three (3) construction seasons, with completion in early 2024. Additional project information may be viewed at: <http://oddiewellsproject.com/>.

### Pyramid Highway and US 395 Connection

NDOT continues to work on the design that consists of increased roadway capacity and multimodal improvements on Pyramid Highway, from Queen Way to Golden View Drive. Design of this phase is anticipated to be complete in August 2022. The estimated overall Phase 1 cost is \$54.1 million. Working with FHWA, the RTC transferred the \$23 million BUILD Grant that it received from the USDOT to NDOT for construction of Phase 1 that is anticipated to begin in 2023 and take approximately eighteen (18) months to complete.

### Sun Valley Boulevard Corridor Improvement Project

Construction activities resumed at the intersection of Sun Valley Boulevard and 7<sup>th</sup> Avenue. Work is expected to be complete by June 2021. Improvements include added capacity and safety at the intersection and traffic signal upgrades. The project included two (2) illuminated crosswalks with flashers at Quartz Lane and Middle Fork Lane, ADA ramps, sidewalk, and bus stops to serve the extension of RTC RIDE Route 5. Pavement was reconstructed and striped to add bicycle lanes. Additional information may be viewed at: <http://SunValleyBlvd.org>.

### Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. RTC is working to acquire easements necessary for the pathway. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is begin paid through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement. The project is agreed to be constructed by NDOT through the agreement approved for Spaghetti Bowl Xpress (SBX) after RTC completes NEPA and the required property acquisitions and easements. The 408 permit required by United States Army Corp of Engineers (USACE) 408 permit is in its final stages prior to approval.

### Virginia Street RAPID Extension

Revenue service for the Virginia Street Bus RAPID Transit Extension to UNR commenced on March 6, 2021. Contract close out activities are being finalized. Additional information may be viewed at: <http://virginiastreetproject.com/>.

## **PAVEMENT PRESERVATION PROJECTS**

### 2021 Preventive Maintenance (Various Locations)

The 2021 Preventive Maintenance project consists of patching, crack sealing and slurry seal activities on approximately 200 lane miles of roadway. Lumos and Associates, Inc., is currently working on the scope for this year's program and candidate roadways and striping plans have been submitted to the local agencies for review and prioritization. Bids were opened on April 22, 2021, and the project has been awarded to Sierra Nevada Construction (SNC). Work is anticipated to begin this month.

### Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road, from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc., is the consultant for design and engineering during construction services. The RTC and Union Pacific Railroad (UPRR) have entered into an agreement for railroad crossing improvements. Construction bids were opened on March 25, 2021. A contract was awarded to the low bidder, West Coast Paving Inc. Construction is anticipated to begin following completion of planned railroad crossing improvements by UPRR. Construction will be complete by the end of summer 2021.

### Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row, from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc., is the consultant for design and engineering during construction services. The RTC is working to conclude the progressing of necessary rights to easements for ADA compliance. Construction is anticipated to begin in June 2021 and be complete this fall.

### Kings Row Rehab Project – Phase 2

The project includes rehabilitation/reconstruction of Kings Row from Wyoming Avenue to McCarran Boulevard. Lumos and Associates, Inc., has completed preliminary design and field investigation related work and is commencing with final design for this project. Construction is expected to begin in the spring/summer of 2022.

### Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group is the consultant for design and design and engineering during construction services. Design is complete. Solicitation documents are being finalized for advertising for bids later this month. Construction is anticipated to begin in August 2021 and take approximately two (2) months to complete.

#### Peckham Lane Rehab Project

The project includes rehabilitation/reconstruction of Peckham Lane, from S. Virginia Street to Baker Lane. The project also includes driveway, sidewalk and curb ramp improvements. Traffic signal improvements at the intersection of Peckham Lane and Baker Lane are planned in addition to providing fiber optic interconnectivity between South Virginia Street and Baker Lane. Preliminary design is underway. Construction is anticipated to begin late spring/early summer of 2022.

#### Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive, from Memory Lane to California Avenue, California Avenue, from Hunter Lake Drive to Booth Street, and First Street, from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination meetings and property acquisitions are ongoing. One hundred percent (100%) design submittal is scheduled for June 2021. Utility adjustments and relocations, being performed by NV Energy, are underway. Truckee Meadows Water Authority work will begin later this year. The project will be advertised for construction bids later this year.

#### Reno Consolidated 21-01 – Lund Lane, Armstrong Lane, and Yuma Lane

The project includes rehabilitation/reconstruction of the following street segments: Lund Lane, from Wedekind Road to Northtowne Lane; Armstrong Lane, from Susileen Drive to Yuma Lane; and Yuma Lane, from Armstrong Lane to Hunter Lake Drive. Eastern Sierra Engineering (ESE) is the consultant providing design and design and engineering during construction services. Sierra Nevada Construction was awarded the construction contract earlier this year. Construction is underway and expected to be complete by mid-June.

#### Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive

The project includes rehabilitation/reconstruction of the following street segments: Sky Valley Drive, from Summit Ridge Drive to the Highland Ditch, and Sky Mountain Drive, from the Highland Ditch to Summit Ridge Drive. Eastern Sierra Engineering (ESE) has completed all field investigations and topographic survey work. ESE is working on preliminary design, identification of existing utilities, horizontal layout of improvements, and analyzing bus stop improvements, including connectivity. Fifty percent (50%) design was submitted in March 2021. The team is working on addressing agency comments. Construction is scheduled to begin in the spring of 2022.

#### Sky Vista Parkway Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway, from just east of Vista Knolls Parkway to Silver Lake Road. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for design and engineering during construction services. Final design is anticipated to be complete in fall 2021. A right-of-way setting meeting was held and needed easements, both temporary and permanent, have been identified. Design of landscaping and retaining wall structures will be included in the 90% submittal scheduled for May 2021. Advertisement for bids will follow right-of-way acquisition in March 2022.

Sparks Consolidated 21-01 – Packer Way and Wild Island Court Project

The project includes rehabilitation/reconstruction of Packer Way, from Glendale Avenue to the Cul de Sac, and Wild Island Court, from Lincoln Way to the Cul de Sac, in the city of Sparks. Wood Rodgers Inc., is the consultant for design and engineering during construction services. The construction contract was awarded to Granite Construction. Work on Wild Island Court is complete. Work on Packer Way has begun and will be complete in June.

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

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>
Mill Street Complete Street Project	Hidden Valley Tech Center, LLC	\$1,310.00	\$0
Bus Stop Improvement and Connectivity Program Project	DB Investments Limited Partnership	\$1,500.00	\$0
Lemmon Drive Widening Project	Reinhardt Goll Family Trust	\$40,356	\$0
Lemmon Drive Widening Project	Reinhardt Goll Family Trust	\$12,804	\$0
Lemmon Drive Widening Project	BDF Trust	\$90,680	\$0
Lemmon Drive Widening Project	AutoZone Development LLC	\$15,240	\$0
Lemmon Drive Widening Project	United Federal Credit Union	\$30,950	\$0
Lemmon Drive Widening Project	Camino Viejo Investments, LLC	\$353,066	\$21,656

**CONTRACTS UP TO \$100,000**

DocuSign Inc., in the amount of \$4,050 for electronic signature services.



# REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 21, 2021

AGENDA ITEM 4.5

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



**Stuff A Bus for Seniors Drive-By Donation Drive is May 21** – As part of Older Americans Month, regional government organizations and local businesses, including KOLO Cares, Sam's Club, Washoe County, the Washoe County Human Services Agency, the City of Reno, the City of Sparks, and the Regional Transportation Commission of Washoe County are teaming up to fill an entire bus with community donations for our local seniors. Those wishing to donate can drop-off new, unused items to staff at Sam’s Club at 4835 Kietzke Lane in Reno, outside the RTC bus, Friday, May 21, from 2 p.m. – 7 p.m.



**RTC Launches Bus Safety Campaign** - As more members of our community receive the COVID-19 vaccine, the RTC continues to encourage passengers to get back on board transit. As part of this effort, the RTC launched a campaign to remind people that it is as safe to take the bus as it is to do everyday things that people continue to do, including go to the store, a restaurant or the office. Transit passengers will see the images on our buses and the community will see a video and images on the RTC's social media channels with this important 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. For RTC safety information, visit [rtcwashoe.com/ridesafe](http://rtcwashoe.com/ridesafe).*



### **RTC Coordinates with Various Transit Agencies, Vehicle Manufacturers and Associations –**

On May 7, RTC joined various transit agencies, vehicle manufacturers and associations in support of the US Department of Transportation’s adoption of hydrogen fuel cell electric buses alongside battery electric vehicles as they advance the Administration’s zero-emission agenda.



**RTC Launches Ridership Campaign –** A fully wrapped Proterra electric bus with the “Get On. Get Happy.” messaging can be seen along the Virginia Street corridor with the recent launching of the RAPID Virginia Line from Meadowood Mall to the University of Nevada, Reno. Similar messaging can also be seen on billboards along the route. Now “Get On. Get Happy.”

### **RTC RIDE Key Highlights –**

- 2020 New Flyer Bus Geo-Fencing feature training and installation complete
- April 2021 operator bid concluded which took effect on May 8
- A new Assistant Operations Manager has been promoted internally
- Token Validator and new ticket training for operators and Token Transit Trip Planner integration complete
- Maintenance department Hanover Display training completed
- Prepped operations staff for Next Bus upgrade and changes
- April Safety Training for Operations included: *Defensive Driving and Speeding, Hands free is not risk free, Sexual Harassment Awareness, Hostile Environment, Earth Day and Token Transit; Safety Training for Maintenance included fall protection, and Earth Day and Sexual Harassment Awareness*
- OSHA Complaint sent April 7<sup>th</sup>, on mask compliance for a manager in the dispatch office, was answered on April 15<sup>th</sup> and closed out on April 19<sup>th</sup>
- Keolis is conducting a companywide survey in conjunction with Mercer Sirota to get the pulse of the employees and to seek key areas where improving the climate of the transit workers and leadership will be the foundation. Keolis is setting the roadmap for 2021 and beyond and would like to ensure we have an organization that is able to support the vision and people in the execution of its strategic plan. Topics range from safety, communications, personal development, the individual employee role, team roles, and the quality of leadership. The results will identify areas of improvement and managers will collaborate to put actions in place to address those areas.



- Keolis celebrated Mother Earth on April 22<sup>nd</sup> with their staff. Employees were given reusable water bottles, grocery bags and butterfly wildflower seeds that they could plant. Additional Earth Day giveaways included recycled paper bookmarks, Earth shaped stress balls, pencils, key chains and other fun stuff to share with their families. Along with the day's celebration, employees were asked to participate in an *Earth Day pledge* listing something that they can do to help the planet this year.



### **RTC ACCESS Key Highlights -**

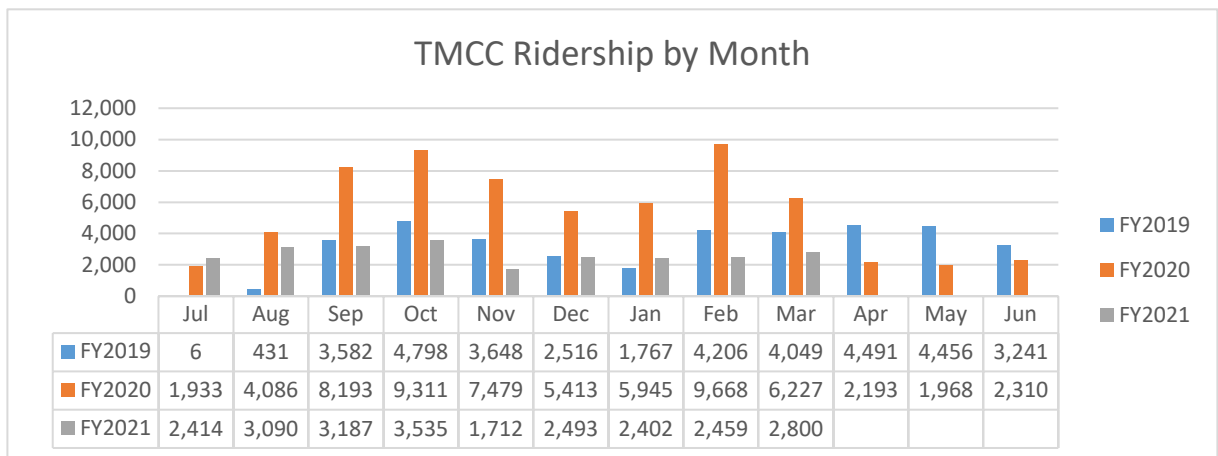
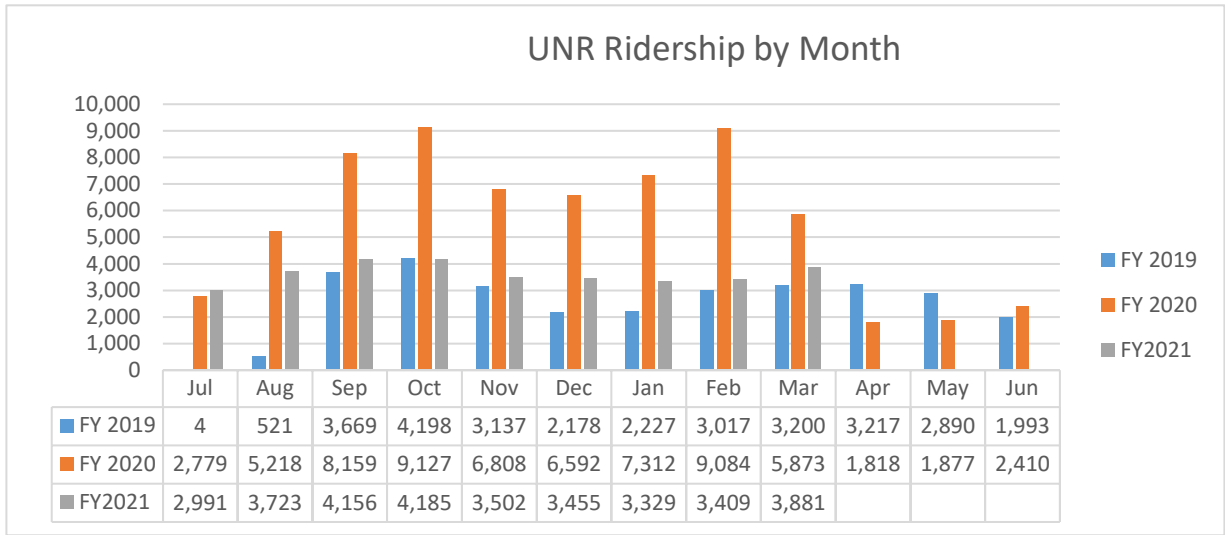
- FlexRIDE update:
  - All time high for weekly Completed Boardings of 1,589
    - North Valleys = 726
    - Sparks/Spanish Springs = 837
    - Verdi = 26
  - Total Cancelled Trips decreased by 5%
  - No Show Cancelled Trips decreased by 1%
- MTM management held an Easter Safety Blitz that included an old fashioned Easter egg hunt. Staff hunted for plastic eggs containing safety messages and treats. Eggs could be found scattered in buses where they could be found during a correct pre-trip inspection, and around the grounds of the Sutro facility bringing attention to areas including Dispatch, fire extinguishers, and the detour and Safety boards.
- Corporate wide, the Reno MTM team placed Second in the Safety Blitz contest, and will be celebrating with a staff luncheon.



### **TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Vanpools increased to 245 from 240 with over 160 of those serving the Tahoe-Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla continues operations with COVID-19 precautions. We are working with Walmart and Chewy who could join the vanpool program in the coming months. The Vanpool program has not only rebounded to its pre-pandemic level (218) but has increasingly been adding to that total. Staff will continue to monitor this situation.
- There are no updates on the trip reduction ordinance for the City of Reno.
- There are no new updates on the ED Pass with the University. Staff hopes to be back on campus for the fall semester.
- Staff continues to work with developers to include the bus pass subsidy programs in redeveloped apartment complexes in Reno.

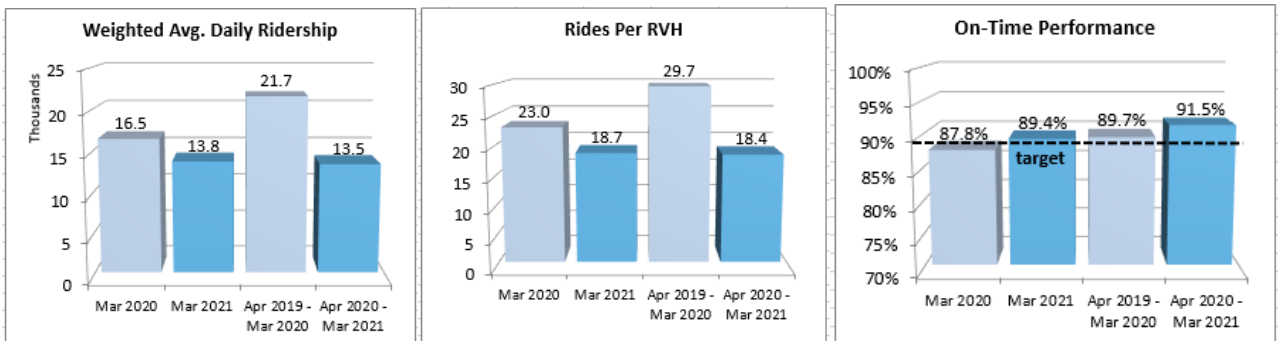
Below are the Ridership numbers from the Ed Pass program thru March 2021:



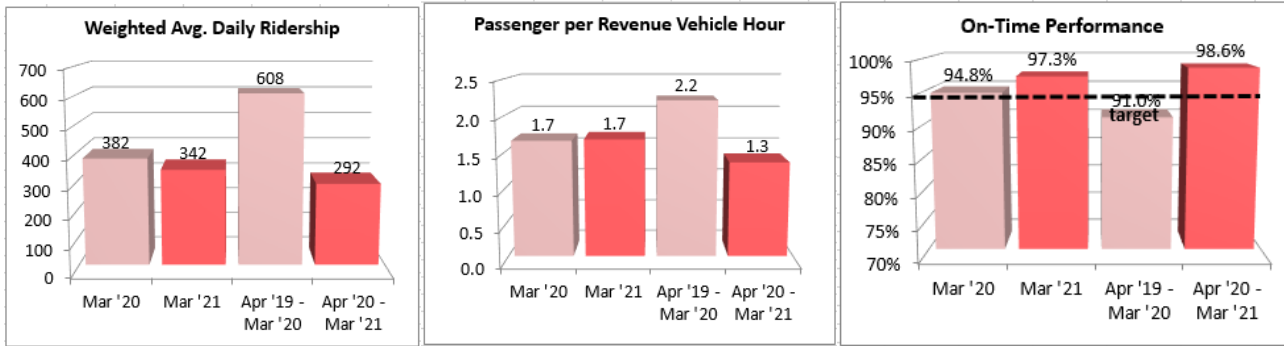
Ridership during the pandemic is still higher than ridership before the Ed Pass pilot program began.

**MARCH 2021 TRANSIT PERFORMANCE**

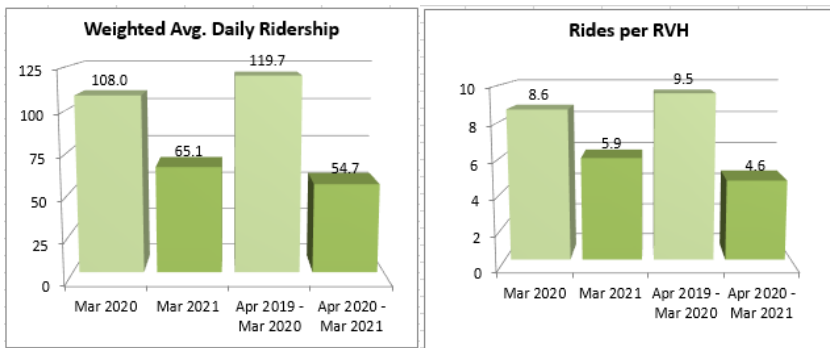
**RTC RIDE**



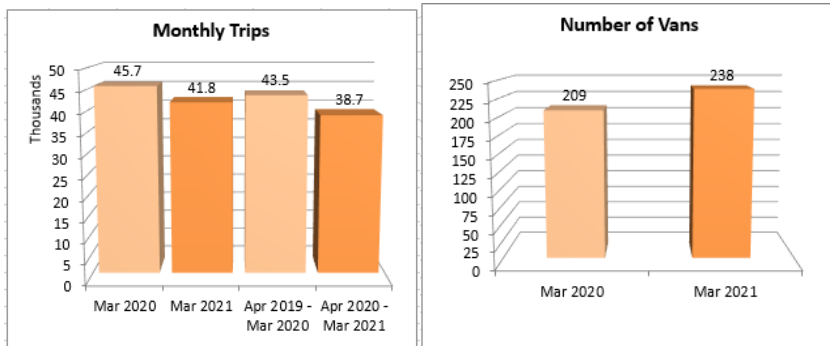
**RTC ACCESS**



**TART**



**RTC VANPOOL**



**ATTACHMENTS**

- A. RTC RIDE Performance Statistics Table
- B. RTC ACCESS Performance Statistics Table
- C. TART Performance Statistics Table
- D. RTC RIDE Fiscal Year Comparison Charts
- E. RTC ACCESS Fiscal Year Comparison Charts
- F. TART Fiscal Year Comparison Charts
- G. RTC Vanpool Fiscal Year Comparison Charts

**RTC RIDE Performance Statistics<sup>1</sup>**

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2021	Percent Change	Mar 2020	Apr 2020 - Mar 2021	Percent Change	Apr 2019 - Mar 2020
Monthly Ridership	431,899	-15.4%	510,367	4,878,879	-37.8%	7,840,564
Weighted Avg. Daily Ridership	13,786	-16.6%	16,536	13,462	-37.8%	21,656
Revenue Vehicle Hours (RVH)*	23,133	4.1%	22,228	264,722	0.3%	263,903
Rides Per RVH*	18.7	-18.7%	23.0	18.4	-38.0%	29.7
Revenue Vehicle Miles (RVM)*	248,193	-1.4%	251,814	2,845,783	-2.4%	2,914,786
Complaints Per 25,000 Rides	5.50	84.0%	2.99	3.76	-0.6%	3.78
On-Time Performance <sup>2</sup>	89.4%	1.9%	87.8%	91.5%	2.0%	89.7%

Performance Indicator	Feb 2021	Percent Change	Feb 2020	Mar 2020 - Feb 2021	Percent Change	Mar 2019 - Feb 2020
Revenue	\$237,486	-28.0%	\$329,619	\$2,773,968	-41.1%	\$4,706,437
Farebox Recovery Ratio	10.2%	-18.1%	12.5%	8.6%	-40.8%	14.6%
Subsidy per Ride	\$5.44	44.8%	\$3.76	\$5.91	72.4%	\$3.43

<sup>1</sup> RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, and UNR Midtown Direct

<sup>2</sup> Percent of trips zero min. early and five minutes or less late

\* - RVH and RVM are preliminary for March

**RTC ACCESS Performance Statistics**

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar '21	Percent Change	Mar '20	Apr '20 - Mar '21	Percent Change	Apr '19 - Mar '20
Monthly Ridership	10,849	-7.7%	11,750	104,240	-52.1%	217,472
Weighted Avg. Daily Ridership	342	-10.5%	382	292	-52.0%	608
Revenue Vehicle Hours	6,495	-8.8%	7,120	77,415	-21.3%	98,305
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.67	1.2%	1.65	1.35	-39.1%	2.21
Revenue Vehicle Miles (RVM)	91,096	-3.2%	94,093	886,025	-46.3%	1,650,078
Complaints per 1,000 Rides	0.55	-18.8%	0.68	0.69	35.3%	0.51
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	-100.0%	1.06	0.67	2.3%	0.66
On-Time Performance (does not include taxi data)	97.3%	2.6%	94.8%	98.6%	8.4%	91.0%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	Dec '20	Percent Change	Dec '19	July '20 - Dec '20	Percent Change	Dec '19 - July '19
Revenue*	\$92,962	-42.3%	\$161,108	\$630,265	-32.7%	\$937,074
Farebox Recovery Ratio*	12.97%	-35.09%	19.98%	14.20%	-32.83%	21.14%
Subsidy per Passenger*	\$45.56	65.1%	\$27.60	\$49.87	117.1%	\$22.97

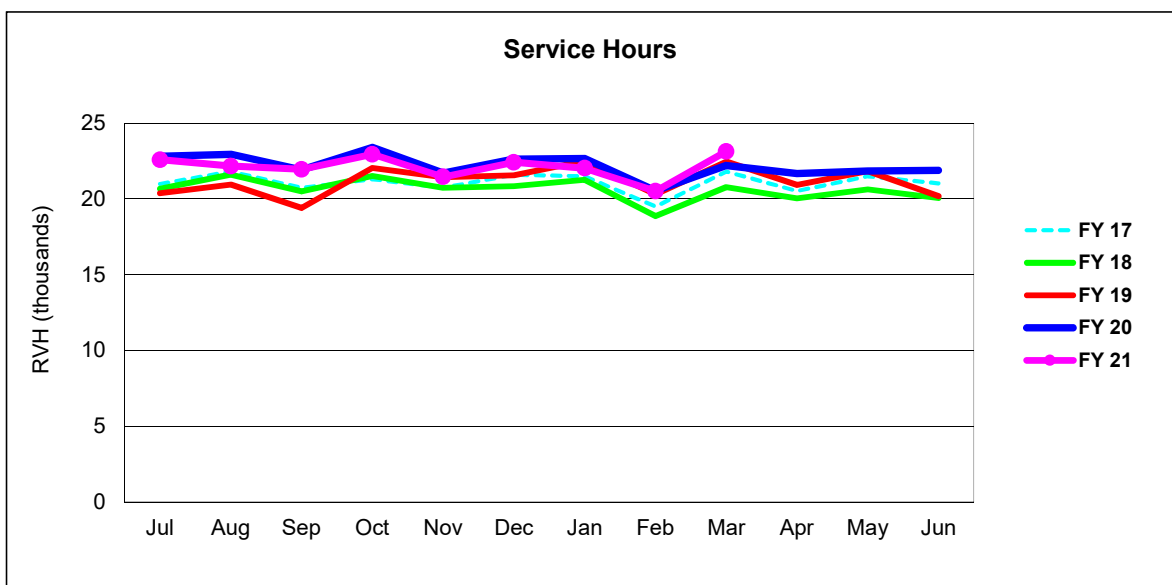
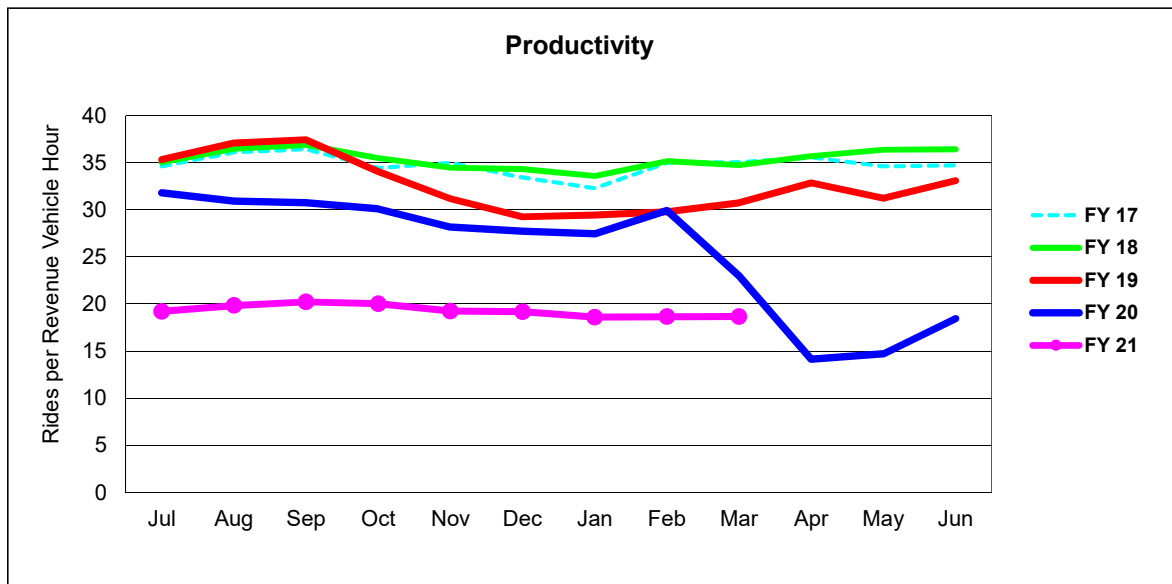
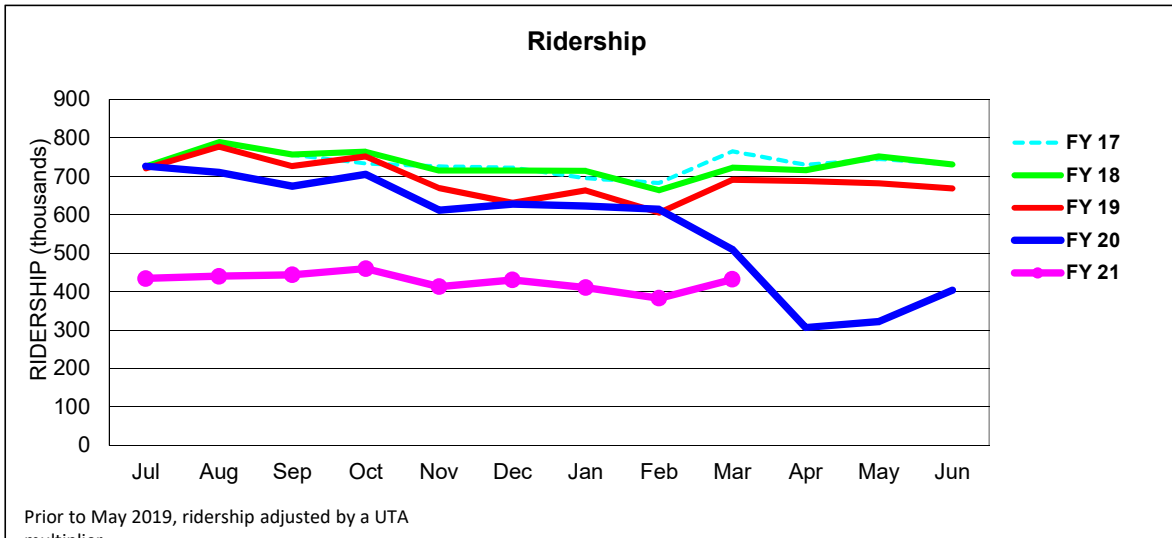
\*December 2020 data is the latest available.

**TART Performance Statistics**

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Mar 2021	Percent Change	Mar 2020	Apr 2020 - Mar 2021	Percent Change	Apr 2019 - Mar 2020
Monthly Ridership	2,015	-39.8%	3,346	19,622	-54.7%	43,335
Weighted Avg. Daily Ridership	65.1	-39.7%	108.0	54.7	-54.3%	119.7
Revenue Vehicle Hours (RVH)	341	-12.0%	387	4,242	-6.6%	4,541
Rides per RVH	5.9	-31.6%	8.6	4.6	-51.5%	9.5
Revenue Vehicle Miles (RVM)	5,057	21.6%	4,157	84,875	-4.4%	88,747
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$28,190
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	5.1%
Subsidy per Ride	\$21.35	50.6%	\$14.18	\$27.11	123.7%	\$12.12

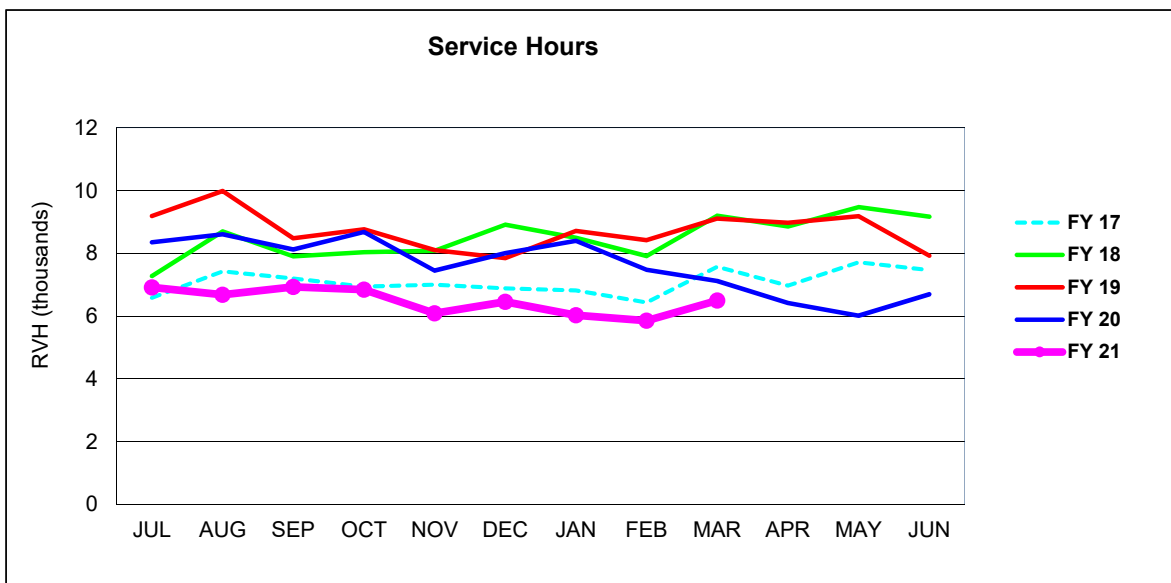
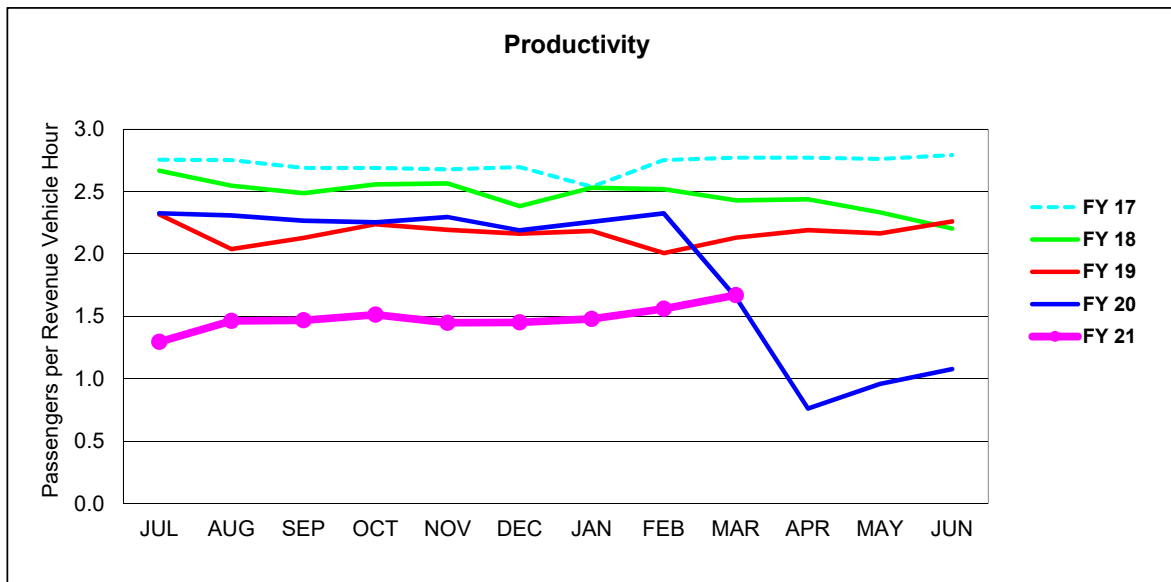
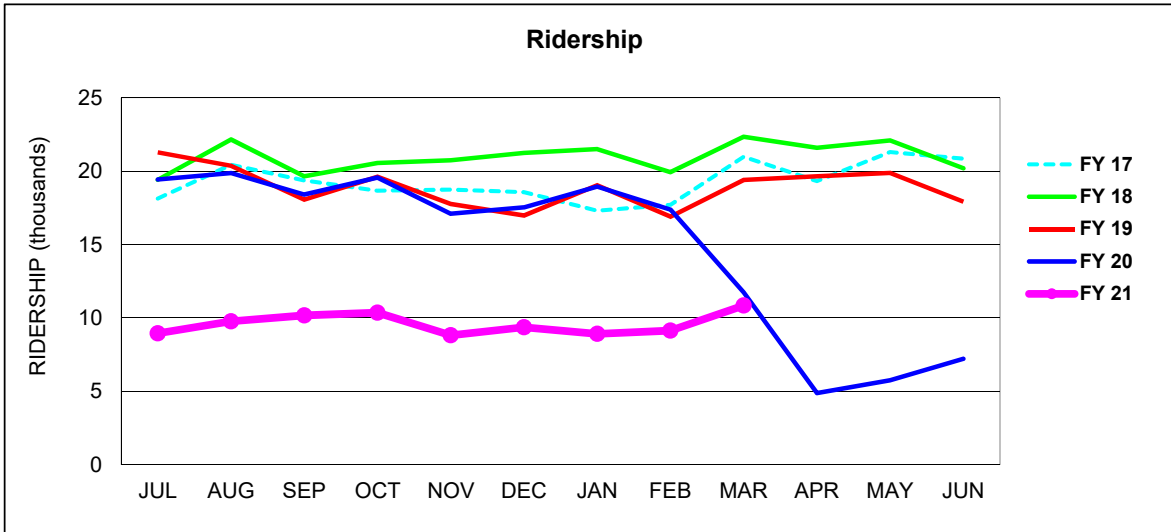
\* - Effective December 12, 2019 TART started providing free rides for a two-year trial period.

**RTC RIDE  
Fiscal Year Comparisons**

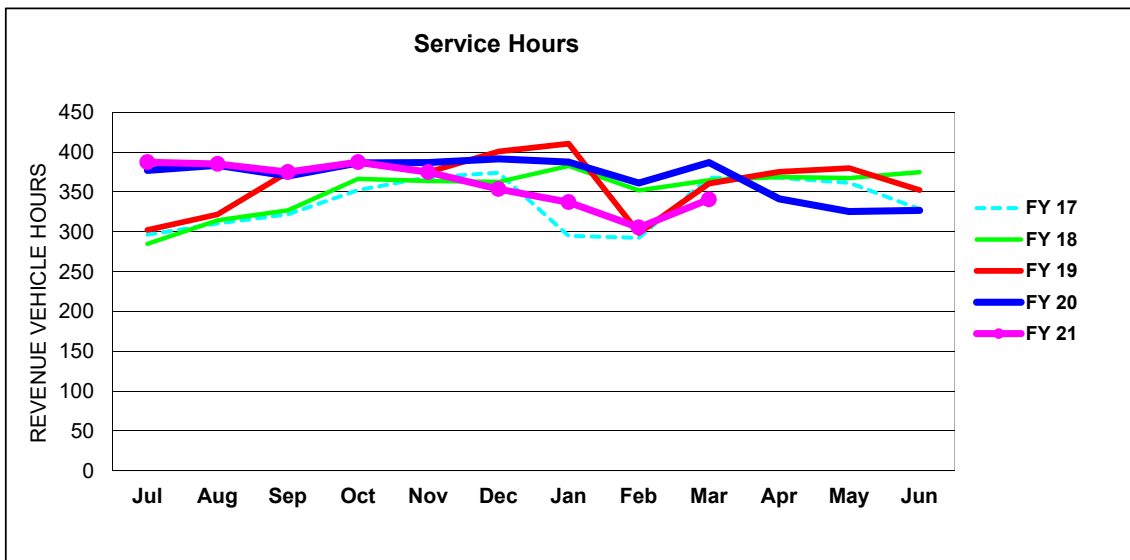
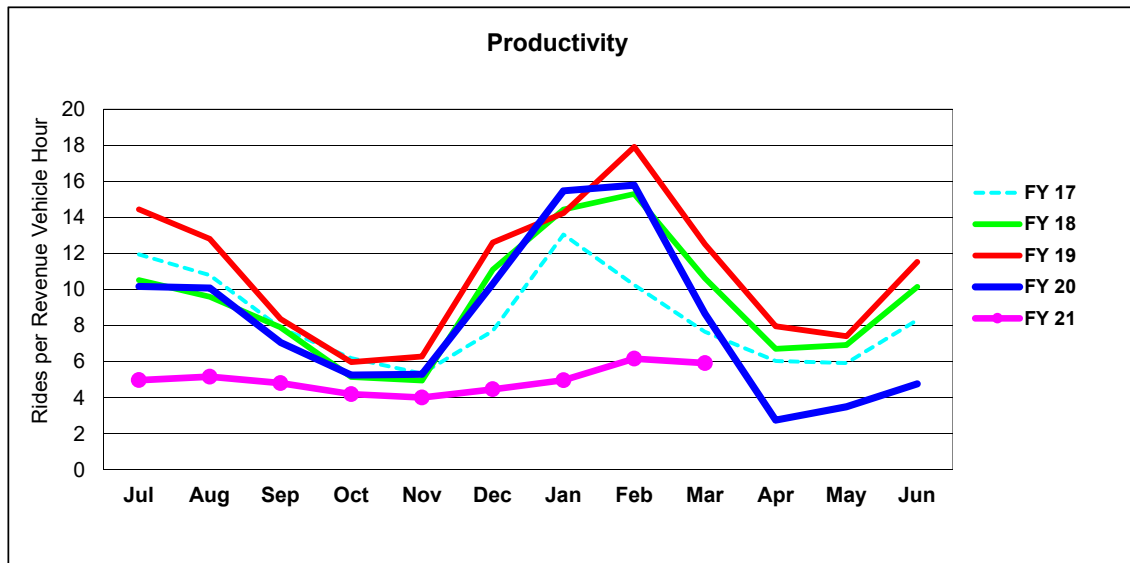
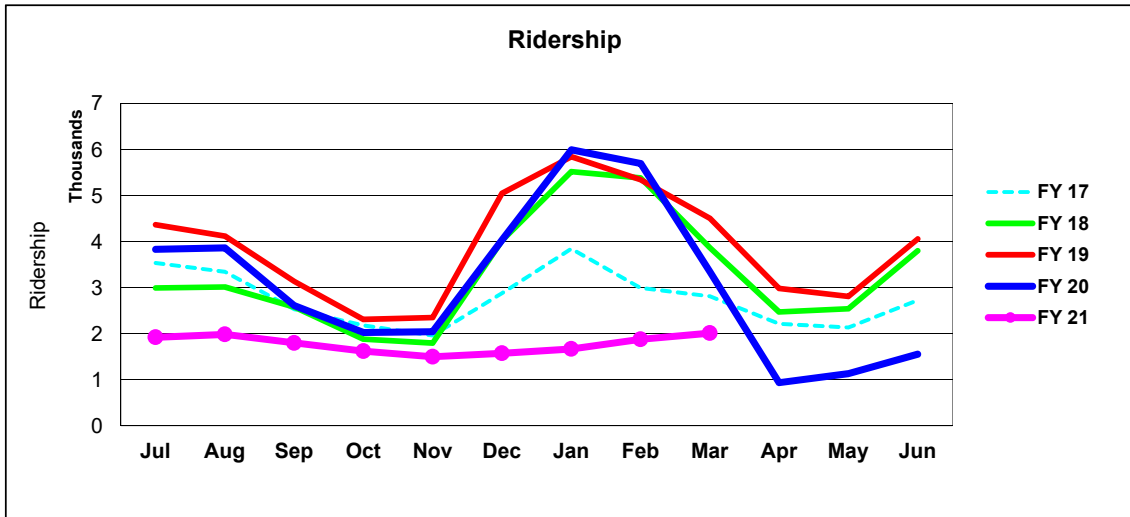




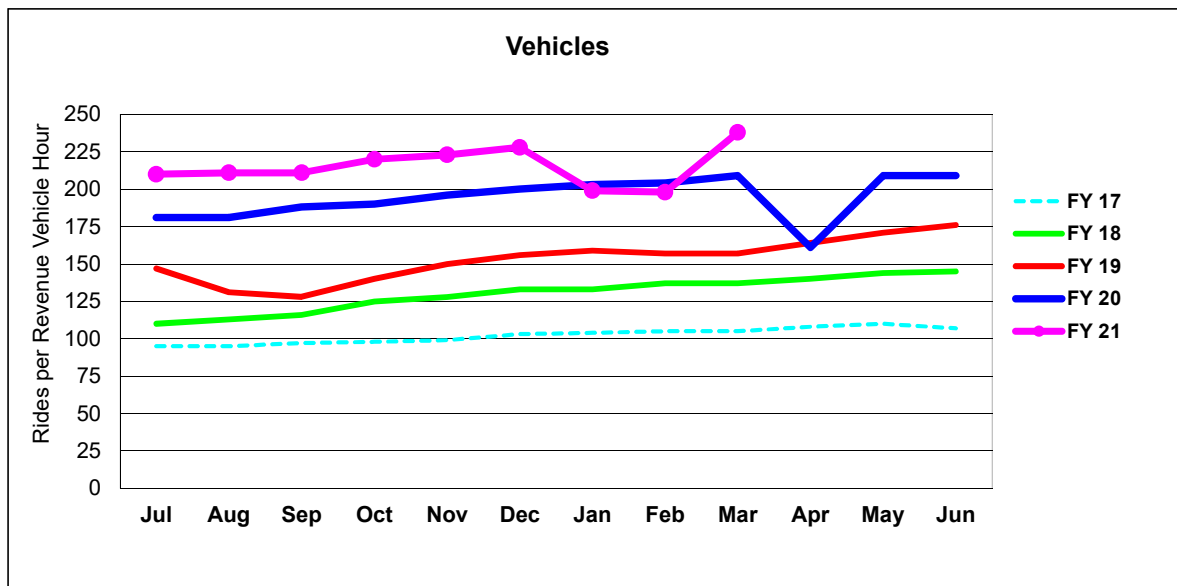
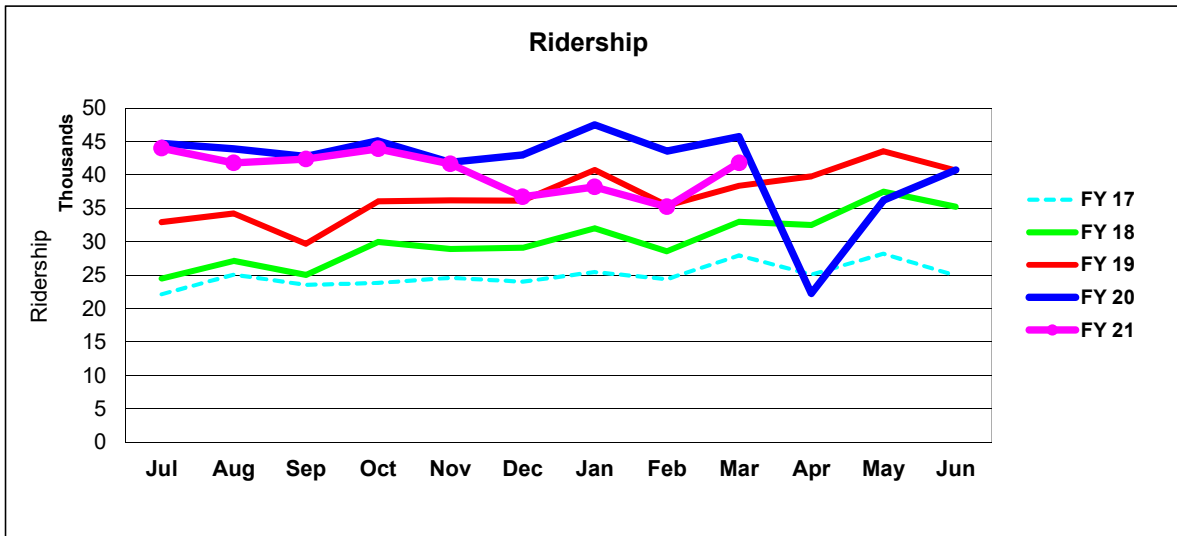
**RTC ACCESS  
Fiscal Year Comparisons**



**TART - Nevada  
Fiscal Year Comparisons**



**RTC Vanpool  
Fiscal Year Comparisons**





**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 21, 2021

AGENDA ITEM 4.6

From: Stephanie Haddock, Finance Director/CFO

**RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

**PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
Bus Stop Improvement and Connectivity-Task Order 1-Phase 2	May 04, 2021
Kings Row Rehabilitation Project	May 06, 2021
Terminal and Sutro Repaving Project	May 12, 2021
Oddie Boulevard-Wells Avenue Corridor	May 26, 2021

<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
Peppermill BRT Project	May 25, 2021

**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.*

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
ITS Phase 3	Titan Electrical Contracting	04/15/2021	\$813,510
Installation for Proterra Bus Chargers	EV Infrastructure	04/19/2021	\$393,184
2021 Preventative Maintenance	Sierra Nevada Construction, Inc.	04/27/2021	\$5,761,007
Lemmon Drive Segment 1	Q & D Construction	05/10/2021	\$17,600,000
Bus Stop ICP Phase 2	Spanish Springs Construction	05/15/2021	\$1,370,444

**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.*

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
Camera Wi-Fi Project	Safe Fleet/Seon	\$28,708

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

There were none.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.7**

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

Mark Maloney  
Director of Public Transportation

Brian Stewart, P.E.  
Engineering Director

**Through:** Bill Thomas, AICP  
Executive Director

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**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 5, 2021, and recommended approval of the draft FY 2022 RTC Final Budget to RTC Board.

**Technical Advisory Committee (TAC)**

The TAC met on May 6, 2021, and recommended approval of the draft FY 2022 RTC Final Budget to RTC Board.

**Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)**

The RRIF TAC did not meet in March or April prior to the Board meeting.

**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 21, 2020

**AGENDA ITEM 4.8**

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

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**RECOMMENDED ACTION**

Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers (NCE) for construction management services on the Oddie/Wells Multimodal Improvements Project in an amount not-to-exceed \$3,791,316.

**BACKGROUND AND DISCUSSION**

This agreement (Attachment A) with NCE is for construction management for the Oddie/Wells Multimodal Improvements Project in the amount of \$3,791,316. The project includes constructing cycle track, sidewalk, a multi-use path, landscaping, lightning, center medians, and roadway and intersection improvements on Wells Avenue, beginning at the intersection of the I-80 westbound ramps in the city of Reno to Oddie Boulevard, and continuing the improvements on Oddie Boulevard to the eastern project limits at the Pyramid Way intersection in the city of Sparks.

NCE was selected as the highest ranked firm out of the four (4) responsive proposals that the RTC received for construction management services for the Oddie/Wells Project in response to the Request for Proposals (RFP) advertised on January 19, 2021. Negotiation of the scope, schedule and budget resulted in the not-to-exceed fee amount that is within the appropriated budget.

**FISCAL IMPACT**

Appropriations are included in the FY 21 Budget and FY 21 Program of Projects.

**PREVIOUS BOARD ACTION**

January 15, 2021	Approved the Request For Proposals (RFP) for Construction Management Services
December 18, 2020	Approved Amendment No. 1 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., to include El Rancho Drive rehabilitation design
December 20, 2019	Approved the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., for Final Design
April 19, 2019	Acknowledged receipt of project update



April 20, 2018                      Approved the selection of Stantec Consulting Services, Inc., and a Professional Services Agreement (PSA) for Preliminary Engineering Design

August 17, 2017                      Approved the Request For Proposals (RFP) for Preliminary Design

**ATTACHMENT(S)**

A. Professional Services Agreement with Nichols Consulting Engineers (NCE)

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of May 24, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Construction Management Services in connection with the Oddie/Wells Multimodal Improvements Project; and

WHEREAS, the Project will maintain the existing roadway configuration and will include multi-modal and safety improvements.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 4)	\$3,591,316
<u>Construction Contingency (Optional)</u>	<u>\$200,000</u>
Total Not-to-Exceed Amount	\$3,791,316

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement.

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

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

#### ARTICLE 7 - TERMINATION

##### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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



11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

12.1. RTC's Project Manager is Maria PazFernandez 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 John Welsh 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  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 335-1827

CONSULTANT: John Welsh, PE  
Principal Engineer  
NCE  
1885 S. Arlington, Suite 111  
Reno, NV 89509  
(775) 329-4955

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

NICHOLS CONSULTING ENGINEERS, CHTD

By: \_\_\_\_\_  
John Welsh, PE, Principal

SAMPLE

**Exhibit A**

Scope of Services

SAMPLE

**EXHIBIT A**

**SCOPE OF SERVICES  
FOR THE  
CONSTRUCTION MANAGEMENT SERVICES  
ODDIE BOULEVARD – WELLS AVENUE CORRIDOR PROJECT**

**INTRODUCTION**

This scope of services is based on the Oddie Boulevard/Wells Avenue Corridor Project E 9<sup>th</sup> Street to Pyramid Way 100% design review Plans and Specifications prepared by Stantec dated March 25, 2021. The tentative construction start is July 2021 with an anticipated duration of five hundred twenty (520) working days. Three seasonal shutdowns and construction restarts are anticipated with a tentative construction completion in May 2024. During the off-season, it is anticipated that during each of the assumed 16-week seasonal shutdowns that 50 days will either be working days or no work will occur due to weather. For the remainder 30 days of each of the seasonal shutdowns, the Contractor may have limited staff or skeleton crews working or non-“critical path” items of work or performing partial days of work requiring part-time construction management services. This work does not include mobilization, demobilization, clean-up, or punch list items.

**TASKS**

**1.0 CONTRACT ADMINISTRATION**

Contract administration services are anticipated to begin approximately four weeks before the Contractor’s notice to proceed in July 2021. Work effort is expected to be reduced during the seasonal shutdowns and resume as weather permits for the 2022, 2023, and 2024 construction seasons. After the Contractor is substantially complete, it is estimated the construction administration team will need about six weeks to close out the project. CONSULTANT will provide contract administration services as follows:

- Prepare agenda and lead the preconstruction conference
- Utilize the construction submittal software provided by the Contractor to track the project submittals. Construction submittals, requests for information, and plan revisions will be managed within the software including assignments to project team members, statuses, due dates, and revision tracking.
- Lead weekly construction meetings, prepare and distribute agenda and meeting minutes
- Perform construction coordination working directly with the RTC Project Manager in conjunction with representatives from the City of Reno, City of Sparks, and utility companies.
- Review and provide recommendations on contractor’s traffic control plans
- Review and approve contractor's submittals 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 and provide recommendations on manhole protection plan
- 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
- Track and distribute requests for information to the Design Engineer
- Prepare letter of substantial completion
- Assist the design engineer in providing record drawings for the completed project

Additional contract administration tasks will include limited public outreach support as follows:

- Verify distribution of public relations notices required to be delivered by the Contractor
- Coordinate with businesses prior to and during construction to explain what is to be expected during construction
- Address general questions and complaints from community members
- Work closely with RTC's communications team in the preparation of schedules and traffic control updates to be routinely distributed to the community by RTC
- For each of the 134 parcels with proposed screen walls, CONSULTANT will interact with the property resident a minimum of approximately 14-day, 7-day, and 1-day prior to construction adjacent to/on their property. In addition, utility conflicts with screen walls may require extensive coordination with AT&T and other utilities.

Public outreach assumptions:

- The project public information and outreach program will be prepared and delivered by RTC
- All property rights of entry required for construction of the screen walls and associated side yard fencing extension are in place
- RTC will provide CONSULTANT all signed "right of entry"/PTE/PTC documents prior to construction within each of the four "phases"
- RTC will provide CONSULTANT any legal or verbal agreements RTC has made with property owners (preservation or demo of existing structures, fences, trees, etc.)
- RTC will provide a contacts list with owners and/or tenants contact information (addresses, phone, email)



## 2.0 CONSTRUCTION SURVEYING

CONSULTANT will provide construction staking as follows:

- One set of offset stakes for storm drains including proposed manholes, connection points, pipe ends, drop inlets, catch basins, and headwall corners. Stakes will be set for the features mentioned and points on line not to exceed 100' station increments along piping alignments.
- One set of offset stakes for street lighting electrical and fiber optic infrastructure including conduit alignments, pull boxes, and street light base centers. Stakes will be set at angle points and points on line not to exceed 100' lengths along conduit alignments.
- One set of stakes for the curb and gutter and related improvements consisting of offset and, when required, line stakes for the proposed valley gutter, curb and gutter, median curbs, sidewalk, driveway approaches, and pedestrian ramp improvements. Stakes will be set at angle points, grade breaks, radius points, pedestrian ramp  $\frac{1}{4}$  points around curb returns, centerline pedestrian ramps, begin and end of driveways, begin and end of curves, and points on-line not to exceed 50' station increments.
- One set of offset stakes for retaining walls and privacy walls. Stakes will be set at the begin and end of wall alignments, height step down locations, points on line not to exceed 100' station increments and 50' on curved segments along wall alignments.
- One set of stakes for the roadway improvements consisting of offset and, when required, line stakes for the proposed vertical and horizontal roadway centerline alignments, edge of pavement, guardrail, and NDOT barrier rail. Construction stakes will be set at angle points, grade breaks, radius points, begin and end of horizontal and vertical curves, high and low points of vertical curves, and points on line not to exceed 100' station increments on tangent runs and 50' increments along curves.
- Location of proposed traffic signal improvements for approximately thirteen (13) intersections. Stakes to be provided for signal pole, pedestal, cabinet & controllers locations and ancillary equipment as requested.
- Painted marks for the proposed striping consisting of paint marks at the beginning of striping, 50' intervals on tangent runs, angle points, end of striping, begin of curves, 25' intervals along curves, end of curves, and radius points.
- Location of proposed signage consisting of a stake set at the actual location of the proposed sign based upon station and offset. Stakes will delineate the type of sign proposed for each location and will correspond to the sign schedule referenced on the plan set.
- Location of the proposed landscape improvements consisting of offset and when required, line stakes for landscape berms, irrigation piping, conduits and sleeves, meters, tree locations, decorative structures, and ancillary equipment as required.
- Location of existing utilities to be raised upon completion of paving, including water and gas valve risers, utility vaults, and sewer and storm drain manholes will be staked to facilitate raising to finish grade.
- Eighteen (18) roadway survey monuments will be referenced in four directions and reset upon completion of paving improvements. Corner Records to be filed with Washoe County.

### **3.0 INSPECTION**

CONSULTANT will provide one (1) full time inspector during all construction activities. 10-hour work days and a 520 working day contract period are anticipated. A second inspector may be provided for 10-hour work days for up to 130 working days. In addition, 4-hour work days for 90 non-working days during the seasonal shutdowns 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
- Track quantities of work performed
- 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
- Assist in preparation of the Punch List
- Maintain a field redline set of drawings to incorporate contractor record drawing mark-ups

CONSULTANT will provide additional inspectors as necessary during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

### **4.0 MATERIALS TESTING**

CONSULTANT will provide the following:

- Material Testing for compliance with the Specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements and NDOT Standard Specifications for Road and Bridge Construction (Silver Book)
- AC Plant Inspection and Testing
- Asphalt Cement Testing
- On-site Nuclear Gauge Testing & Sampling
- Plantmix Bituminous Pavement Testing
- Plantmix Bituminous Pavement Coring and Lab Testing
- Top Lift Longitudinal Joint Testing and Coring

### **5.0 CONSTRUCTION CONTINGENCY**

This is a contingency for miscellaneous increases within the scope of this contract in the performance of construction support services for the Project. If the CONSULTANT or RTC's Project Manager 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 B**

Compensation

SAMPLE



**Exhibit B**  
**Cost Proposal for Construction Management Services**  
**Oddie Boulevard - Wells Avenue Corridor Project**  
**E 9th Street to Pyramid Way**

Task No.	Description	Principal/ Project Manager	Construction Manager	Staff Engineer/ Lead Inspector	Lead Inspector OT	Lead Inspector OT (Weekend)	Project Inspector	Field Project Manager	Schedule Analyst	Testing Technician	Testing Technician OT	Document Control	Clerical	Construction Surveying	Materials Testing	Expenses	Sub-Consultant Markup	Totals
	Hourly Rate	\$260.00	\$145.00	\$140.00	\$182.00	\$182.00	\$130.00	\$185.00	\$135.00	\$105.00	\$135.00	\$110.00	\$90.00					
<b>1</b>	<b>Contract Administration</b>	<b>218</b>	<b>3760</b>	<b>520</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>0</b>	<b>2720</b>	<b>144</b>					
	Project Management	216											40			\$150.00		\$59,910.00
	Pre-Construction Administration	2	120						32			120	4			\$500.00		\$36,300.00
	Construction Administration		3120	520					106			2080	100			\$62,000.00		\$839,310.00
	Winter Shutdown Administration		360									360				\$4,500.00		\$96,300.00
	Post-Construction Administration		160									160						\$40,800.00
	Subtotal Fees	\$56,680.00	\$545,200.00	\$72,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,630.00	\$0.00	\$0.00	\$299,200.00	\$12,960.00	\$0.00	\$0.00	\$67,150.00	\$931.50	\$1,073,551.50
<b>2</b>	<b>Construction Surveying</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>					
	Storm Drain													\$24,000.00				\$24,000.00
	Electrical & Fiber Optic													\$24,000.00				\$24,000.00
	Curb & Gutter													\$180,000.00				\$180,000.00
	Retaining & Privacy Wall Staking													\$47,000.00				\$47,000.00
	Roadway Staking													\$38,000.00				\$38,000.00
	Traffic Signal Improvements Staking													\$24,000.00				\$24,000.00
	Signage & Striping													\$15,000.00				\$15,000.00
	Landscape Improvements													\$19,000.00				\$19,000.00
	Reset Survey Monuments													\$18,000.00				\$18,000.00
	Utility Raising Survey													\$20,000.00				\$20,000.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$409,000.00	\$0.00	\$0.00	\$20,450.00	\$429,450.00
<b>3</b>	<b>Inspection</b>	<b>0</b>	<b>0</b>	<b>4416</b>	<b>984</b>	<b>280</b>	<b>1300</b>	<b>416</b>	<b>0</b>	<b>360</b>	<b>0</b>	<b>0</b>	<b>0</b>					
	Pre-Construction			40														\$5,600.00
	Construction			3,936	984	280	1,300	416								\$75,000.00		\$1,102,048.00
	Winter Shutdown			360						360						\$9,200.00		\$97,400.00
	Post-Construction			80														\$11,200.00
	Subtotal Fees	\$0.00	\$0.00	\$618,240.00	\$179,088.00	\$50,960.00	\$169,000.00	\$76,960.00	\$0.00	\$37,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,200.00	\$51,712.40	\$1,267,960.40
<b>4</b>	<b>Field Testing &amp; Materials Testing</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>416</b>	<b>0</b>	<b>3584</b>	<b>316</b>	<b>0</b>	<b>0</b>					
	Project Management, Meetings, On-site							416										\$76,960.00
	Field Testing									3,584	316					\$64,000.00		\$482,980.00
	Materials Testing													\$221,350.00				\$221,350.00
	Subtotal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,960.00	\$0.00	\$376,320.00	\$42,660.00	\$0.00	\$0.00	\$0.00	\$221,350.00	\$64,000.00	\$39,064.50	\$820,354.50
<b>5</b>	<b>Construction Contingency (Optional)</b>																	
	Subtotal Fees																	\$200,000.00
	<b>Total Hours</b>	<b>218</b>	<b>3760</b>	<b>4936</b>	<b>984</b>	<b>280</b>	<b>1300</b>	<b>832</b>	<b>138</b>	<b>3944</b>	<b>316</b>	<b>2720</b>	<b>144</b>					<b>19572</b>
	<b>Total Fee</b>	<b>\$56,680.00</b>	<b>\$545,200.00</b>	<b>\$691,040.00</b>	<b>\$179,088.00</b>	<b>\$50,960.00</b>	<b>\$169,000.00</b>	<b>\$153,920.00</b>	<b>\$18,630.00</b>	<b>\$414,120.00</b>	<b>\$42,660.00</b>	<b>\$299,200.00</b>	<b>\$12,960.00</b>	<b>\$409,000.00</b>	<b>\$221,350.00</b>	<b>\$215,350.00</b>	<b>\$112,158.40</b>	<b>\$3,791,316.40</b>

- PCSG
- CME
- BBV
- CME and NCE

**Exhibit B-1**

**ODDIE BOULEVARD – WELLS AVENUE CORRIDOR PROJECT  
CONSTRUCTION SERVICES – 520 WORKING DAYS  
PROJECT TEAM AND BILLING RATES**

<b>Name</b>	<b>Firm</b>	<b>Title</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
<b>Angie Hueftle, PE</b>	<b>NCE</b>	<b>Project Principal</b>	<b>\$260</b>	<b>N/A</b>
<b>John Welsh, PE</b>	<b>NCE</b>	<b>Project Manager</b>	<b>\$260</b>	<b>N/A</b>
<b>Anna Henke, PG</b>	<b>NCE</b>	<b>Construction Manager</b>	<b>\$145</b>	<b>N/A</b>
<b>Project Administrator</b>	<b>NCE</b>	<b>Document Control</b>	<b>\$110</b>	<b>\$165</b>
<b>John Collins</b>	<b>PCSG</b>	<b>Schedule Analyst</b>	<b>\$135</b>	<b>N/A</b>
<b>Verdi Legg/Marty Crew</b>	<b>CME</b>	<b>Field Project Manager</b>	<b>\$185</b>	<b>N/A</b>
<b>Art Legg</b>	<b>CME</b>	<b>Lead Project Inspector</b>	<b>\$140</b>	<b>\$182</b>
<b>Dick Minto</b>	<b>NCE</b>	<b>Project Inspector</b>	<b>\$130</b>	<b>N/A</b>
<b>Testing Technician</b>	<b>CME</b>	<b>Testing Technician</b>	<b>\$105</b>	<b>\$135</b>
<b>Grant Alexander, PLS</b>	<b>BBV</b>	<b>Lead Field Surveyor</b>	<b>\$95</b>	<b>N/A</b>
<b>Erik Lee, PE</b>	<b>BBV</b>	<b>Survey Project Manager</b>	<b>\$105</b>	<b>N/A</b>
<b>Survey Crew (2-man GPS)</b>	<b>BBV</b>	<b>Survey Crew (2-man GPS)</b>	<b>\$210</b>	<b>N/A</b>

**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

**Exhibit C**

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

2020-08-27 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 to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. 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, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

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

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to 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 21, 2021

**AGENDA ITEM 4.9**

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

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**RECOMMENDED ACTION**

Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, (Headway) for design services and optional construction management services for the Traffic Engineering (TE) Spot 11 – Package 2 Project in an amount not-to-exceed \$385,240.

**BACKGROUND AND DISCUSSION**

This Agreement (see Attachment A) with Headway, is for design services and optional construction management services for the TE Spot 11 – Package 2 Project in the amount of \$385,240. The scope of the project includes installation of new traffic signals at the following four (4) intersections: Golden Valley Road / Beckwourth Drive, Mill Street / Telegraph Street, and South Meadows Parkway / Wilbur May Parkway.

Additional tasks include a performing a warrant analysis for a potential signal at Mill Street and Telegraph Street and an Intersection Control Evaluation (ICE) for the Steamboat Parkway at Rio Wrangler Parkway intersection. This ICE will evaluate whether a traffic signal or a roundabout will be the most effective and assist RTC Engineering to determine the best intersection improvement that could be included in a future project.

Headway was selected from the Traffic Engineering Qualified Consultant List. Negotiation of Headway’s scope, schedule and budget resulted in an amount for design and optional construction management services that is within the appropriated budget.

**FISCAL IMPACT**

The TE Spot 11 – Package 2 Project appropriations are included in the approved Program of Projects.

**PREVIOUS BOARD ACTION**

April 19, 2019                      Approved the Qualified List of Consultants for Traffic Engineering Program

**ATTACHMENT(S)**

- A. Professional Services Agreement with Headway Transportation, LLC

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC has selected Headway Transportation, LLC from the Traffic Engineering shortlist to perform traffic signal design services in connection with the TE Spot 11 – Package 2 Project (RTC Project No. 215006).]

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the proposal response for the shortlist. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 2.1.A to 2.1.F)	\$213,540
<u>Optional Services (Tasks 2.1.G to 2.1.L)</u>	<u>\$171,700</u>
Total Not-to-Exceed Amount	\$385,240



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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Blaine Petersen 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's Project Manager is Loren Chilson 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  
Blaine Petersen  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 348-0171

CONSULTANT: Loren Chilson  
Principal  
Headway Transportation, LLC  
5482 Longley Lane, Suite B  
Reno, NV 89511  
(775) 322-4300

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

HEADWAY TRANSPORTATION, LLC

By:  \_\_\_\_\_  
Loren Chilson, PE, Principal

SAMPLE

**Exhibit A**

Scope of Services

SAMPLE

## **EXHIBIT A**

### **SCOPE OF SERVICES** **FOR THE** **TE SPOT 11 – PACKAGE 2 PROJECT**

#### **2.1 DESIGN SERVICES**

CONSULTANT will provide design, plans, specifications, and estimate for:

- New traffic signal systems at: Mill St/Telegraph St, Golden Valley Rd/Beckworth Dr, and S. Meadows Pkwy/Wilbur May Parkway
- Additionally, perform an Intersection Control Evaluation (ICE) study for the Steamboat Parkway/Rio Wrangler Parkway intersection to compare the benefits and costs of a roundabout versus a signalized intersection and identify the preferred alternative.

##### **2.1.A Project Management:**

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during the course of the project.
2. Coordination with Utilities and appropriate agencies will be ongoing throughout the project. Coordination with property owners will also be done throughout this project to keep owners apprised of the project and access to their personal sites.
3. CONSULTANT will organize and attend up to four (4) coordination meetings.
4. Coordination with the Federal Aviation Administration (FAA) is excluded from this scope of work but can be provided as an additional service.

##### **2.1.B Preliminary Design (50% & 90%)**

1. Intersection Control Evaluation (ICE) for Steamboat Parkway/Rio Wrangler

CONSULTANT will perform a study comparing and contrasting a roundabout versus signalized intersection to identify the preferred intersection control type for future implementation. Work will include: preliminary roundabout layout, preliminary traffic signal layout, identification of major cost items, identification of significant issues for construction, statement of benefits, consideration of safety, aesthetics, multi-modal accommodation, and other factors. Provide a report outlining the analysis and supporting a recommendation for the preferred controls.

2. South Meadows Parkway/Wilbur May Parkway Traffic Signal Warrant Study

CONSULTANT will perform a study following current MUTCD traffic signal warrant evaluation procedures in determining the appropriateness of installing a new traffic signal system. Work will include: collecting and summarizing 12 hours of 15-minute approach volumes, collecting and summarizing the highest 4 hours of turning movements, obtaining and review intersection crash data, make traffic volume adjustments for COVID-19 and/or reduced school attendance at Kendyl Depoali Middle School, and prepare a letter report summarizing existing intersection conditions, collected volume and crash data, evaluation of each applicable warrant, and our overall recommendation whether or not to install a traffic signal.

3. Investigate Existing Conditions and Field Inventory

CONSULTANT will evaluate the existing intersection conditions and determine potential issues associated with constructing signal systems and other contemplated improvements.

4. Topographic Survey

CONSULTANT will perform Topographic Surveys locating the physical features in the project area of each intersection.

5. Subsurface Utility Investigation/Depiction

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, 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 a depiction of subsurface utilities on the plan sheets.

Potholing is not included in this scope of work.

6. Utility Coordination

Based on field investigation, CONSULTANT will provide RTC a list of utility companies 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 included in the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

## 7. Right-of-Way and Easements

CONSULTANT will conduct a Boundary Survey of existing right-of-way and easement information and identify where existing and new equipment may be or need to be located outside existing right-of-way/easements. If right-of-way or new easements are to be acquired, CONSULTANT will provide title reports, legal descriptions/exhibits, and supporting items. CONSULTANT will not be required to set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map.

At all locations, the Washoe County assessor's parcel lines/maps will be used as the first review step. Findings will be reported to the RTC project manager.

## 8. Plans, Specifications and Estimates

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.

Submittals of the PS&E package will be made at the 50% (except for the Golden Valley/ Beckwourth traffic signal bid package) and 90% design levels.

CONSULTANT will prepare 11" x 17" format plan sheets for each intersection/improvement location.

Develop quantities and opinion of probable costs for major items of work for each intersection.

Upon receipt of comments from the RTC, and City of Reno, Consultant will incorporate comments into the final design.

### Deliverables:

Electronic copies of plans in PDF format to each reviewing agency and RTC. One hard copy set to each reviewing agency.

## 2.1.C Final Design

### 1. Prepare Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents, and Technical Specifications suitable for construction bid advertisement for the selected intersection improvements 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 11" x 17" size sheets and will show all elements of the project construction, including signal modifications, trenching, signing and striping, right-of-way lines, and surface treatments. The final plan set will include, as a minimum:

- Cover Sheet
- Location Map
- Notes & Details Sheets
- Technical Specifications
- Intersection and Signal Layout Plan Sheets
- Pedestrian Ramps
- Signing & Striping Plan Sheets, if applicable
- Detail Sheets

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 Entities, and other affected parties for review at the 50% (except for the Golden Valley/ Beckwourth traffic signal bid package), 90% and 100% stages of completion per the following:

- Electronic (pdf) plans and specifications will be acceptable unless hard copies are specifically requested.
  - 50% & 90% Plans – One 11” x 17” set to RTC, six 11”x17” sets to the local agency and one 11”x17” set each to utility agencies and other affected parties
  - 90% Specifications – One set each to RTC and the local agency.
  - 100% Plans – One 11”x17” each to RTC and the local agency.
  - 100% Specifications – One set each to RTC and the local agency.
  - Final Working Plan Set – One 11”x17” set each to RTC and the local agency.
  - Final Working Specification Document – One set each to RTC and the local agency, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. 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.
2. Final Engineer’s Opinion of Probable Construction Costs and Time.

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.

#### **2.1.D. Bidding Services**

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will 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.
3. Bid Opening & Award Support. 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.

#### **2.1.E. Public Information Meeting (Contingent)**

1. Facilitate one (1) public information meeting, in an online format during the project. Conduct outreach to area residents and business/property owners and community groups.

#### **2.1.F. Design Contingency**

1. Contingency.

This is a contingency for miscellaneous increases within the scope of this contract during the design phase. 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.

## **Tasks 2.1.G-2.1.L CONSTRUCTION SUPPORT SERVICES (OPTIONAL)**

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

### **2.1.G Contract Administration (Optional)**

2. 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

### **2. 1.H. Construction Surveying (Optional)**

1. Provide construction staking services at the project locations.

### **2. 1.I. Inspection (Optional)**

1. Provide Inspector. Provide one full-time inspector during all construction activities. **8-hour workdays and an 80 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

## **2. 1.J. Materials Testing (Optional)**

1. 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).
2. 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. **100 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.

## **2. 1.K. As-Built Information (Optional)**

Record Drawings. Provide as-built record drawings for the completed project. Three sets of electronic drawings, in single file PDF format (11" x 17" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entities. 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:

1. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
2. 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.

## **2. 1.L. Construction Contingency**

This is a contingency for miscellaneous increases within the scope of this contract during the construction phase. 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.

SAMPLE

**Exhibit B**

Compensation

SAMPLE

Exhibit B - Schedule of Services



TE Spot 11 - Package 2

Date: 04/20/2021

	Principal 230	Associate II 180	Senior Engineer II 160	Engineer II 140	Inspector 150	Admin 80	Contingency	ODCs/SUBS \$	Task Total
<b>TASK 2.1 A-F DESIGN SERVICES</b>									
Task 2.1.A - Project Management									
Project Coordination	8	20				10			\$ 6,240
Utility Coordination		10							\$ 1,800
Meetings (4 meetings)	8	8		8					\$ 4,400
									\$ 12,440
Task 2.1.B - Preliminary Design (50% & 90%)									
ICE Study for Steamboat/Rio Wrangler	20	22	20	32					\$ 16,240
South Meadows/Wilbur May Traffic Signal Warrant Study	4			30					\$ 5,120
Investigate Existing Conditions and Field Inventory	6	18		18					\$ 7,140
Topographic Survey		8					\$30,000		\$ 31,440
Subsurface Utility Investigation/Depiction		4		6					\$ 1,560
Utility Coordination		4		6					\$ 1,560
Right-of-Way and Easements		16					\$12,000		\$ 14,880
Plans, Specifications and Estimate	36	120		120					\$ 46,680
									\$ 124,620
Task 2.1.C - Final Design									
Prepare Final Plans and Specifications	12	60		30					\$ 17,760
Final Engineer's Opinion of Probable Construction Costs and Time		12							\$ 2,160
									\$ 19,920
Task 2.1.D - Bidding Services									
Plan Set and Specification Distribution		2							\$ 360
Pre-bid Meeting		2							\$ 360
Bid Opening & Award Support		4							\$ 720
									\$ 1,440
Task 2.1.E - Public Information Meeting (Contingent)									
Facilitate Public Information Meeting	8	12		8					\$ 5,120
									\$ 5,120
Hours	102	322	20	258	0	10			
Design Totals	\$23,460	\$57,960	\$3,200	\$36,120	\$0	\$800	\$0	\$42,000	\$ 163,540

Task 2.1.F - Design Contingency \$50,000 \$50,000




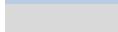
	Principal 230	Associate II 180	Senior Engineer II 160	Engineer II 140	Inspector 150	Admin 80	Contingency	ODCs/SUBS \$	Task Total
<b>TASK 2.1 G-L CONSTRUCTION SUPPORT SERVICES</b>									
Task 2.1.G - Contract Administration (Optional)									
	10	90		10		10			\$ 20,700
Task 2.1.H - Construction Surveying (Optional)									
					580			\$24,000	\$ 24,000
Task 2.1.I - Inspection (Optional)									
								\$10,000	\$ 97,000
Task 2.1.J - Materials Testing (Optional)									
								\$15,000	\$ 15,000
Task 2.1.K - As-Built Information (Optional)									
		20		10					\$ 5,000
Hours	10	110	0	20	580	10			
Construction Totals	\$2,300	\$19,800	\$0	\$2,800	\$87,000	\$800	\$0	\$49,000	\$ 161,700

Task 2.1.L Construction Contingency \$10,000 \$10,000

**Project Total w/ Contingency** **\$ 385,240**

**PROJECT SCHEDULE**  
**TE SPOT 11 - PACKAGE 2**

TASK	DESCRIPTION	2021												2022											
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC				
	<b>DESIGN SERVICES</b>																								
2.1.A	Project Management																								
2.1.B	Preliminary Design (50% & 90%)		TSWS		90%	50%	ICE		90%																
2.1.C	Final Design						100%					100%													
2.1.D	Bidding Services							BID	OPEN			BID	OPEN												
2.1.E	Public Information Meeting					☐																			
	<b>CONSTRUCTION SUPPORT SERVICES</b>																								
2.1.G	Contract Administration																								
2.1.H	Construction Surveying																								
2.1.I	Inspection																								
2.1.J	Materials Testing																								
2.1.K	As-Built Information																								
	Meetings					☐		☐	☐		☐														

-  Progress Set submittals for Golden Valley Rd/Beckwourth Dr traffic signal bid package
-  Progress Set submittals for South Meadows Pkwy/Wilbur May Pkwy and Mill St/Telegraph St traffic signals bid package
-  Steamboat Pkwy/Rio Wrangler Pkwy ICE study submittal
-  South Meadows/Wilbur May traffic signal warrant study submittal



2021 STANDARD BILLING RATES

<b>EMPLOYEE CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal	\$230
Senior Associate II	\$200
Senior Associate I	\$190
Associate II	\$180
Associate	\$170
Senior Engineer / Planner II	\$160
Senior Engineer / Planner	\$150
Engineer / Planner II	\$140
Engineer / Planner	\$130
Technician	\$110
Administrative Assistant	\$80

Auto Mileage @ current IRS rate

Other Direct Costs @ cost plus 10%

<b>Engineering</b>	<b>Per Hour</b>
Director	\$240
Group Manager	225
Senior Project Manager – Special Projects	225
Project / Senior Project Manager	185/195
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	140
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	85
<b>Construction</b>	<b>Per Hour</b>
Director	\$240
Group Manager	225
Project Manager	185
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
<b>Surveying</b>	<b>Per Hour</b>
Director	\$240
Group Manager	225
Project Manager	185
Staff / Project / Senior Surveyor	135/150/160
Project Coordinator	140
Surveying Technician I / II	105/115
Party Chief	150
Chain Person	75
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

**Invoices are due upon receipt and considered to be past due after 30 days.**  
**This fee schedule applies to services provided from January 1, 2021 until further notice.**

**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE



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

2020-08-27 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 to save and hold harmless and fully indemnify RTC and City of Reno 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 and City of Reno 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.

### **14. NETWORK SECURITY AND PRIVACY LIABILITY**

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

### **15. CRIME INSURANCE**

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2020

**AGENDA ITEM 4.10**

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

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**RECOMMENDED ACTION**

Approve Change Order (CO) No. 20 to the construction contract with Sierra Nevada Construction for the Virginia Street Bus RAPID Transit (BRT) Extension Project in a deductive amount of \$253,457.

**BACKGROUND AND DISCUSSION**

Change Order No. 20 includes multiple items that are associated with close out of the construction project, including reconciliation of the guaranteed maximum price contract by closing out contingent items and additional work items that resulted in changes to the constructed improvements required during conclusion of the project.

These changes will result in no change to the performance period for this contract. The total amount of this change results in a credit to the contract in the amount \$253,457. The changes are further detailed in Attachment A.

**FISCAL IMPACT**

Change Order No. 20 results in a decrease of \$253,457 to the SNC contract. The revised total SNC contract amount approved with this change order is \$49,269,190.

**PREVIOUS ACTIONS BY BOARD**

October 16, 2020	Approved Change Order No. 19 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
September 18, 2020	Approved Change Order No. 18 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
August 20, 2020	Approved Change Order No. 17 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
June 19, 2020	Approved Change Order No. 16 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 22, 2020	Approved Change Order No. 15 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

April 17, 2020	Approved Change Order No. 11, 12, 13, and 14 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
February 21, 2020	Approved Change Order No. 07, 08, 09, and 10 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
December 20, 2019	Approved Change Order No. 05 and 06 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
November 15, 2019	Approved Change Order No. 01, 02, 03, and 04 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 20, 2019	Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

**ATTACHMENT(S)**

- A. Change Order No. 20



Project No. \_\_\_\_\_ **CONTRACT CHANGE ORDER (C.O.) NO.** \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
 Change Order Requested By: \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 To \_\_\_\_\_, Contractor for the \_\_\_\_\_

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS

Finance Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*Provide description of work, estimate of quantities, prices to be paid and changes in performance period, if any. Define additional work at contract unit price, lump sum amount and/or force account. Explain reimbursable work, if any, subject to a Board approved ICA. Use multiple sheets if necessary.*

RTC CONTRACT COMPLIANCE OFFICER APPROVAL

Compliance Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Original Contract Amount: \$ _____ Previously Approved C.O. Amounts: \$ _____ Net Increase from this C.O.: \$ _____ Total Revised Contract Amount: \$ _____ Total Percent Change all C.O.'s: _____ %	Contract time prior to this C.O.: _____ Net increase resulting from this C.O.: _____ New Contract Time with this C.O.: _____ Duration is Working Days unless otherwise noted
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Contractor Acceptance: Accepted Date: _____ By (Print Name): _____ _____ Signature: _____ _____ NOTE: This Change Order is not effective until approved by Executive Director, RTC.	RTC Approval: Recommended by (RTC Project Manager): _____ Date: _____ Department Director: _____ Date: _____ Chief Finance Officer: _____ Date: _____ Executive Director: _____ Date: _____
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Project No. \_\_\_\_\_  
Change Order Requested By: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT CHANGE ORDER (C.O.) NO.** \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_  
Date \_\_\_\_\_

SAMPLE



Project No. \_\_\_\_\_  
Change Order Requested By: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT CHANGE ORDER (C.O.) NO.** \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_  
Date \_\_\_\_\_

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.11**

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

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**RECOMMENDED ACTION**

Approve Cooperative Agreement No. PR141-21-802 for Fiscal Year 2022 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for 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. PR141-21-802 is an annual agreement that identifies the amount of federal PL funds for that fiscal year. The FY 2022 federal funding is estimated at \$2,243,581. When approved, this agreement will become effective July 1, 2021.

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

**FISCAL IMPACT**

The \$2,243,581 in federal Planning funds requires a local match of \$118,083 (a 95/5 ratio).

**PREVIOUS BOARD ACTION**

April 16, 2021

Approved the FY 2022-2023 UPWP

**ATTACHMENT:**

A. Cooperative Agreement No. PR141-21-802

## COOPERATIVE AGREEMENT

This Agreement is made and entered into on 05/07/2021, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, hereinafter called the "MPO".

The undersigned signatory MPO hereby commits to complete during State Fiscal Year (FY) 2022 starting July 1, 2021, and ending June 30, 2022, the Unified Planning Work Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this Agreement.

All of the obligations, duties, terms and conditions set forth in the Cooperative Agreement NM113-16-804 executed between the MPO and the DEPARTMENT are incorporated herein by this reference as part of this UPWP Agreement for State Fiscal Year 2022.

The federal letter of approval to the DEPARTMENT from the Nevada Division of the Federal Highway Administration (FHWA) and Federal Transit Administration that approves the UPWP covering the time period of July 1, 2021, through June 30, 2023, is incorporated herein by this reference and made an express part of this Agreement.

The MPO agrees to comply with FHWA matching requirements for "Consolidated Planning Grant" funds obligated and encumbered against this UPWP. This UPWP obligates and encumbers only these following federal funds: FHWA – Metropolitan Planning (PL), 95/5 (federal/local). All local match funds are to be provided from non-federal sources.

Subject to availability of funds this FY, UPWP funds encumbered by the DEPARTMENT include, but may not exceed, the following: The estimated amount of federal funds for FY 2022 is Two Million Two Hundred Forty-Three Thousand Five Hundred Eighty-One and 26/100 Dollars (\$2,243,581.26).

Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT. When federal funds become available this Agreement will be amended. The estimated amount of local match to be paid by the MPO is One Hundred Eighteen Thousand Eighty-Three and 22/100 Dollars (\$118,083.22).

Should the MPO expend funds in excess of those federal funds actually encumbered for FY 2022 against this UPWP, those costs shall be borne solely by the MPO.

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

Regional Transportation Commission  
of Washoe County

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

DocuSigned by:

*Bill Thomas*

E9F533D94D6945D...

Signature

Bill Thomas Executive Director

Name and Title (Print)

DocuSigned by:

*Kristina Swallow*

C4B612FC2C1E4FB...

Director

Approved as to Legality & Form:

DocuSigned by:

*Shane Chesney*

D05162A5E4B2415...

Deputy Attorney General

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.12**

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

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**RECOMMENDED ACTION**

Approve FY 2022 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA).

**BACKGROUND AND DISCUSSION**

The RTC/TMRPA Shared Work Program was included as a task in the FY 2022-2023 Unified Planning Work Program (UPWP), which was approved by the RTC Board at the April 16, 2021, meeting. The budget includes \$60,000 for TMRPA services in FY 2022. The scope of the Work Program is provided in the Attachment.

**FISCAL IMPACT**

The budget for this item is included in the FY 2022-2023 UPWP.

**PREVIOUS BOARD ACTION**

April 16, 2021                      Approved the FY 2022-2023 UPWP

**ATTACHMENT:**

- A. RTC/TMRPA Shared Work Program

**RTC AND TMRPA SHARED WORK PROGRAM**

The RTC has budgeted for the Shared Work Program in the Unified Planning Work Program (UPWP) for FYE 2022. Through this agreement, RTC pays TMRPA \$60,000 for the scope items described below. In addition, RTC will contribute in-kind staff services to support implementation of the 2019 Truckee Meadows Regional Plan and other regional planning efforts as appropriate, and provide IT and phone support to TMRPA in FYE 2022.

**GIS, Modeling and Analysis Services**

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

- Updates and additional improvements of the TMRPA Population & Employment Model (PEM) development and continuous improvement of GIS database framework to provide flexible GIS solutions for both TMRPA and RTC;
  - Automation of GIS dataset updates, including database replication and integration (inclusive of 2020 Census data if applicable and available)
  - Develop online GIS data strategy and work towards creating an online GIS dataset repository and data viewer for transportation demand model results and other transportation related datasets
  - Support for data collection and processing
  - Support for development tracking
- Ongoing support for the RTC's TransCAD travel demand model, including assistance with aggregation of population, employment, feature, and boundary data associated with geographic expansion;
- Support maintenance of online viewer for TransCAD Regional Road Impact Fee Program
- Spatial analysis of residential and employment densities and changing demographics to support the evaluation of land use and transportation policy, including scenario analysis;
- Additional GIS data and modeling projects identified during FYE 2022;
- Services to support the Regional Transportation Plan; and
- Train RTC staff on aggregation of parcel-level data to Traffic Analysis Zones (TAZs)

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

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



## **Operating Support Services**

RTC cash contributions for support of TMRPA operations may include:

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

## **IT Support Services**

RTC staff services for support of TMRPA operations will include:

- Information technology support; and
- Telephone support

## **Budget & Work Program Implementation**

1. Operational adjustments to the shared work program components and priorities may be made from time to time by mutual agreement of the RTC Executive Director and the Director of Regional Planning.
2. TMRPA services outlined in the Shared Work Program are budgeted at \$60,000. TMRPA will invoice the RTC quarterly and payments will be made to the TMRPA at the end of each quarter during FYE 2022. TMRPA will provide a quarterly progress report including a description of the work completed with the invoices.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.13**

From: Mark Maloney, Director of Public Transportation and Operations

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**RECOMMENDATION**

Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, for the purchase of certain equipment, supplies and services as authorized in advance by the RTC.

**SUMMARY**

In March 2019, the Regional Transportation Commission (RTC) negotiated an agreement with Keolis Transit Services, LLC, for the operations and maintenance of the RTC RIDE fixed-route service. The RTC and Keolis desire to amend the contract so that RTC can direct Keolis to purchase, upon advance approval by RTC, additional equipment, supplies and services that are not part of the costs that Keolis is responsible for, pursuant to the terms of the contract. RTC’s Director of Public Transportation and RTC’s Director of Finance would both be required to authorize the purchase in advance in a signed document. There would be no requirement for RTC Board action. This will allow flexibility to obtain equipment, supplies and/or services that are needed for operation of the transit system in a more time efficient manner. Staff is seeking Board approval of this amendment as required by RTC’s Management Policy P-13. This is a slightly revised version of the amendment that the Board approved in April 2021 to add “services” to the scope of the amendment.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2022 budget and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

- |                |  |
|----------------|--|
| April 16, 2021 | The Board approved a version of Amendment #2 that did not include “services” in the scope.   |
| Mar. 15, 2019  | The Board approved the agreement with Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the Executive Director to execute the agreement. |

**ATTACHMENT(S)**

- A. Contract Amendment #2 between the Regional Transportation Commission of Washoe County, Nevada and Keolis Transit Services, LLC.

**CONTRACT AMENDMENT #2**

The Regional Transportation Commission of Washoe County, Nevada (“RTC”), and Keolis Transit Services, LLC (“Contractor”) entered into the Contract for Operation and Maintenance of Fixed-Route Transit Services dated March 15, 2019 (the “Contract”). The Contract was previously amended by Amendment #1 dated June 8, 2020. This Amendment #2 is dated and effective as of April 16, 2021.

**WHEREAS**, the RTC and the Contractor desire to amend the Contract so that the Contractor can purchase, upon prior approval by RTC, additional equipment, supplies and services that are not part of the equipment, supplies and services that Contractor is required to purchase and pay for under the terms of the Contract; and

**WHEREAS**, the amendment will allow flexibility for RTC to direct the Contractor to purchase such equipment, supplies and services on behalf of the RTC in a more time efficient manner.

**NOW THEREFORE**, the RTC and the Contractor agree as follows:

1. Section 401B(2) of the Contract is replaced in its entirety with the following:
  - (2) Second Invoice. The Contractor shall submit its second invoice on the 11<sup>th</sup> day of the following month. The amount payable under such invoice will be equal to the following:
    - (a) the sum of (i) fifty percent (50%) of the applicable Fixed Monthly Payment, plus (ii) the number of Revenue Service Hours actually operated from the 15th day through the end of the prior month, times the applicable Service Hour rate; and (iii) the number of Special Services Hours operated from the 15th through the end of the prior month, times the applicable Special Services Hour rate, plus
    - (b) any costs of major repairs as provided in Section 305B(8); plus
    - (c) any costs of major modifications, repairs, and replacements to the Facilities or Equipment as provided in Section 307C(4); plus
    - (d) any costs of additional equipment, supplies or services as provided in Section 401B(7); less
    - (e) a credit equal to one-twelfth (1/12) of the historical annual utility cost at the Jerry L. Hall Operations and Maintenance Facility for the then current Contract Year in satisfaction of Section 307C(5); less
    - (f) any amounts deducted by the RTC pursuant to paragraph (3) hereof.
2. Section 401B of the Contract is amended to add the following subsection:
  - (7) Additional Equipment, Supplies or Services.

(a) RTC shall be responsible for additional equipment, supplies and services that are not part of the costs that Contractor is responsible for pursuant to the terms of the Contract. If Contractor determines that additional equipment, supplies or services are required, Contractor must submit a letter requesting prior written authorization from the RTC before making any such purchase. The letter shall be addressed to RTC's Director of Public Transportation and RTC's Director of Finance. The letter shall include a description of the equipment, supplies and services, quantities, and a not-to-exceed cost to the RTC. The letter shall include an explanation of the need for the equipment, supplies or services and an explanation as to why the Contractor is not responsible for the costs under the terms of the Contract. Contractor shall have the burden of proving it is not responsible for the costs under the terms of the Contract. The letter shall include a signature block for RTC and must be signed by RTC's Director of Public Transportation and RTC's Director of Finance in order for the authorization to be effective.

(b) Contractor shall maintain an inventory record for the equipment and supplies. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the equipment and supplies. Contractor must submit a copy of the inventory record to the RTC upon request.

(c) At the expiration or termination of the Contract, Contractor may keep the equipment and supplies and credit RTC in an amount equal to its fair market value. Fair market value shall be determined, at Contractor's expense, on the basis of an independent appraisal. Contractor may also sell the equipment and supplies at the best price obtainable and credit RTC in an amount equal to the sales price. If the equipment and supplies are to be sold, the terms and conditions of the sale must be approved in advance by RTC's Project Manager.

3. All other provisions of the Contract shall remain in full force and effect.

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

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director  
Regional Transportation  
Commission of Washoe County

By: \_\_\_\_\_  
Aline Frantzen  
CEO U.S. Bus Operations  
Keolis Transit Services, LLC



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.14**

From: Mark Maloney, Director of Public Transportation and Operations

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**RECOMMENDED ACTION**

Approve an Interlocal Cooperative Agreement (ICA) with Nevada State Parks to reimburse a \$2.00 per passenger entry fee into Sand Harbor State Park during the RTC Incline Village FlexRIDE Pilot Service.

**BACKGROUND AND DISCUSSION**

Authorization for the Executive Director to execute the ICA (attached) will allow the RTC to access Sand Harbor State Park and provide appropriate reimbursement to the Nevada State Parks system as a component of the RTC's Incline Village FlexRIDE Pilot Service. This service will operate between the RTC Park and Ride lot at the Summit Mall in south Reno to Sand Harbor State Park beginning May 28, 2021, through September 6, 2021. This service will be on demand, require 24-hour notice, and is intended to induce people to leave their car in Reno and take mass transportation to Lake Tahoe. At the request of Nevada State Parks, passengers wishing to visit Sand Harbor will be charged a \$2.00 per person fee that is equal to the regular non-vehicle entry fee. This ridership will be tracked by RTC using its software, and reimbursement will be made accordingly to the Nevada State Parks.

**FISCAL IMPACT**

There is no fiscal impact for this item. Passengers will be charged the entry fee and funds will be passed through to Nevada State Parks.

**PREVIOUS ACTIONS BY BOARD**

Feb 20, 2021                      Approval of May 2021 RTC RIDE Service Adjustment which included the RTC Incline Village FlexRIDE Pilot Service.

**ATTACHMENT(S)**

- A. Interlocal Agreement between Nevada State Parks and RTC

CETS #:	
Agency Reference #:	

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting by and through its

Public Entity #1:	<b>Nevada State Parks</b>
Address:	<b>901 S. Stewart Street, Suite 5005</b>
City, State, Zip Code:	<b>Carson City, NV 89701</b>
Contact:	<b>Allen Wooldridge</b>
Phone:	<b>775.831.0494</b>
Email:	<b>awooldridge@parks.nv.gov</b>

Public Entity #2:	<b>Regional Transportation Commission</b>
Address:	<b>1105 Terminal Way</b>
City, State, Zip Code:	<b>Reno, NV 89502</b>
Contact:	<b>Jim Gee</b>
Phone:	<b>775.335.0020</b>
Email:	<b>jgee@rtcwashoe.com</b>

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

<b>TERM</b>	<b>DEFINITION</b>
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning May 29, 2021 and ending September 6, 2021 of the same year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	5/28/2021	To:	9/6/2021
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	ADDITIONAL ATTACHMENTS (if applicable)

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$2.00	per	Riders x 1500 riders
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Total Contract or installments payable on:	July 23, 2021 and September 29, 2021
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Total Contract Not to Exceed:	\$3,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

<b>CETS #:</b>	
<b>Agency Reference #:</b>	

B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, 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 Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.



<b>CETS #:</b>	
<b>Agency Reference #:</b>	

19. **PUBLIC RECORDS.** 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 made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

<b>CETS #:</b>	
<b>Agency Reference #:</b>	

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

\_\_\_\_\_

Public Entity #1 Authorized Signature                      Date                      Title

\_\_\_\_\_

Public Entity #2 Authorized Signature                      Date                      Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_

Signature – Board of Examiners

On: \_\_\_\_\_

Date

Approved as to form by:

\_\_\_\_\_

Deputy Attorney General for Attorney General

On: \_\_\_\_\_

Date

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.15**

From: Mark Maloney, Director of Public Transportation and Operations

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**RECOMMENDED ACTION**

Approve an agreement with Transportation Management & Design Inc., (TMD) for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430.

**BACKGROUND AND DISCUSSION**

The FY 2022-2026 Transit Optimization Plan Strategies (TOPS) is RTC’s operating and capital program to guide transit delivery over the next 5-year period. The RTC typically updates the TOPS every five years. The last TOPS was approved by the Board in March 2017.

A Request for Proposals (RFP) was issued December 1, 2020. RTC received two proposals on January 28, 2021. The proposers were Transportation Management & Design, Inc. (TMD) and Kimley-Horn. A four-person evaluation committee comprised of RTC staff members evaluated and rated proposals.

TMD scored highest with 281.75 out of 300 points possible for cost, technical evaluation and interview. Kimley-Horn scored 260.75 points. Scores and costs are shown in the table below.

<b>Proposer</b>	<b>Total Score</b>	<b>Cost</b>
TMD	281.75	\$239,430
Kimley-Horn	260.75	\$228,935

With Board approval of the recommendation to award to TMD, RTC plans to begin work on the project July 2021. The consultant will seek input from the Board at a meeting later this year. Staff will provide project updates in the Public Transportation Monthly Report and present a final draft of the TOPS and recommendations to the Board early spring 2022.

**FISCAL IMPACT**

Funding for this project is included in the FY 2022 budget.

**PREVIOUS BOARD ACTION**

Nov 20, 2020 Authorized a Request for Proposals (RFP) for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOP.)

**ATTACHMENT(S)**

- A. Professional Services Agreement with Transportation Management and Design, Inc.

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of July 1, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Transportation Management and Design, Inc. (TMD) (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to develop RTC’s 2022-2026 Transit Optimization Plan in connection with the Transit Operations Optimization Plan Project (TOPS); and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work.

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform the services in a competent and professional manner; and

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal submitted in response the RFP # RTC 21-24. 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. ADDITIONAL SERVICES

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

### 2.4. 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 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: \$239,429.56.

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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

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

#### ARTICLE 7 - TERMINATION

##### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

##### 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

#### ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

#### ARTICLE 9 - HOLD HARMLESS

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

#### ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

##### 11.1. NEGOTIATED RESOLUTION

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

##### 11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation



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

### 11.3. LITIGATION

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

### 11.4. CONTINUING CONTRACT PERFORMANCE

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

## ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Michael Dulude 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's Project Manager is Gary Hewitt 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  
Michael Dulude, RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way, Suite 200  
Reno, Nevada 89502  
(775) 335-1904

CONSULTANT: China Langer, President  
Transportation Management & Design, Inc. (TMD)  
2701 Loker Avenue West, Suite 110  
Carlsbad, CA 92010  
(760) 476-9600

#### 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.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.
- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

TRANSPORTATION MANAGEMENT & DESIGN, INC.

By: \_\_\_\_\_  
China Langer, President

## **Attachment A Scope of Work**

The RTC is requesting proposals from qualified professional firms to develop RTC's 2022-2026 Transit Optimization Plan Strategies (TOPS), which will be used to guide transit service delivery and capital needs for the period of the plan. The plan development is expected to include comprehensive research of all facets of RTC's public transit services, including performance, peer review, standards, policies, and technology. This plan will also include the Consultant's recommendations based on current best practices for optimizing service, operations, capital needs, and technological improvements. The plan development should also include an overall recommendation for service optimization based on the financial review and forecasts and include recommendations for potential service expansion or contraction, and include the resulting effects on Title VI for any recommended service change. Please note Title VI includes Environmental Justice (EJ), Limited English Proficiency (LEP), and Equity throughout the rest of the Scope of Services section.

The expectation of the Consultant is to:

- A. Engage the public and communities of the Truckee Meadows and seek their participation based on current best practices.
- B. Develop a comprehensive review and analysis of all aspects of public transportation services with recommendations for improvements, optimization, equity, and all forms of sustainability.
- C. Review and recommend policies and standards for the expansion of service, the contraction of service, and making cost/revenue neutral changes.
- D. Conduct a peer review comparing RTC with up to 10 peer transit systems.
- E. Develop strategies for retaining current riders and bringing in new riders based on current best practices.
- F. Make recommendations of improvements for technology used by RTC.
- G. Make recommendations for private-public partnership opportunities.
- H. Develop a sustainable five-year operations and capital plan and financial forecast.
- I. Make recommendations of improvements for Customer Service practices.
- J. Throughout, describe Best Practices in the industry and then incorporate them where beneficial for the RTC's public transportation services and the community.

### **TASKS**

The following tasks represent, at a minimum, the services RTC expects each proposal to include.

#### **TASK 1 - Public Participation/Community Outreach**

The Consultant shall develop in the first month and implement upon approval a community engagement and participation strategy complying with all elements of Title VI and Environmental Justice rules and regulations. Special outreach efforts should be made to reach the LEP

populations and other advocacy groups. Proposers shall describe the strategy they intend to implement including details like the number of public meetings, outreach efforts, marketing of the events, social media efforts, project website deployment, and other details necessary to fully engage and have the community participate. The information, data, results, and Consultant recommendations shall be recorded and reported for incorporation into the final TOPS document. All community outreach and public involvement activities shall be coordinated with RTC staff and all materials will be approved by RTC prior to publication and/or presentation. The Consultant will be responsible for public meeting notices and shall develop media packages, newspaper notices, mailings for community associations, and flyers for RTC to post/distribute on buses.

In addition to community and stakeholder meetings, the Consultant will make up to two (2) presentations to RTC Advisory Committees and two (2) status updates to the RTC Board. The Consultant will develop and provide all presentation materials.

**Deliverable** – The community engagement and participation plan, as approved by the RTC, the facilitation of community and stakeholder meetings, including development of all presentation materials, and a working paper that evolves and is updated throughout the project and maintains compliance with Title VI requirements. A final project end summary report for inclusion in the final plan that includes Consultant recommendations.

## **TASK 2 – Comprehensive Review of Existing Public Transportation Services, Operations, Capital, Studies, Plans, Fares, Fare Structure, Payment Methods, Technology, Title VI, and Necessary Data**

The Consultant shall comprehensively review and analyze RTC's public transportation services (RIDE, ACCESS, FlexRIDE, Smart Trips (vanpool, rideshare, other transportation methods)), operations (e.g.; ridership, fares, on-time performance, segment analysis, technology, etc.), and capital as it is currently and the effects the "studies, plans, and data" indicate for the future. Consultant shall review upcoming major build projects, land use plans and population forecasts from all jurisdiction as well as Regional Transportation Plan to gain an understanding of Truckee Meadow's plan for future. This review is to determine if the RTC is on track to meet the goals and the intent of the plans for the Truckee Meadows communities. Finally, the Consultant shall make recommendations based on this study, in conjunction with the public engagement and participation task, to ensure the RTC is meeting the needs of the community in all aspects of service delivery, operations, and capital needs and investments.

The Consultant shall also review and analyze the existing standards, studies, policies (operating and fare), plans, and data to develop an understanding of current public transit services and community needs. The Consultant shall review and analyze current service (all aspects, including technology and sustainability), operations (all aspects including technology), and capital for performance, using both typical transit measures and customer facing or related measures. The Consultant shall review and analyze how effective and efficient public transportation services are in our area, as well as how these services are at meeting the needs

of the Truckee Meadows communities, which include analysis of socioeconomic and demographic data, always tying back to Title VI requirements. Additionally, RTC ACCESS should be evaluated for methods and opportunities of moving ACCESS trips to RIDE.

**Deliverable** – Technical Memorandum summarizing the current transportation services, operations, capital, plans, studies, and data, including available socioeconomic data for our community and compliance with Title VI.

### **TASK 3 – Standards for Changes in Service**

The Consultant shall review the existing service standards (including Title VI standards) for fixed route, paratransit, and microtransit services. The Consultant shall identify any standards which should be modified, and develop criteria to be used by RTC staff to guide future modifications in service. The Consultant shall also develop a recommendation for a performance monitoring program to be used by RTC for ongoing evaluation of its services.

**Deliverable** – Technical Memorandum outlining criteria for changes in service and a recommendation for a revised performance monitoring program for incorporation into the TOPS.

### **TASK 4 – Peer Review**

The Consultant shall describe the existing services and analyze performance. This review will include a system-level peer comparison of up to ten (10) transit systems for both fixed-route and demand response, which would include productivity and per capita measurements. The Consultant shall identify the candidate peer transit systems for approval by RTC staff. A review of available transit plans, technology, and National Transit Database (NTD) information will be included in the peer comparison.

**Deliverable** – Technical Memorandum summarizing the results of the peer review for incorporation into the TOPS.

### **TASK 5 – Strategies for Retaining Ridership and Attracting New Riders**

The Consultant shall recommend, in conjunction with best practices and Title VI requirements; methods, strategies, technology, and/or plans to increase ridership on RTC's RIDE and FlexRIDE services. The consultant shall recommend strategies to provide positive images for public transit within the community.

**Deliverable** – Technical Memorandum summarizing the research methods, data, and conclusions leading to the Consultant's recommendations. This work will be incorporated into the TOPS.



## **TASK 6 – Technology Review Report and Recommendations**

The Consultant shall review all technologies used or connected to RTC's public transit services, operations, customer service, riders, and others to see how to better utilize the technology currently in use, determine if there are opportunities to simplify the use of technology, and consolidate technologies.

The Consultant shall combine the information for any technology used in all the tasks, collected in the research in all the tasks, and recommend what steps can be taken to improve, consolidate, and simplify the technology so that these systems become easier to use by their respective users. The consultant shall weight the annual license and maintenance costs of any technology prior to recommendation. The RTC will supply a diagram that outlines some of the current technology and how the different technologies are connected. The Consultant shall update this diagram as necessary, and develop recommendations to improve the customer experience including opportunities for simplification and consolidation.

**Deliverable** – Technical memorandum summarizing the technology, their connection or use, and recommendations for improvement.

## **TASK 7 – Public-Private Partnership**

The Consultant is to examine potential opportunities to begin creating and establishing long-term public-private partnerships for the purpose of leveraging the investment made by public transit in Truckee Meadows communities, creating opportunities for improving and increasing economic development, and improve the environmental impact in the Truckee Meadows and surrounding area.

The Consultant shall review existing public-private partnerships, examine the Truckee Meadows communities for other public-private partnerships, and develop standards and policies for entering into, maintaining, and growing any public-private partnership. The Consultant shall also identify any existing state and local regulations that inhibit public-private partnerships and make recommendations for new legislation.

**Deliverable** – Technical Memorandum summarizing the current public-private partnerships, recommended opportunities for new public-private partnerships, and recommend standards and policies for public-private partnerships for sustainability. This memorandum will be used to pursue the recommended public-private partnerships and the standards and policies will be incorporated into the TOPS.

## **TASK 8 – Develop a Five-Year Capital and Operating Plan**

The Consultant shall create a five-year operating and capital plan (2022-2026) that will be used by the RTC to guide its service, operations, and capital delivery for this period.

This plan shall incorporate and prioritize any findings of the system analysis (see TASK 2 above), as well as recommendations developed through the public participation task and the strategies for increasing ridership task.

The consultant shall coordinate with RTC staff regarding 5-year forecasting methodologies for the TOPS. The forecast will incorporate available financial data and assumptions from RTC. The Consultant shall provide projections for ridership, service hours, and vehicles for the five-year period. The consultant shall develop a status quo and an optimal scenario when more funds are available. The Consultant should also consider future economic downturns and its impacts on service and the service area. The Consultant shall work in close coordination with the RTC Finance Department to deliver a MS Excel file that documents how the agency intends to fund and operate the transit system for the five-year period. This task applies to all public transportation services (RIDE, ACCESS, and FlexRIDE). The consultant shall look at feasible strategies to increase funding for public transit and make recommendation to achieve these strategies.

Features of the Excel file should include:

- A document that provides a feature for the ability to perform “what if” analyses
- A report index and a single page summary of the results
- A document that can create and recall any number of forecast scenarios
- Provides for various financing sources

Recommended changes will serve as the service, operating, and capital plans contained within the TOPS and will guide service development towards the transit goals of the RTP.

The Consultant shall also recommend future capital requirements necessary for improved service. Based on those future capital needs, the Consultant shall recommend as necessary amendments to the Fixed-Route Contingency Fleet Plan, Vehicle Management Plan, Vehicle Replacement Schedule, and bus stops, which includes spacing, ADA access, and amenities.

**Deliverable** – Technical Memorandum consisting of the recommended five-year capital and operating plan. Recommendations for service, operating, and capital improvements that could be implemented in 2022 must be completed by January 7, 2022. Recommendations for FY 2022-2026 will be included in the final TOPS.

### **TASK 9 – Customer Service and Practices**

The effort in this task is to review RTC’s customer service process, procedures, and effectiveness and make recommendations for improvement or enhancement.

The Consultant shall review the practices and procedures of RTC’s customer service, compare to RTC’s policies and procedures, and with established best practices. The Consultant then shall recommend any improvements, concepts, or ideas to enhance customer service practices and

operations. Finally, recommend any standards, policies, or procedures that the RTC should incorporate into the TOPS.

**Deliverable** – Technical memorandum explaining method of review or analysis, findings of comparison to RTC policies and procedures, and established best practices. Additionally, recommend any standards, polices, or procedures that should be incorporated by the RTC.

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.16**

From: Angela Reich, Director of Administrative Services

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**RECOMMENDED ACTION**

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

**BACKGROUND AND DISCUSSION**

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

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2022 budget and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

May 22, 2020            Board Approval of SMSP

**ATTACHMENT(S)**

- A. Safety Management System Plan (SMSP) (Revision date March 16, 2021)
- B. Safety Management System Plan Policy Statement

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

## **The Regional Transportation Commission of Washoe County**

**DATE: September 23, 2006**

**REVISION: March 16, 2021**

### SMSP Revision History

Date	Revision	Description of Change
<b>9/23/2006</b>	ORIGIN	Origination of the SSPP.
<b>4/15/2008</b>	Revision	Enhancements to employee responsibilities.
<b>1/20/2009</b>	Review	Review
<b>4/22/2010</b>	Revision	Executive Director Signature Change and Review
<b>5/2/2011</b>	Revision	Annual Review and Approval of Plan.
<b>11/3/2011</b>	Revision	Organizational Updates.
<b>5/8/2012</b>	Revision	Annual Review and Approval of Plan.
<b>3/22/2013</b>	Revision	Section 5.4 - Roles, Responsibilities and Composition of the RTC Security/Safety Committee. Section 14.3 – Security Requirements for Modifications.
<b>3/29/2013</b>	Revision	Annual Review and Approval of Plan
<b>4/29/2013</b>	Revision	Add trend analysis with inspections, requirements to investigate accidents, incidents and near misses
<b>4/1/2014</b>	Revision	Annual Review and Approval of Plan
<b>4/1/2015</b>	Revision	Annual Review and Approval of Plan
<b>10/6/2015</b>	Revision	Revise Plan for Facility Changes
<b>3/21/2016</b>	Review	Annual Review and Approval of Plan
<b>3/30/2017</b>	Revision	Annual Review, Update and Approval of Plan
<b>12/06/2017</b>	Revision	Update Plan due to staffing changes
<b>3/30/2018</b>	Revision	Annual Review and Approval of Plan
<b>3/31/2019</b>	Revision	Revise Plan for 49 CFR Part 673 and PMOC requirements SSPP changes to SMSP
<b>9/11/2019</b>	Revision	Revise Plan for staffing changes and route changes
<b>4/16/2020</b>	Revision	Update Staffing Changes, Annual Review and Approval
<b>3/16/2021</b>	Revision	Update Staffing Changes

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

## 1.1 Introduction

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

The intent and design of these plans is to ensure and promote system safety and security.

## 1.2 Policy Statement and Mission

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

# SECTION 2: DESCRIPTION OF PURPOSE FOR SAFETY MANAGEMENT SYSTEM PLAN

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

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

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

## 2.1 Contractor Provision of Bus/Van Service

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

## 2.2 Contractor Operations

The responsibilities of the Public Transit Department include:

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

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

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

## SECTION 3: CLEARLY STATED GOALS FOR SAFETY MANAGEMENT SYSTEM PLAN

The goals of the SMSP are as follows:

- Provide a superior level of safety for passengers, public, employees and contractors.
- Identify, eliminate, minimize and/or control safety hazards and their associated risks.
- Provide a superior level of safety in our transit operations.
- Achieve and maintain demonstrated improvement of safety in the company's work environment.
- Comply with the applicable requirements of regulatory agencies.
- Maximize the safety of future operations through the procurement process.

## SECTION 4: IDENTIFIABLE AND ATTAINABLE OBJECTIVES

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

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

## SECTION 5: SYSTEM DESCRIPTION/ORGANIZATIONAL STRUCTURE/ORGANIZATIONAL RESPONSIBILITIES

### 5.1 System Description

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

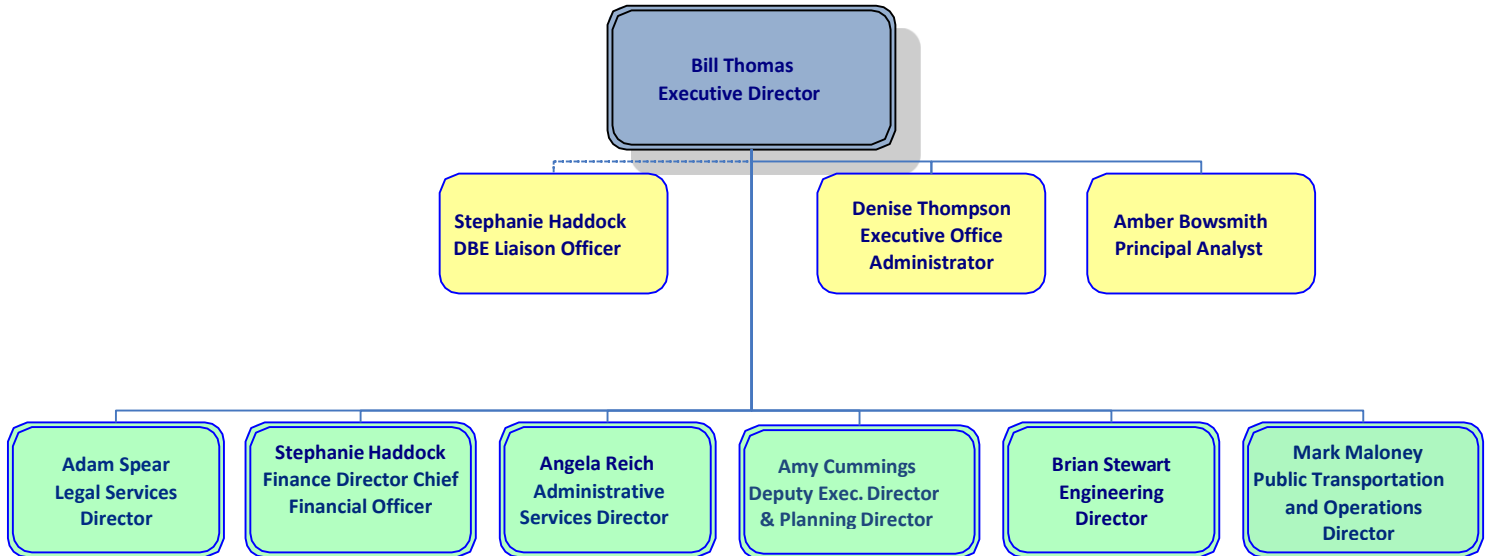
- RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City.
- RTC RAPID Route 1, which transport people along the Virginia Street Corridor.
- RTC RAPID Virginia Line, which links stops along the Virginia Street Corridor with the RTC RAPID stations.
- RTC RAPID Lincoln Line, which transports people along the 4th Street and Prater Way Corridor.

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

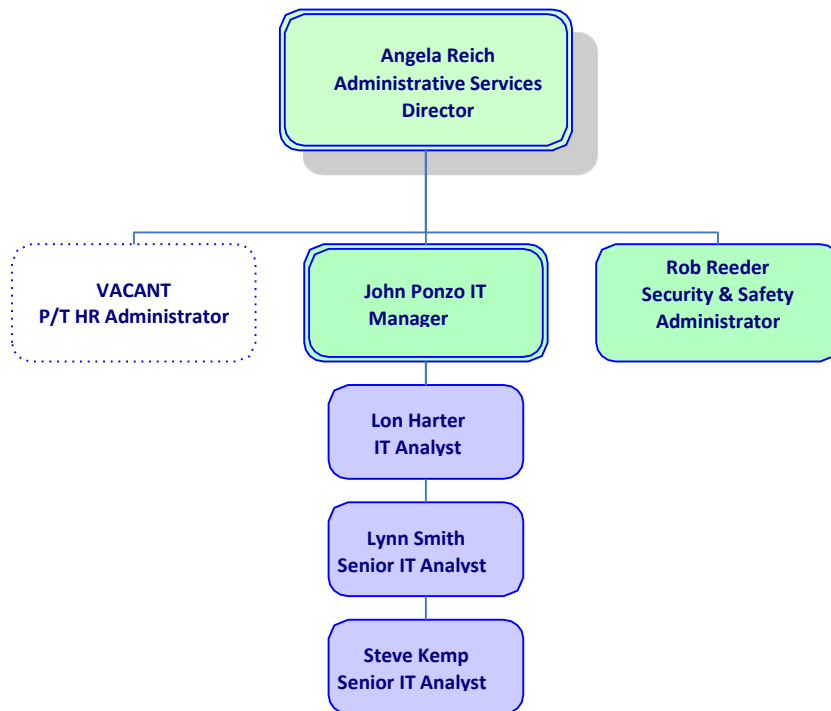
## 5.2 Organizational Structure

RTC organizational structure is as follows:

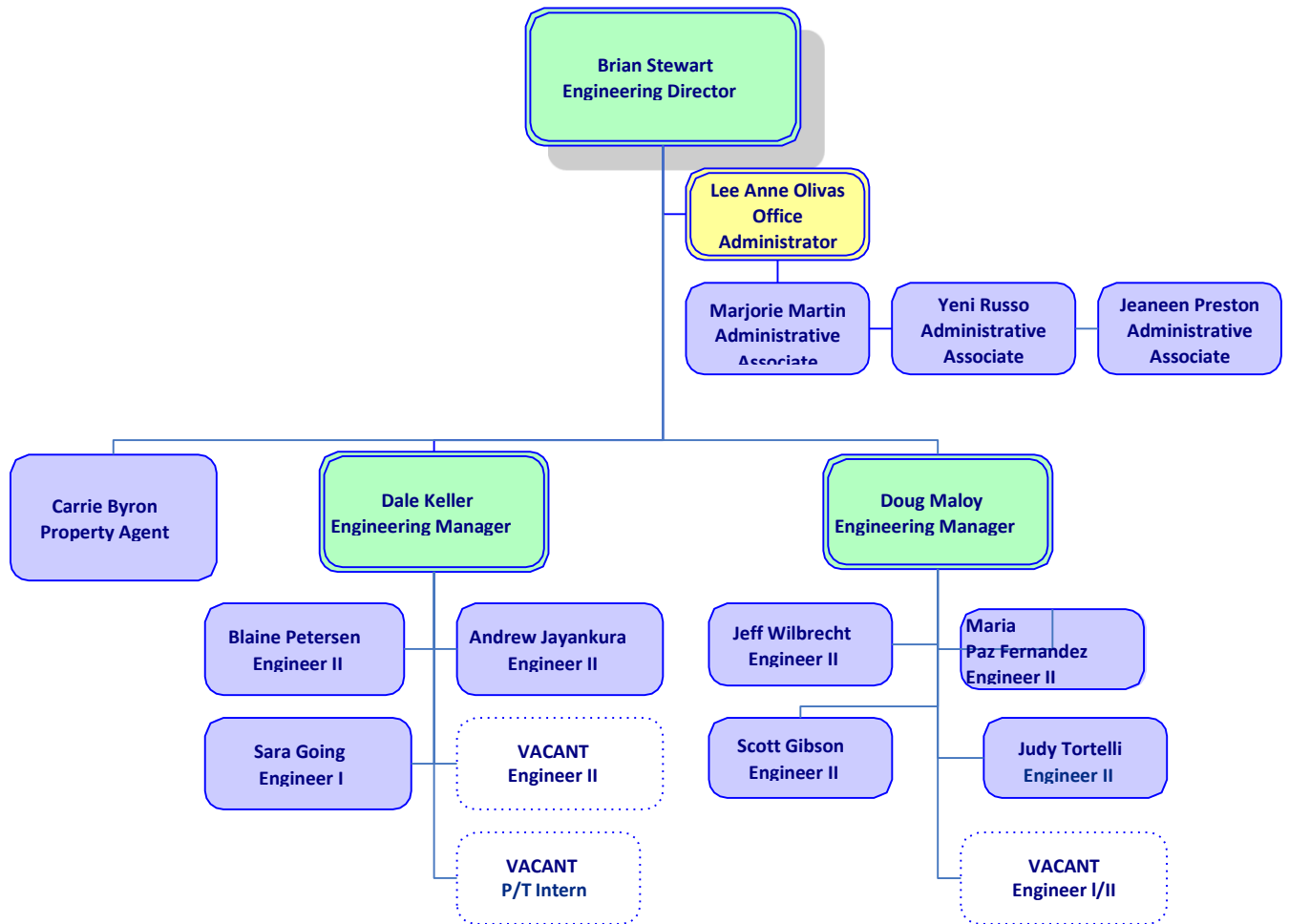
# EXECUTIVE DEPARTMENT



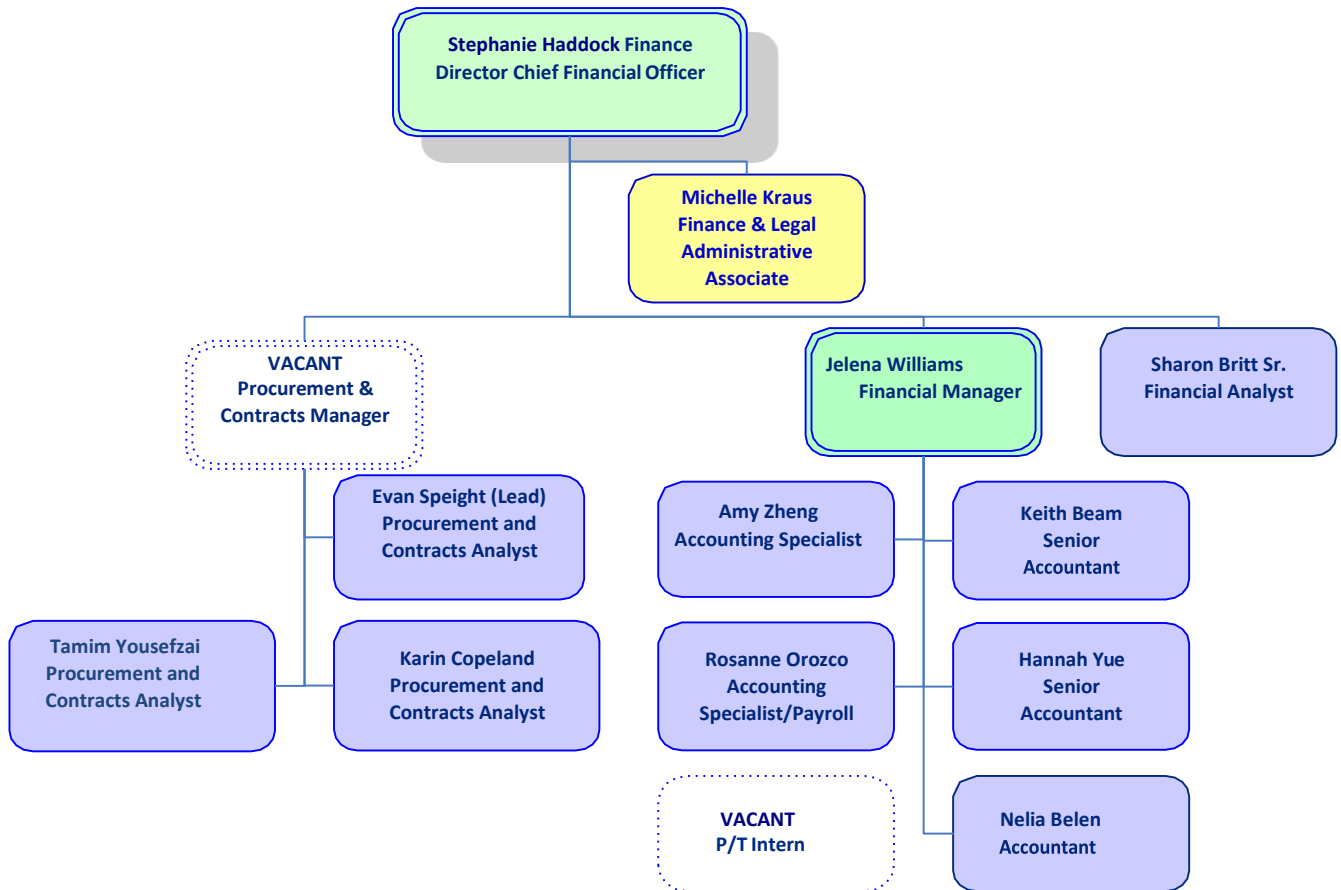
# ADMINISTRATIVE SERVICES DEPARTMENT



# ENGINEERING DEPARTMENT

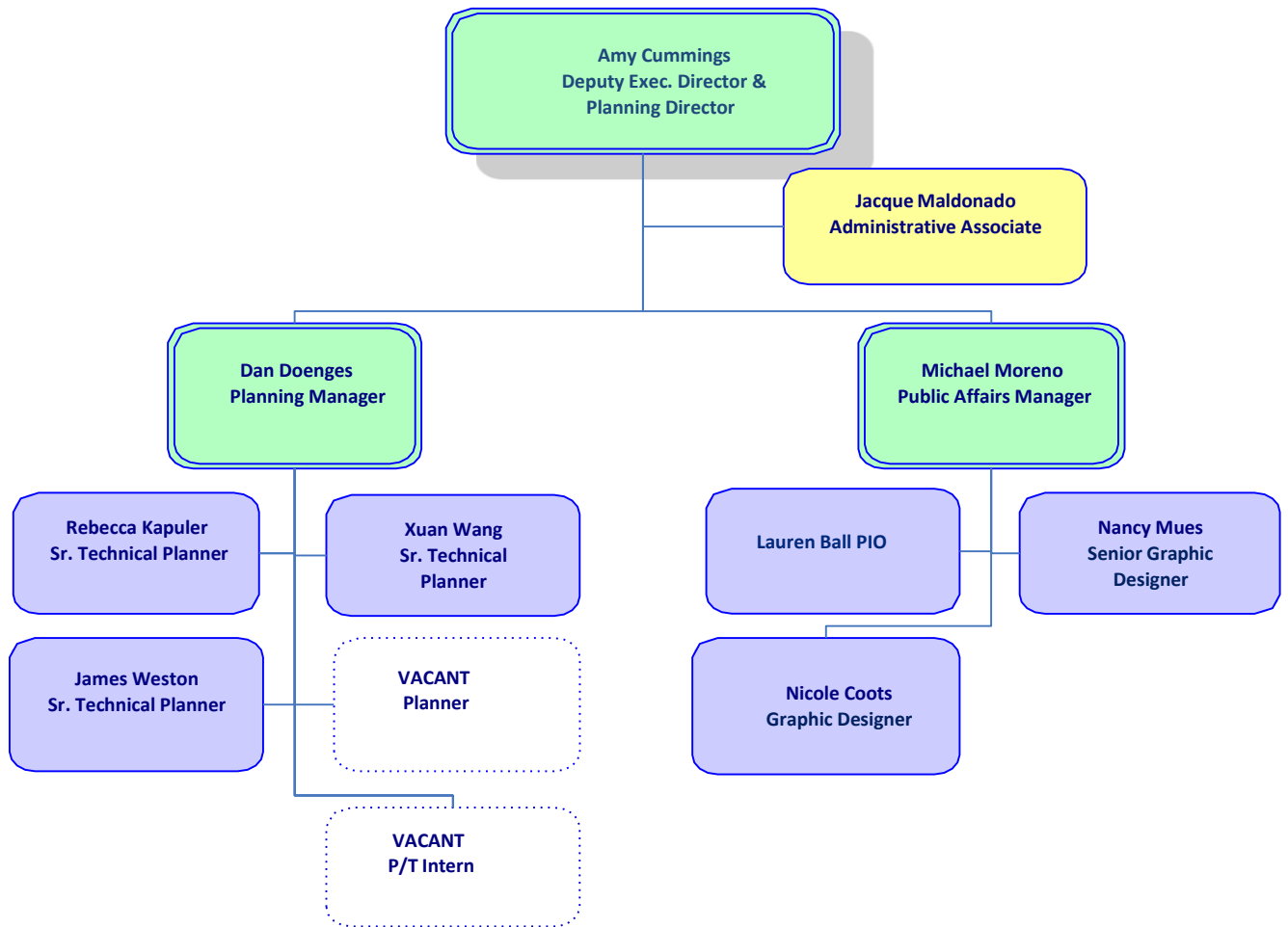


# FINANCE DEPARTMENT

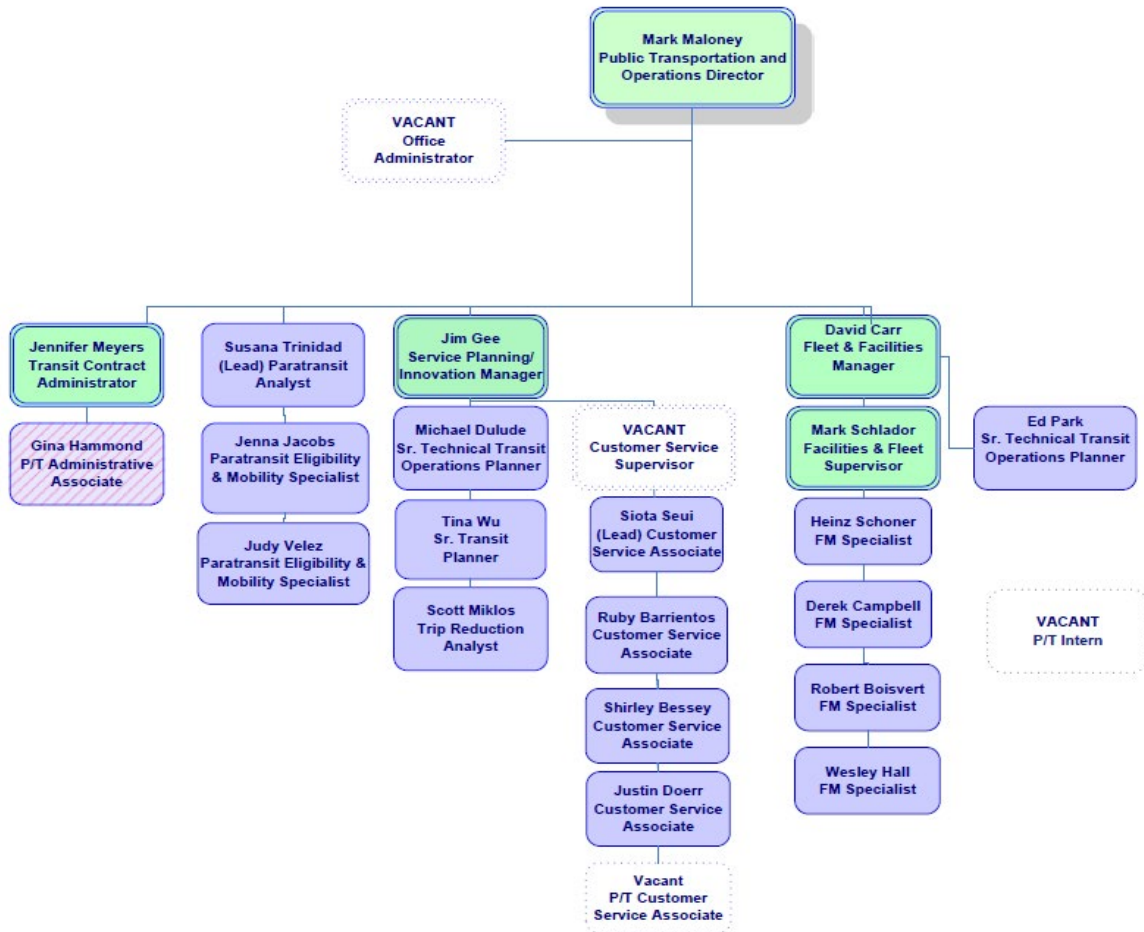




# PLANNING DEPARTMENT



# OPERATIONS DEPARTMENT



### 5.3 Organizational Responsibilities

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

The Executive Director will:

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

Accountable Executive (AE) (Deputy Executive Director) will:

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

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

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

Each Director will:

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

Each Supervisor will:

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

Each Employee will:

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

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

The Security/Safety Committee (SSC) membership is:

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

+ Note: (VM) = Voting Member

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

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

7. The SSC shall report directly to the Executive Director and shall be accountable only to him/her in matters of safety and security. The ED has delegated the SSA as the SSC chairperson, directing committee function. On an exception basis, voting members may delegate their vote to a supervisor of their department.

8. In general, the resolution process for committee action items is as follows. The SSC with input from the appropriate staff, contractors (transit operations, design, construction, construction management, or manufacturing) will provide recommendation approval regarding remediation, workarounds, restrictions and exceptions to action items. The SSC may require hazard analysis of a recommendation. The SSC will provide a decision for closure or refer a recommendation on the action item. When the committee cannot reach a consensus on recommendation, the Executive Director makes a final decision. This will ensure that system safety and security realized, delivered, tested and validated.

## SECTION 6: SAFETY MANAGEMENT SYSTEM PLAN CONTROL AND UPDATE PROCEDURES

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

## SECTION 7: HAZARD ANALYSIS AND RESOLUTION

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

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

## 7.0 Hazard Identification

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

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

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

### 7.1 Hazard Categorization

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

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

#### 7.1.1 Hazard Severity

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

- |                  |   |
|------------------|---|
| I (Catastrophic) | Death or system loss.   |
| II (Critical)    | Severe injury, severe occupational illness, or major System damage. |

III (Marginal)	Minor injury, minor occupational illness, or minor System damage.
IV (Negligible)	Less than minor injury, occupational illness, or System damage.

### 7.1.2 Hazard Probability

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

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

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

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

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

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



## 7.2 Hazard Resolution

The definition of hazard resolution is the analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. RTC’s transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of risk to the lowest practical level occurs in a variety of ways from protective and warning devices to special procedures.

There are, however, some hazards that present unacceptable risk requiring elimination. Part of the Hazard Resolution Process is the use of a Hazard Resolution Matrix. The Matrix prescribes which hazards are acceptable, acceptable with mitigation or unacceptable. The RTC’s Hazard Resolution Matrix is as follows:

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

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

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

## 7.3 Approach to Hazard Elimination and Mitigation

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

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

### 7.3.1 Design for Minimum Risk

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

### 7.3.2 Use of Safety Devices

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

### 7.3.3 Use of Warning Devices

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

### 7.3.4 Provide Special Procedures and Training

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

## 7.4 Hazard Resolution Methodology

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

Executive Director. Referral occurs of the approved hazard resolution to the PSSCC, responsible department, or contractor for implementation. The SSC will provide oversight through resolution and closure.

## 7.5 Resolution of Active Hazards

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

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

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

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

## 7.6 Hazard Resolution Oversight

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

## SECTION 8: ACCIDENT/INCIDENT REPORTING AND INVESTIGATION

### 8.1 Criteria

All employees are required to immediately report and document accidents and injuries, no matter how minor. Coach Operators must complete a written report on accidents and/or injuries occurring on or near their coach or van. A Contractor's field supervisor shall respond to every accident involving their assigned vehicles' and will assist in controlling the accident scene, securing witness statements and performing the initial investigation. RTC staff will investigate accidents involving RTC vehicles.

## 8.2 Reporting Procedures

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

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

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

Non-major accidents/incidents include the following events:

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

## 8.3 Internal Notification

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

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

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

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

## 8.4 Reporting and Documentation

After the service contractor's on-scene accident/incident initial investigation, some issues may remain unresolved or need completion. This is often the case involving major accidents and/or those requiring reports to the National Traffic Safety Board (NTSB).

Accidents requiring state or federal reporting requirements shall be coordinated with the SSA prior to submission.

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

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

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

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

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

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

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

## 8.5 Follow-up

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

the following information:

- Element of activity identified as deficient.
- Planned activities to resolve deficiency.
- RTC or Contractor department responsible for implementing corrective action.
- Scheduled completion date for implementation.
- Estimate cost of implementation.

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

## 8.6 External Notification

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

## SECTION 9: SAFETY INSPECTION AND AUDIT PROCESS

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

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

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

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

Advance Audits announcements ensure full support and participation of each department or

section. For each of the areas audited, safety staff are encouraged to use written checklists designed for that audit and outlines the key audit requirements.

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

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

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

## 9.1 Facilities Inspections

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

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

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

RTC's Public Transit Services, SSA and others, will frequently walk through each facility with a focus on safety and security. The goals of each of these inspections are to provide RTC employees, its contractors and the riding public with safe, reliable, high- quality service



throughout all facilities and the entire service area.

## 9.2 Maintenance Audits/Inspections

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

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

### 9.2.1 Maintenance Functions

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

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

Transit contractors are responsible for preventive maintenance of vehicle and fixed-end electronics systems. This includes portable and mobile radios. Other equipment such as surveillance equipment (security cameras and recorders), message signs, electronic gates, radio consoles and antenna sites are the responsibility of the RTC. This maintenance enables RTC to conduct safe and secure transit and maintenance operations on its buses and at its facilities. Preventive maintenance includes periodic inspections and programmed testing or replacement of wearable components. Performance of preventive maintenance inspections (PMI's) occurs on a scheduled basis on all RTC assets. PMIs comprise a majority of the maintenance workload and are a key method in the prevention of failures that could result in safety-related incidents. Major systems, such as wheelchair lifts, air conditioning, and heating and fire suppression are the subject of PMI's.

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

- Yearly State safety inspection on revenue vehicles.
- Preventive maintenance inspections and minor repairs to the entire vehicle and its components on a scheduled basis.
- All necessary repairs found during inspections or from road defect reports.

- All cleaning and servicing to vehicles, from the daily cleaning, fueling, and fluid top-off, to complete interior major cleaning and mechanical system steam cleaning.

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

### 9.2.2 Safety-Related Standard Operating Procedures

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

### 9.2.3 Correction of Defects

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

### 9.2.4 Inspection Programs

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

### 9.2.5 Quality Assurance

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

### 9.2.6 Warranty

Conduction of the warranty function occurs partly by contractors and partly by RTC personnel. Jointly, they are responsible for claims recovery on premature failures of warranted parts, components and systems throughout the bus fleets. Recovery may consist of cash, parts, labor, or any combination thereof. The contractor is responsible for identifying and documenting warrantable fleet defects, and offers a formalized process for responding to potential safety problems. RTC is responsible for contractually resolving warranty issues for RTC procured vehicles. The RTC is also responsible for warranty implications associated with

the fare box, ticket vending machines and communication systems. The contractor is responsible for the warranty of any repair parts or equipment purchases.

### 9.2.7 Bus Maintenance Inspections

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

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

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

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

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

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

## SECTION 10: RULES/PROCEDURES REVIEW AND ENFORCEMENT ACTIONS

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

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

- |                     |                                  |
|---------------------|----------------------------------|
| 1. First incident:  | Verbal warning                   |
| 2. Second incident: | Written reprimand                |
| 3. Third incident:  | Written reprimand and suspension |
| 4. Fourth incident: | Termination                      |

Examples of employee behaviors resulting in disciplinary action can include:

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

## SECTION 11: TRAINING AND CERTIFICATION REVIEW AND AUDIT

### 11.1 Training and Certification Review and Audit

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

### 11.2 Contractor Training Programs

Contractor's training programs include licenses, training completion, internal and external certifications required by title or job responsibility. Contractors must ensure FTA defined safety-sensitive jobholders are provided all required training and certification on an on-going basis. Safety-sensitive jobs are coach operator, mechanic, dispatcher, and armed officer. In

general, training should document skills performance, knowledge of operational procedures, emergency procedures, equipment usage, new equipment configurations, OSHA requirements and any other special requirements.

## SECTION 12: EMERGENCY RESPONSE PLANNING, COORDINATION, AND TRAINING

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

The SSEPP addresses:

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

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

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

## SECTION 13: SYSTEM MODIFICATION REVIEW/APPROVAL PROCESS

### 13.1 System Modifications

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

For elements involving either the bus fleet or infrastructure, the design, construction and coordination procedures applicable are in the appropriate RTC contract documents. It is the responsibility of the department drafting the specifications for the equipment, system or facility

to assure that safety requirements specification in procurement documents.

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

## 13.2 Safety Requirements for Modifications

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

Communications, fare collection and maintenance facilities.

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

## 13.3 Security Requirements for Modifications

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

## 13.4 Special System Safety/Security Considerations

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

- Compatibility with the safety features, design, and procedures of the existing system into the new designs. Design criteria includes crime prevention through environmental design (CPTED) concepts and fault tolerant principles must be incorporated into all designs of new systems, including hardware, software, equipment, and facilities, when

failures would cause a catastrophic event resulting in death or injury to persons, or damage to critical systems. As a prerequisite, there will be no consideration to new designs unless they proved safe and effective in operation elsewhere.

- Avoidance, eliminations, or reduction of identified safety hazards caused by design change; the inclusion of safety devices; or introduction of new or additional parts or materials, must be built into the designs.
- Components must be located so that access by personnel during operation, maintenance, repair, or adjustment does not require exposure to hazards (such as electrical shocks, burns, sharp edges or points and dangerous or toxic materials) beyond acceptable risks.
- Designs must minimize damage to equipment or injury to personnel in the event of an accident or catastrophe.
- Proper design must avoid undue exposure to physiological and psychological stress, which might cause errors leading to accidents or catastrophes.
- Provision of suitable warning and caution notes must be included in the vendors' instructions for the operation, assembly, maintenance, and repair of their products, and the imposition of distinctive markings for personnel protection on hazardous components, equipment or facilities.
- Developed staff training programs for all new systems or modifications, submitted to the RTC for approval, and personnel trained prior to final acceptance of the system or modification.

## SECTION 14: SAFETY DATA ACQUISITION/ANALYSIS

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

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

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

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

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

## SECTION 15: INTERDEPARTMENTAL/INTERAGENCY COORDINATION

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

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

## SECTION 16: CONFIGURATION MANAGEMENT

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

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

Technical Library: Each primary Contractor will maintain a technical library to ensure the availability of current maintenance procedures and parts information. The library is a reliable source for current information of maintenance campaigns and service bulletins, component



catalogs, fleet assignments and other information that is necessary to assure required maintenance and configuration control.

## 16.1 New Systems Configuration Management

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

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

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

## SECTION 17: EMPLOYEE SAFETY PROGRAM

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

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

RTC and contractor employees must become familiar with all policies and procedures, and learn how to perform their jobs safely and efficiently. RTC encourages the use of documented on-the-job training, classroom and specialty training, to contribute to a successful safety and health program. The training effort includes hazard recognition, regulatory compliance and accident prevention. Reinforcement of training occurs through regular follow-ups with employees. This document is an integral part of the employee safety program.

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

## 17.1 Industrial and Occupational Safety and Health

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

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

## 17.2 Personal Protective Equipment

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

## 17.3 Interdepartmental, Contractor and Interagency Coordination

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

## 17.4 Operating Environments and Passenger Facility Management

Passenger facility management at each RTC location servicing the public will provide a clean,

safe and secure environment for customers. Cleaning and repairs of bus stops and shelters occur daily and as necessary based on customer feedback.

## 17.5 Employee Work-Related Injuries

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

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

## SECTION 18: HAZARDOUS MATERIALS PROGRAM

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

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

### 18.1 Hazardous Materials Management Plan

RTC has, and requires its contractors to have, a Hazardous Materials Management Plan (HMMP) for each operating facility. Among other requirements, each HMMP must assist the local fire department in the event of their response to a hazardous material (HAZMAT) emergency. Each HMMP is site-specific and describes features of RTC systems and equipment required for compliance with pertinent statutes, ordinances and regulations. The HMMP requires each contractor to name a facility emergency contact person and/or position, and list

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

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

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

## 18.2 Purchasing Hazardous Materials

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

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

## 18.3 Hazardous Communication (HAZCOM)

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

- The "Right to Know" Laws
- Workplace chemical lists
- How to read and interpret information on labeling systems
- How to read and interpret information on Safety Data Sheets (SDS)
- Physical and health hazards in the workplace

- Protective measures, specific work procedures and personal protective equipment
- Methods and observations to detect the presence or release of a hazardous material.

## SECTION 19: DRUG AND ALCOHOL ABUSE PROGRAMS

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

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

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

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

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

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

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

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

Oversight of RTC and contractor compliance with Drug and Alcohol Program requirements is

the responsibility of the SSA with reporting to the SSC.

## SECTION 20: CONTRACTOR AND CONSTRUCTION SAFETY

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

### 20.1 Contractor Safety Coordination

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

### 20.2 Construction Safety Program

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

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

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

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

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

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

## 20.2.1 Construction Safety Plans

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

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

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

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

The following requirements are also required in the CSP.

Training: Contractors are responsible for safety education and training of all employees. As a minimum, the following is required:

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

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

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

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

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

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

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

- Effective project management
- Effective job coordination
- Emphasis on job safety



- Establishing a safe work environment

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

## SECTION 21: PROCUREMENT

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

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

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

### 21.1 Procurement Safety Responsibilities

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

## 21.2 Bus Procurement

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

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

## 21.3 Facility Procurement and Development:

The Engineering Department manages plans and specifications. It ensures that all plans and specifications meet RTC format quality standards and notarized by a professional engineer registered in the state of Nevada. The Engineering Department receives all changes clearly identified on engineering plans, specifications and as-built drawings.

The RTC SSC reviews and approves the safety and security certification of all facilities prior to use in revenue operations, passenger, public or employee use. The SSC provides oversight of facility project safety and security certification through the processes of design, construction, installation, testing and implementation.

## SECTION 22: ALTERNATIVE FUELS AND SAFETY

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

## SECTION 23: OPERATING ENVIRONMENT AND PASSENGER FACILITY MANAGEMENT

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

## SECTION 24: SECURITY

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

## SECTION 25: EXTERNAL AUDIT PROCESS

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

## SECTION 26: SAFETY PROMOTION

It is important to provide safety information to all employees and contractors. The RTC provides safety communication to employees holding safety-sensitive jobs through monthly safety meetings, newsletters, bulletins, poster boards and daily electronic messaging. Safety communication content includes safety-related hazards and safety risks they encounter. Examples include accident frequency, severity and causation.

Other content includes changes in safety policies, activities and procedures and actions taken in response to reports from the employee safety-reporting program. Employees not in safety-sensitive jobs receive communication in the form of quarterly newsletters and electronic messages, monthly department meetings and semi-annual all staff meetings.

Ways in which the RTC and contractors ensure understanding of communications include asking what employees heard, asking if they can explain the message to others, employing use of matching communication styles (photographs and stories vs data, graphs and charts) and eliciting visual cues of understanding.

## APPENDIX A

### (EMEGENCY PROCEDURES FLIPCHART)

Emergency Procedures Flipchart is in the following section: “Other”.

## APPENDIX B LIST OF ACRONYMS

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

## APPENDIX C GLOSSARY OF TERMS

**Emergency:** A situation which is life threatening to passengers, employees, or other citizens which causes damage to any transit vehicle or facility or results in the significant loss of services and reduces the ability of the system to fulfill its mission.

**Fatality:** A transit-caused death that occurs within 30 days of transit incident.

**Hazard identification:** The process of using numerous tools to recognize and evaluate hazards.

**Hazard resolution:** The analysis and subsequent actions taken to reduce to the lowest level practical the risk associated with an identified hazard.

**Hazard severity:** The process of using subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies or procedural efficiencies for system, subsystem or component failure or malfunction, categorized as follows:

- Category I (Catastrophic) May cause death or loss of a significant component of the transit system, or significant financial loss.
- Category II (Critical) May cause severe injury, severe illness, major transit system damage, or major financial loss.
- Category III (Marginal) May cause minor injury or transit system damage or financial loss.
- Category IV (Negligible) Less than minor injury, occupational illness, or system damage.

**Injury:** Any physical damage or harm to a person that requires immediate medical attention and hospitalization.

**Safety:** Freedom from danger.

**Security:** Freedom from incidental danger.

**Security incident:** An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.

**Security threat:** Any source that may result in a security breach, such as a vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.

**System:** A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and

procedures (standard operating, emergency operating and training) which are integrated to perform a specific operational function in a specific environment.

**Threat:** Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.

**Unsafe condition or act:** Any condition or act that endangers life or property.

**Vulnerability:** Characteristics of passengers, employees, vehicles and/or facilities that increase the probability of an unsafe condition or act.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Safety Management System Policy Statement**

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

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

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

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

The Executive Director is ultimately responsible and accountable for RTC's safety and security performance policy. Therefore, the undersigned authorizes and approves this SMSP.

The Executive Director and RTC Board Chairman certify the SMSP fulfills requirements under 49 C.F.R. 673.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neoma Jardon  
RTC Board Chairman

\_\_\_\_\_  
Date



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.17**

From: Angela Reich, Director of Administrative Services

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**RECOMMENDED ACTION**

Approve a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems in an amount not-to-exceed \$115,924.

**BACKGROUND AND DISCUSSION**

RFI Communications & Security Systems (RFI) is a local, authorized provider for the RTC's electronic access control system, intrusion detection system and the closed circuit television systems. RFI is the local sole source provider for the access controls system used. RFI has provided satisfactory performance as measured against numerous performance indicators (examples: system uptime, efficiency, effectiveness of repairs, responsiveness to service requests, and conducting preventative maintenance). The term of the proposed service agreement is from July 1, 2021, to June 30, 2022.

**FISCAL IMPACT**

Funding is included in the FY 2022 Board approved budget, and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

May 22, 2020            Approved a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, not-to-exceed \$112,548.

**ATTACHMENT(S)**

A. Service Agreement 451-190 Quotation



**Communications & Security Systems**

4060 McCarran Blvd., Suite A, Reno, NV 89502

Tel: (775) 852-3555 Fax: (775) 852-6633

NV Contractor's Licence #0021814A

**Service Agreement 451-190Quote**

RFI Communications & Security Systems (hereinafter RFI) agrees to provide, and Regional Transportation Commission (CUSTOMER) agrees to purchase coverage for the services listed on Attachment A in accordance with the terms and conditions of the NASPO ValuePoint Master Agreement and Statewide Master Service Agreement for Services RFP/CONTRACT #3407.

The terms and conditions of the RFP/CONTRACT #3407 (including Attachments A, B, C, & D) are incorporated in and made part of this Agreement. No change, alteration, or amendment of the terms and conditions of this Agreement is authorized or effective, unless it has been agreed to in writing by authorized agents of RFI and Customer. No course of dealing, or other conduct, or custom shall constitute an amendment to the terms hereof, or alter, or vary the terms of this Agreement.

Years	Coverage	Access Control	CCTV	Intrusion	Total
Year 1	7/1/2019 – 6/30/2020	\$65,860.00	\$41,074.00	\$2,336.00	\$109,270.00
Year 2	7/1/2020 – 6/30/2021	\$67,836.00	\$42,306.00	\$2,406.00	\$112,548.00
Year 3	7/1/2021 – 6/30/2022	\$69,871.00	\$43,575.00	\$2,478.00	\$115,924.00
Year 4	7/1/2022 – 6/30/2023	\$71,968.00	\$44,882.00	\$2,553.00	\$119,403.00
Year 5	7/1/2023 – 6/30/2024	\$74,126.64	\$46,229.00	\$2,629.00	\$122,984.54

Commencement Date of Service: July 1, 2019Anniversary Date of Agreement: 6/30/19, 6/30/20 & 6/30/21

Plan Charge: \$ \_\_\_\_\_ (Annually In Advance) Net 30 \_\_\_\_\_ (Initial)

System Location: RTC – Terminal way, Villanova, Sutro, Centennial Plaza, 6<sup>th</sup> Street Yard, Virginia & 4<sup>th</sup> Street Rapid Stations**CUSTOMER (Billing Address):**Company: Regional Transportation CommissionAddress: 2050 Villanova DriveCity: Reno State: NV Zip: 89502Attention: Rob ReederPhone #: (775)835-1870e

Accepted by:

CUSTOMER:

Regional Transportation CommissionBy: 

Authorized Signature

Lee G. Gibson, AICP

Print Name

Title: Executive DirectorDate: 05/20/19RFI Communications & Security SystemsBy: 

Authorized Signature

Hyong C. Cho

Print Name

Title: Account ManagerDate: October 25, 2018



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 4.18**

From: Angela Reich, Director of Administrative Services

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**RECOMMENDED ACTION**

Award a contract to Allied Universal Security Services for provision of armed and unarmed security services, after hours patrol and alarm response in an amount not-to-exceed \$5,092,678 for a three-year contract with two one-year options for renewal.

**BACKGROUND AND DISCUSSION**

The current security services contract expires June 30, 2021. The RTC issued a Request for Proposals (RFP) for armed and unarmed security services, after hour’s patrol and alarm response on February 16, 2021. An RTC review committee evaluated five proposals. The RTC evaluated responses and made its determination as to which proposal offered best value, based on the following criteria and in accordance with designated percentage weight indicated in the following chart:

	<b>Criteria</b>	<b>Points</b>
1.	Work Plan: Project Approach and Implementation Methodology	35
2.	Capacity and Availability – Level of Commitment of Project Manager and Supervisor	15
3.	Identification of Anticipated Issues, Problems and/or Challenges and Proposed Solutions.	15
4.	Qualifications and Experience of the Project Team; Past Performance and Work Products	15
5.	Cost	20

Companies submitting competitive bid proposals included Allied Universal, American Guard Services, Marksman, PalAmerican, and Securitas. The review and evaluation of the proposals resulted in the following:

- Allied Universal proposal score 448.60 points (of 500 maximum);
- American Guard Services proposal score 401.80 points;
- Marksman Security Corporation proposal score 366.20 points;
- PalAmerican proposal score 365.80 points;
- Securitas proposal score 343.60 points.

Following the competitive bid process, the RTC recommends award of contract for security services to Allied Universal. Their proposal includes the provision of requested services for three years with two optional one-year extensions. Proposed contract dates are July 1, 2021, to June 30, 2024, with selected options potentially extending the contract until June 30, 2026. Allied Universal submitted costs for three years with two one-year options as follows:

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>3 Year Total</b>	<b>Option 1</b>	<b>Option 2</b>
\$1,189,906	\$1,241,921	\$1,299,071	\$3,730,898	\$1,389,593	\$1,407,461

**FISCAL IMPACT**

Funding for a potential security services contract has been included in the FY 2022 budget.

**PREVIOUS BOARD ACTION**

February 16, 2021    Approved issuance of security services RFP.

**ATTACHMENT(S)**

- A. Security Services – Draft Contract

**AGREEMENT FOR SECURITY SERVICES**

This agreement ("Agreement") is dated and effective as of July 1, 2021, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and Universal Protection Service, LLC, DBA Allied Universal Security Services ("Contractor").

**1. Term.** The term of this agreement shall commence on the effective date above and shall end on June 30, 2024. The RTC reserves the right to extend the term of this Agreement for two (2) separate one (1) year option periods. The term of this Agreement will automatically extend for the one (1) year option periods unless RTC provides written notice of cancellation at least 120 days prior to the end of the term then in effect.

**2. Scope of Work.**

- a. Contractor shall provide the services described in the scope of work attached as Exhibit A.
- b. Contractor shall provide the services pursuant to schedules approved by RTC's Project Manager. Any changes to the schedules must be approved in advance by RTC's Project Manager.
- c. RTC may at any time, by written order, request changes to add additional scheduled services, additional route patrols, additional route supervision, or contingency work.

**3. Compensation.** RTC shall pay Contractor for the services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B. Contractor shall submit monthly invoices for work performed each month. The total not-to-exceed cost of services for each year is included in Exhibit B. The Contractor may propose an adjustment in its billing rates in the event of an unanticipated and exceptional change in applicable law or regulations after the date of execution of this Agreement that directly results in additional costs of providing services hereunder.

**4. Performance Bond.** Contractor shall provide to the RTC, and shall maintain in full force and effect during the term of this Agreement, a performance bond in an amount equal to ten percent (10%) of the total contract price of the first year of the term of this Agreement. Failure to provide any necessary updates, renewals, or modifications necessary to maintain the performance bond shall be an event of default and may, in the RTC's discretion, be the basis for the termination of this Agreement for default. Contractor is required to provide the performance bond within (15) calendar days after this Agreement becomes effective. If Contractor fails to provide the performance bond within the time specified in this paragraph, the RTC may immediately terminate the contract without notice or opportunity to cure the default.

**5. Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its

employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.

**6. Invoices/Payment.** Contractor shall submit invoices to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

**7. Legal/Regulatory Compliance.**

- a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- b. Contractor 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 Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

**8. Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor 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.

**9. Indemnification.** Contractor's obligations are 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.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC or Contractor may terminate this Agreement in whole or in part for convenience upon written 120-day notice to the non-terminating party.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:

- i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Limitation on Liability.** Anything to the contrary notwithstanding: (a) under no circumstances will either party be liable to the other party for consequential, incidental, indirect or punitive damages, or for lost profits.

**13. Ownership of Work.** 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 Contractor 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 Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors 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 Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

**14. Records.** Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

**15. Exhibits.** The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

**16. Exclusive Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

**18. No Assignment.** Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

**19. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

**20. Venue.** Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

**21. 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.

**22. Certification Required by Nevada Senate Bill 27 (2017).** Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor 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, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

**23. Equal Employment Opportunity.** The Contractor agrees to the provisions provided for in FTA Circular 4704.1A, as noted below:

- a. During the performance of this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. Contractor 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. Contractor 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.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- c. Contractor 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.

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

REGIONAL TRANSPORTATION COMMISSION OF  
WASHOE COUNTY

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

UNIVERSAL PROTECTION SERVICE, LLC, DBA  
ALLIED UNIVERSAL SECURITY SERVICES

BY: \_\_\_\_\_  
Steve Claton, Regional President



## Exhibit A

### Scope of Work

#### A. PROJECT OVERVIEW

RTC operates two transit stations (transfer facilities): (1) one at 200 E. Fourth Street in downtown Reno, Nevada known as “4<sup>th</sup> Street Station,” and (2) one at 1421 Victorian Avenue in downtown Sparks, Nevada known as “Centennial Plaza.” 4<sup>th</sup> Street Station has two buildings, both located on approximately 1 acre of land. Centennial Plaza has two buildings, on approximately 3 acres of land. In total, RTC owns thirteen (13) buildings comprised of some 180,780 square feet on approximately 17 acres of land. Security services will need to be provided to the property boundaries of each transit station.

Contractor will provide a 24-hour presence of uniformed, armed security officers, seven days a week at its two transfer facilities. Contractor will provide “after hours” patrols and alarm responses at all other RTC facilities.

The full list and description of RTC facilities is as follows:

- 4<sup>th</sup> Street Station North Building: Passenger waiting and passenger services
- 4<sup>th</sup> Street Station South Building: RTC-RIDE operations and maintenance
- Centennial Plaza: Main building has passenger waiting, RTC-RIDE operations, Greyhound passenger waiting and ticket office. The facility is also a transfer station for Panasonic and Tesla employees traveling to and from work via private coach vehicles. There is a small maintenance building on the property.
- Villanova Facility (2050 Villanova Drive Reno, Nevada): RTC-RIDE administration, operations, maintenance and bus storage
- Sutro Facility (600 North Sutro Street Reno, Nevada): RTC-ACCESS administration, operations, maintenance and van storage
- RTC Administration Offices (1105 Terminal Way Reno, Nevada): RTC Administration, Administrative services, Engineering, Finance, Planning and Information Technology departments.
- RTC-RAPID (Bus Rapid Transit) Stations: Virginia Street from Meadowood Mall Way to 15<sup>th</sup> Street near the University of Nevada campus (16 stations). Fourth Street at Evans Avenue to Prater Way at 15<sup>th</sup> Street, Sparks, Nevada (8 stations).

#### B. SERVICE AND STAFFING REQUIREMENTS

Contractor will provide the services pursuant to schedules approved by RTC’s Project Manager. Any changes to the schedules must be approved in advance by RTC’s Project Manager. Those schedules will reflect the following services and staffing requirements:

## **1. 24-hour Presence**

There will be a 24-hour presence of uniformed and armed security officers, seven days a week at the two transfer facilities. There will be a minimum assignment of two uniformed, armed officers at all times at 4<sup>th</sup> Street Station. There will be a minimum assignment of one uniformed, armed officer at all times at Centennial Plaza.

A full-time officer supervisor will be part of the working staff assigned to 4<sup>th</sup> Street Station. The officer supervisor or a designee will be available to security officers and RTC staff via telephone at all times.

The schedule will reflect increased security officer staffing (unarmed and armed officers) for certain events (e.g., Reno Aces home baseball games, Hot August Nights, Street Vibrations, the Best in the West Rib Cook Off, etc.) or holidays (4<sup>th</sup> of July and New Year's Eve).

RTC reserves the right to adjust the number and type of security officers scheduled. In order to maintain safety and security of fixed route operations, security officers may be assigned to selected vehicles. Assignment of patrol officers to selected transit stops may occur to deter vandalism, graffiti, and promote security and safety. A marked security vehicle must be provided to conduct patrol services.

## **2. "After Hours" Patrols and Alarm Responses**

RTC also needs "after hours" patrols and alarm responses at other RTC facilities. The definition of "after hours" is after business hours or non-working hours, weekends, and holidays.

## **3. Additional Route Patrols and Additional Fixed-Route Supervision**

There may be requests to patrol selected RTC fixed routes to deter vandalism, graffiti, shelter take over (by homeless or others), and to promote transit security and safety. Route patrols will consist of an officer checking fixed-route stops for unsafe concerns. Fixed-route supervision consists of officer assignment to an RTC coach to ensure security and safety during route operations.

Assignment of route patrols and fixed-route supervision will consist of blocks of time such as 2, 4, 6 or 8 hours and are considered additional staffing.

## **4. Other Security Services**

RTC may need other security officer staffing during special events or circumstances. While there is no knowledge of such events at this time, they have occurred during previous security services contracts. Examples may include protection for right of way expansion projects, labor strikes, civil unrest, and maintaining tranquility on coach service routes. Staffing can be variable in scope and duration depending on the event or issue.

Recent examples include protection for a right of way expansion project of an important archeological site (Southeast Connector Project) and security for buildings acquired for demolition (Virginia Street Bus RAPID Extension Project). Security officers provided approximately 1,440 hours of coverage during the Southeast Connector Project and 1,851 hours for the Virginia Street Bus RAPID Extension Project. Security coverage for both projects included the need for a marked security service vehicle. Security coverage on a coach route to maintain tranquility consisted of approximately 56 hours. Other events requiring security staffing could last a few hours or longer.

## **C. MINIMUM QUALIFICATIONS AND PERFORMANCE REQUIREMENTS**

### **1. Supervision of Employees**

Contractor shall furnish appropriate management and supervision of staff as identified by RTC to ensure the necessary management of personnel and the functions involved in the contract requirements. Management and supervisory personnel must be on duty or immediately available 24-hours a day, 7 days per week and all holidays. Contractor shall provide periodic audits of the performance of the personnel. Documentation of audits shall include at a minimum, the date of the audit, the time of the audit, the facility or location, personnel, the auditor, the audit findings, at no additional cost to RTC. The audit forms shall be available to RTC review upon request. Contractor shall provide a productivity monitoring system at no additional cost to RTC. The productivity monitoring system shall be capable of determining officer activity, location of activity, time spent and time spent inactive. The productivity monitoring system shall be capable of generating automated reports on a daily basis. Contractor's manager and supervisor are to be equipped with a cellular phone and shall respond when requested with one (1) hour.

### **2. Project Manager and Project Supervisor Selection**

Resumes for the Project Manager (Area or Account Manager) and Project or Account Supervisor must be provided to the RTC Security/Safety Administrator for approval. Contractor must obtain approval from the RTC Security/Safety Administrator before transferring the Area Manager and/or the Account Manager/Supervisor. RTC reserves the right to request immediate removal of any successful Contractor staff member. The RTC Security/safety Administrator reserves the right to selection process involvement for replacement of the Area Manager and the Account Manager/Supervisor.

### **3. Area Manager**

Contractor will designate a full-time Area Manager to oversee the entire contract and provide the RTC Security/Safety Administrator and/or designee(s) with assistance on various projects that support RTC's System Security and Emergency Preparedness Program (SSEPP) and RTC's Transit Security Strategy. Such as but not limited to conducting threat and vulnerability assessments; providing security awareness trainings; collecting and analyzing criminal statistics. The Area Manager will act as a liaison with local law enforcement agencies as requested by the RTC Security/Safety Administrator or designee.

#### **4. Qualifications/Availability – Area Manager**

The Area Manager must:

- Have a minimum of five years of security experience as an Area Manager.
- Have prior experience in providing classroom training.
- Be available 24-hours a day, 7 days per week via telephone and demonstrate the ability to respond to emergencies in a reasonable amount of time.
- Ability to understand and retain knowledge of Federal, State, Local and RTC policies, procedures, rules, regulations, statutes.
- Ability to write, read, understand and implement post orders and other specialized documents as required.
- Ability to maintain a clean, neatly groomed and professional appearance.
- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Ability to maintain a positive attitude and work ethic.
- Possess above average communication skills for effective interactions with passengers, public, employees, staff of public safety agencies.

#### **5. Training – Area Manager**

The Area Manager will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command System Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents
- Tw (2) Transportation Safety Institute (TSI) Courses
- US Justice Associate training (must complete before being assigned to any post)
- Citizen’s Arrest Training Procedures (must complete before being assigned to any post)
- Terrorism awareness and response training (must complete within one month of being assigned to post)

#### **6. Account Supervisor**

Contractor should also assign an Account Manager/Supervisor to support the Area Manager position. This individual assigned to oversee Transit Center facilities will serve as one of the armed officers for daily staffing. Candidate shall have a minimum of three years security experience as an Account Manager/Supervisor.

- Be available 24-hours a day, 7 days per week via telephone and demonstrate the ability to respond to emergencies in a reasonable amount of time.
- Supervisor will ensure there is adequate coverage during vacation/sick days.

- Ability to understand and retain knowledge of Federal, State, Local and RTC policies, procedures, rules and regulations.
- Ability to read, understand, implement, and follow post orders and other specialized documents as required.
- Ability to maintain a clean, neatly groomed and professional appearance.
- Ability to maintain a professional and positive demeanor and work ethic.
- Possess above average communication skills for effective interaction with passengers, public, employees and staff of public safety agencies.

### **7. Training – Account Supervisor**

Account Manager/Supervisor(s) will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command System (ICS) Modules, ICS-1- Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents.
- Two Transportation Safety Institute (TSI) courses.
- US Justice Associate training (must complete before assignment to any post).
- Citizen’s Arrest Training Procedures (must complete before assignment to any post).
- Terrorism awareness recognition and response training within one month of assignment to a post.

### **8. Armed Officers**

Each armed security officer assigned to the Procuring Agency contract must meet or exceed, at least one of the following criteria:

- Prior civilian or military law enforcement or corrections experience – 2 years minimum.
- Military experience of 10 years minimum with Honorable Discharge.
- Elite military forces experience (Navy SEALs, Army Green Beret, Special Forces), military police or combat arms, 4 years minimum with Honorable Discharge, or other discharge that does not render the officer unsuitable for the position for which he or she is intended. Contractor’s determination regarding the suitability of any person with a military discharge other than Honorable Discharge for assignment at an RTC location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the discharge; (ii) the time that has passed since the discharge; and (iii) the nature of the job held or sought.
- Graduate of a police academy
- Criminal Justice Degree (accredited program recognized higher learning institution).
- Five years’ experience as security officer or two years security officer experience and criminal justice or similar degree.

Contractor will ensure Armed Officers meet or exceed the following criteria:

- Ability to understand and retain knowledge of Federal, State, local and RTC policies, procedures, rules and regulations.
- Ability to read, understand and follow post orders and other specialized documents as required.
- Ability to maintain a clean, neatly groomed and professional appearance.
- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Ability to maintain a professional and positive demeanor and work ethic.
- Possess above average communication skills for to effective interactions with passengers, public, employees, staff of public safety agencies.

#### **9. Training – Armed Officers**

Armed Officers will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command System (ICS) Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff-Complex Incidents.
- Two Transportation Safety Institute Courses.
- US Justice Associate training (must complete before assignment to any post).
- Citizen’s Arrest Training Procedures (must complete before assignment to any post).
- Possess above average communication skills for effective interaction with passengers, public, employees, staff from public safety agencies.
- CPR and basic first aid certified.
- General training of at least eight (8) hours in human relations and conflict resolution.
- An on-site orientation to RTC-RIDE, RTC-ACCESS, RTC and its transfer facilities. On-site orientation to RTC security systems including Avigilon (CCTV), AMAG access control system, and DMP intrusion detection, reporting system. On-site orientation to RTC’s SSEPP. Orientation for this requirement will be 8 hours and provided by the SSA or designee.
- Weapons training and certification is required.
- Terrorism awareness, recognition and response training within one-month assignment to post.
- Annual training on maintaining positive customer relations and support.

#### **10. Unarmed Officers**

Contractor will provide unarmed officers that satisfy, at least, one of the following criteria:

- Military service – 4 years, minimum with Honorable Discharge.
- Private security or customer service experience – 2 years, minimum.

- Ability to read, understand and follow post orders and other specialized documents as required. Ability to understand and retain knowledge of Federal, State, local and RTC policies, procedures, rules and regulations.
- Ability to maintain a clean, neatly groomed and professional appearance.
- Ability to speak and write fluently in English and to maintain English fluency in stressful and emergency situations.
- Possess above average communication skills for effective interaction with passengers, public, employees and staff from public safety agencies.

### **11. Training - Unarmed Officers**

Unarmed Officers will be required to complete the following courses within the first year of the contract:

- FEMA – Incident Command system (ICS) Modules, ICS-100 Introduction to ICS, ICS-200 Single Resources and Initial Action Incidents, ICS-300 Intermediate ICS for Expanding Incidents and ICS-400 Advanced ICS Command and General Staff – Complex Incidents.
- Two TSI courses.
- US Justice Associate training (must complete before assignment to any post).
- Citizen Arrest Training Procedures and response training before assignment to any post).
- Terrorism awareness, recognition and response training within one month of assignment to any post.
- Annual training on maintaining positive customer relations and support.

### **12. Background Record Checks**

Contractor will be required to conduct background investigations on their employees in addition to State of Nevada Guard Card. The background investigation will consist of criminal history review and personal credit history review. The receipt and review of all results occurs prior to any post assignment. Repetition of background checks occurs annually. Failure to submit to a background check at RTC's discretion will be grounds to terminate the contract.

### **13. General Duties of Contractor and Officers:**

Typical duties include, but are not limited to

- Acting as an ambassador for RTC and its Passengers.
- Providing passenger and customer safety.
- Ensuring compliance with City of Reno (4<sup>th</sup> Street Station) or City of Sparks (Centennial Plaza) municipal codes and/or Nevada Revised Statutes pertaining to trespass, vagrancy, vandalism, and crimes against the person.
- Conducting surveillance for suspicious activities and individuals and for unusual packages.
- Patrolling the perimeter and interior of the facility/site.
- Contacting local public safety agencies should the need arise.

- Overseeing and/or assisting the facility or area evacuations.
- Directing and controlling pedestrian and vehicular traffic and parking at the transfer stations.

Security Officers are exposed to intoxicated, disruptive and/or potentially violent individuals on a regular basis. They may encounter:

- Gang activity
- Mentally impaired or challenged individuals
- Suicide attempts
- Bomb threats
- Work stoppages (strike)
- Robbery
- Drug activity (buy and sell, use of)
- Pick pockets
- Medical emergencies and requests for medical assistance
- Other acts of violence
- Panhandling
- Loitering
- Vandalism
- Graffiti
- Assault and aggravated assault
- Shooting
- Other violations of RTC fixed-route passenger behavior policy (P-31).

#### **14. Staff Requirements**

All Contractor staff must:

- Be proficient in writing incident reports/making entries in activity logs.
- Comply with RTC policies/procedures relative to Information Security/Communications equipment use.
- Have general training of at least eight hours in human relations and conflict resolution, including sexual harassment.
- Be fit for duty.
- Wear, in open view, an identification badge at all times (provided by Contractor).

No Contractor staff will:

- Stand a post for more than 12 hours within a 24-hour period, including posts other than RTC facilities without first obtaining consent from the SSA. The exception applies to covering a post until properly relieved.
- Possess a concealed weapon.
- Use unauthorized radios, electronic equipment, and audio/visual devices while on duty.



- Make unauthorized /personal cell phone calls.
- Solicit RTC passengers, the public or employees for any reason.

### **15. General Requirements**

The following requirements are general to the contract.

Contractor must:

- Provide photographs/samples of the proposed Security Officer uniforms.
- Arrange for their staff to testify in a court of law when called upon.
- On an annual basis, make recommendations to revise relevant areas of the “System Security and Emergency Preparedness Plan” (SSEPP) and conduct/revise a Threat and Vulnerability Assessment of each facility assigned to.

### **16. Document Control**

Contractor will be required to maintain records that support reports, assessments described below:

- Activity Log – Daily completion
- Incident Report – Daily completion
- Summary of Monthly Activity Report – Monthly completion to include number of arrests, number of assaults, numbers disorderly passengers, incidents of trespassing, number of medical responses, incidents of loitering, graffiti, number of officer complaints and compliments, number of officer injuries.
- Facility Inspection Report – Monthly completion and reporting to SSA
- Training Report – Quarterly completion and annual reporting to SSA
- Report of Recommendations to the SSEPP – Annual completion and reporting to the SSA
- Report of Threat and Vulnerability Assessment (for each transit center) – Annual completion and reporting to SSA
- Body camera video files will be stored on RTC computer equipment for a minimum of thirty (30) days for retrospective review and analysis as needed

Copies of each document required by “...reporting to SSA” will be forwarded to the SSA or designee at the increment outlined above. Original copies of the above documents will be maintained at each respective site for (1) one year followed by (2) years at the Contractor’s office. At the end of three years or applicable contract extension periods or upon termination of the contract whichever is sooner, documents will be returned to RTC for final disposition. The format and procedure for each of the above documents will be submitted to the SSA for approval prior to submitting the Notice-to Proceed.

## **17. Information/Document Security**

Contractors will be required to maintain written and electronic reports, records in a manner that does not provide for unauthorized disclosure of Sensitive Security Information (SSI) and/or personal information, i.e., data collected in the course of issuing warnings, incident reports, etc. This includes video/audio files maintained/stored on RTC medium. Additionally, the Contractor must obtain a signed non-disclosure agreement from each staff member that ensures documents and/or drawings that contain "Sensitive Security Information" as defined in 49 Code of Federal Regulations (CFR) parts 15, 655 and 1520 and Nevada Revised Statutes (NRS) 239C, will not be disclosed to the public. With the exception of the Contractor's area office, at no time will documents containing SSI be removed from the facility/post. Working on documents from home is prohibited.

## **18. Supervision**

There must be an oversight supervisor either on duty or on call for a security officer to contact when on duty. In the event RTC has a need to contact the supervisor the name of the supervisor and his/her telephone number must be provided to the RTC Security/Safety Administrator. The supervisor will manage staffing; investigate security complaints, (except those against the supervisor) and follow-up as necessary. Supervisor will be responsible for on-site training and orientation of officers.

## **19. Uniforms**

Security Officer shall wear the uniform proposed by the security company and agreed to by RTC. Security Officers must present themselves in clean uniforms and groomed while on RTC property.

## **20. Radios and Cellular Telephones**

RTC will provide two-way radios at all times to maintain communication with other officers, RTC or the security firms' on-duty supervisor. Contractor will provide a cellular telephone for 4<sup>th</sup> street Station and Centennial Plaza Officers. Those cell phone numbers shall be available to RTC, RTC-RIDE and RTC-ACCESS employees.

## **21. Body Cameras**

Contractor will provide each working security officer (who has contact with the public) a body camera worn at all times that shall record all public interactions conducted by officers. Contractor shall provide preservation of body camera video files for a minimum of thirty days for retrospective review and follow-up. Contractor will provide RTC with video management software as necessary to review video files from each body camera.

## **22. Information Technology**

Contractor shall provide computer equipment at their own expense, to include a workstation at each transit center. Contractor will also provide internet connections, email accounts and storage of required documents for duration of contract. Contractor will provide RTC with access to those documents throughout the duration of the contract. RTC will provide an RTC computer with closed-circuit television software (video management software) and color printer for each transit station

## **23. RTC-RIDE Coordination**

Contractor and its representatives are to check in with RTC-RIDE Road Supervisor(s) assigned to 4<sup>th</sup> Street Station and Centennial Plaza when they are on duty at the site.

## **24. New Security Officers**

The RTC SSA shall approve all officers assigned to transit stations. Such approval will be dependent upon Contractor documentation and submission of training and orientation. Thoroughly trained security officers must meet FTA requirements for Safety Sensitive Positions prior to standing a post. Staffing change notices to the SSA must occur within one week after a security officer staffing change has occurred. It is Contractor's responsibility to ensure that all staff, including temporary replacements, meet the pre-disclosed requirements before standing a post.

## **25. Background Record Checks**

Contractor will be required to conduct background investigations on their employees. The background investigation will consist of criminal history review and personal credit history review. The receipt and review of all results occurs prior to any post assignment. Repetition of background checks occurs annually. Failure to submit to a background check at RTC's discretion will be grounds to terminate the contract.

Background screenings (pre-assignment and annual), at a minimum must research the employee's past seven (7) years for criminal history to include a completed police record checks and the employee must not have:

- been convicted or pled guilty or nolo contendere to a felony in any jurisdiction that renders the employee unsuitable for the position for which he or she is intended.
- been convicted to pled guilty or nolo contendere to a misdemeanor involving turpitude, acts of dishonesty, or acts against governmental authority, including the use or possession of a controlled substance within a seven-year period that renders the employee unsuitable for the position for which he or she is intended.
- been convicted or pled guilty or nolo contendere to any crime in any jurisdiction involving sale, delivery, or manufacture of a controlled substance that renders the employee unsuitable for the position for which he or she is intended.

- been declared by any court to be incompetent by mental disease or defect (unless the declaration has been removed or expunged).
- Employment/Residential Verification
- Verification of Personal References
- Education
- Citizenship
- Credit Check, where permitted by law
- Department of Motor Vehicles

Contractor's determination regarding the suitability of any person described in any of the first three bulleted items above for assignment at an RTC location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.

#### **26. Weapons**

Security Officers will be required to carry a semi-automatic pistol (9 mm, .40 cal. or .45 cal.) at all times and have the appropriate state licensing, training certifications, and permanent sheriff's card. RTC must give prior approval for an officer to carry or wear any other object with less-than-lethal forces as a mace, OC spray, baton, Taser, or hobble.

#### **27. Reporting**

Each security officer must prepare certain reports at the conclusion of his/her shift. Reports submission shall be in accordance with Contractor requirements outlined above. RTC shall approve the reporting forms prior to first use.

#### **28. Post Orders**

Security Officers must follow the post orders as established. An RTC representative shall approve any post order changes prior to becoming effective.

#### **29. Substitution of Regularly Assigned Security Officers**

The RTC Security/Safety Administrator shall approve any substitution of regularly assigned security officers. RTC reserves the right to direct the Contractor to remove all assigned security officers. In such an instance, the SSA will provide such directive in writing stating the reason for removal.

#### **30. Compliance with RTC Substance Abuse Policy, Federal Law and State Law**

Contractor and its Security Officers must comply with CFR 49 Part 655 in its entirety and will be required to document compliance on a regular basis. Contractor must maintain drug and alcohol

program documentation for duration of the contract. Security officers must comply with the RTC's Substance Abuse Policy. A copy of which will provided to Contractor prior to commencement of services. This applies to all Officers. All security officers must be compliant with Nevada NRS 648.060 regarding licensing requirements and provide evidence of compliance upon request of RTC.

SAMPLE

**EXHIBIT B  
Compensation**

**YEAR 1**

**July 1, 2021 - June 30, 2022**

**24 Hour Service**

CENTENNIAL PLAZA	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	144	\$43.10	\$6,206.40
Armed Guard - Regular Rate	8,631	\$28.73	\$247,968.63
Unarmed Guard - Regular Rate	39	\$21.89	\$853.71
Site Supervisory - Holiday Rate	0	\$45.14	\$-
Site Supervisory - Regular Rate	0	\$30.09	\$-
<b>TOTAL CENTENNIAL PLAZA</b>			<b>\$255,028.74</b>

4TH STREET STATION	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	336	\$43.10	\$14,481.60
Armed Guard - Regular Rate	20,048	\$28.73	\$575,979.04
Unarmed Guard - Regular Rate	149	\$21.89	\$3,261.61
Site Supervisory - Holiday Rate	40	\$47.19	\$1,887.60
Site Supervisory - Regular Rate	1,972	\$31.46	\$62,039.12
<b>TOTAL 4TH STREET STATION</b>			<b>\$657,648.97</b>

**"After Hours" Patrols and Alarm Responses**

	SCHEDULED NUMBER OF STOPS	COST PER STOP	
Scheduled "After Hours" Facility Patrol Stops	6 PER DAY	\$10.00	\$21,900.00
	ESTIMATED NUMBER OF RESPONSES	COST PER RESPONSE	
As-needed "After Hours" Alarm Responses	1 PER MONTH	\$25.00	\$300.00

**Additional Route Patrols and Additional Fixed-Route Supervision**

	RATE PER HOUR	
Armed Guard - Holiday Rate	\$43.10	
Armed Guard - Regular Rate	\$28.73	
Unarmed Guard - Regular Rate	\$21.89	

**Other Security Services**

	MAXIMUM POTENTIAL HOURS	RATE PER HOUR	
Armed Guard - Holiday Rate	Up to 2,000 Hours	\$43.10	
Armed Guard - Regular Rate	Up to 2,000 Hours	\$28.73	
Unarmed Guard - Regular Rate	Up to 2,000 Hours	\$21.89	
Cost for Marked Security Vehicle	Up to 2,000 Hours	\$1283/month	

**TOTAL YEAR 1      \$934,877.71**

YEAR 2

July 1, 2022 - June 30, 2023

**24 Hour Service**

CENTENNIAL PLAZA	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	144	\$45.14	\$6,500.16
Armed Guard - Regular Rate	8,631	\$30.09	\$259,706.79
Unarmed Guard - Regular Rate	39	\$21.89	\$853.71
Site Supervisory - Holiday Rate	0	\$47.19	\$-
Site Supervisory - Regular Rate	0	\$31.46	\$-
<b>TOTAL CENTENNIAL PLAZA</b>			<b>\$267,060.66</b>

4TH STREET STATION	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	336	\$45.14	\$15,167.04
Armed Guard - Regular Rate	20,048	\$30.09	\$603,244.32
Unarmed Guard - Regular Rate	149	\$21.89	\$3,261.61
Site Supervisory - Holiday Rate	40	\$47.19	\$1,887.60
Site Supervisory - Regular Rate	1,972	\$31.46	\$62,039.12
<b>TOTAL 4TH STREET STATION</b>			<b>\$685,599.69</b>

**"After Hours" Patrols and Alarm Responses**

	SCHEDULED NUMBER OF STOPS	COST PER STOP	
Scheduled "After Hours" Facility Patrol Stops	6 PER DAY	\$10.00	\$21,900.00
	ESTIMATED NUMBER OF RESPONSES	COST PER RESPONSE	
As-needed "After Hours" Alarm Responses	1 PER MONTH	\$25.00	\$300.00

**Additional Route Patrols and Additional Fixed-Route Supervision**

	RATE PER HOUR	
Armed Guard - Holiday Rate	\$45.14	
Armed Guard - Regular Rate	\$30.09	
Unarmed Guard - Regular Rate	\$21.89	

**Other Security Services**

	MAXIMUM POTENTIAL HOURS	RATE PER HOUR	
Armed Guard - Holiday Rate	Up to 2,000 Hours	\$45.14	
Armed Guard - Regular Rate	Up to 2,000 Hours	\$30.09	
Unarmed Guard - Regular Rate	Up to 2,000 Hours	\$21.89	
Cost for Marked Security Vehicle	Up to 2,000 Hours	\$1283/month	

**TOTAL YEAR 2      \$974,860.35**

YEAR 3

July 1, 2023 - June 30, 2024

**24 Hour Service**

CENTENNIAL PLAZA	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	144	\$47.19	\$6,795.36
Armed Guard - Regular Rate	8,631	\$31.46	\$271,531.26
Unarmed Guard - Regular Rate	39	\$21.89	\$853.71
Site Supervisory - Holiday Rate		\$49.25	\$-
Site Supervisory - Regular Rate		\$32.83	\$-
<b>TOTAL CENTENNIAL PLAZA</b>			<b>\$279,180.33</b>

4TH STREET STATION	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	336	\$47.19	\$15,855.84
Armed Guard - Regular Rate	20,048	\$31.46	\$630,710.08
Unarmed Guard - Regular Rate	149	\$21.89	\$3,261.61
Site Supervisory - Holiday Rate	40	\$49.25	\$1,970.00
Site Supervisory - Regular Rate	1,972	\$32.83	\$64,740.76
<b>TOTAL 4TH STREET STATION</b>			<b>\$716,538.29</b>

**"After Hours" Patrols and Alarm Responses**

	SCHEDULED NUMBER OF STOPS	COST PER STOP	
Scheduled "After Hours" Facility Patrol Stops	6 PER DAY	\$10.00	\$21,900.00
	ESTIMATED NUMBER OF RESPONSES	COST PER RESPONSE	
As-needed "After Hours" Alarm Responses	1 PER MONTH	\$25.00	\$300.00

**Additional Route Patrols and Additional Fixed-Route Supervision**

	RATE PER HOUR	
Armed Guard - Holiday Rate	\$47.19	
Armed Guard - Regular Rate	\$31.46	
Unarmed Guard - Regular Rate	\$21.89	

**Other Security Services**

	MAXIMUM POTENTIAL HOURS	RATE PER HOUR	
Armed Guard - Holiday Rate	Up to 2,000 Hours	\$47.19	
Armed Guard - Regular Rate	Up to 2,000 Hours	\$31.46	
Unarmed Guard - Regular Rate	Up to 2,000 Hours	\$21.89	
Cost for Marked Security Vehicle	Up to 2,000 Hours	\$1283/month	

**TOTAL YEAR 3      \$1,017,918.62**



**OPTION YEAR 1**

**July 1, 2024 - June 30, 2025**

**24 Hour Service**

CENTENNIAL PLAZA	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	144	\$49.25	\$7,092.00
Armed Guard - Regular Rate	8,631	\$32.83	\$283,355.73
Unarmed Guard - Regular Rate	39	\$21.89	\$853.71
Site Supervisory - Holiday Rate		\$51.30	\$-
Site Supervisory - Regular Rate		\$34.20	\$-
<b>TOTAL CENTENNIAL PLAZA</b>			<b>\$291,301.44</b>

4TH STREET STATION	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	336	\$49.25	\$16,548.00
Armed Guard - Regular Rate	20,048	\$32.83	\$658,175.84
Unarmed Guard - Regular Rate	149	\$21.89	\$3,261.61
Site Supervisory - Holiday Rate	40	\$51.30	\$2,052.00
Site Supervisory - Regular Rate	1,972	\$34.20	\$67,442.40
<b>TOTAL 4TH STREET STATION</b>			<b>\$747,479.85</b>

**"After Hours" Patrols and Alarm Responses**

	SCHEDULED NUMBER OF STOPS	COST PER STOP	
Scheduled "After Hours" Facility Patrol Stops	6 PER DAY	\$10.00	\$21,900.00
	ESTIMATED NUMBER OF RESPONSES	COST PER RESPONSE	
As-needed "After Hours" Alarm Responses	1 PER MONTH	\$25.00	\$300.00

**Additional Route Patrols and Additional Fixed-Route Supervision**

	RATE PER HOUR	
Armed Guard - Holiday Rate	\$49.25	
Armed Guard - Regular Rate	\$32.83	
Unarmed Guard - Regular Rate	\$21.89	

**Other Security Services**

	MAXIMUM POTENTIAL HOURS	RATE PER HOUR	
Armed Guard - Holiday Rate	Up to 2,000 Hours	\$49.25	
Armed Guard - Regular Rate	Up to 2,000 Hours	\$32.83	
Unarmed Guard - Regular Rate	Up to 2,000 Hours	\$21.89	
Cost for Marked Security Vehicle	Up to 2,000 Hours	\$1283/month	

**TOTAL OPTION YEAR 1      \$1,060,981.29**

**OPTION YEAR 2**

**July 1, 2025 - June 30, 2026**

**24 Hour Service**

CENTENNIAL PLAZA	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	144	\$51.30	\$7,387.20
Armed Guard - Regular Rate	8,631	\$34.20	\$295,180.20
Unarmed Guard - Regular Rate	39	\$21.89	\$853.71
Site Supervisory - Holiday Rate		\$53.36	\$-
Site Supervisory - Regular Rate		\$35.57	\$-
<b>TOTAL CENTENNIAL PLAZA</b>			<b>\$303,421.11</b>

4TH STREET STATION	SCHEDULED HOURS OF SERVICE	RATE PER HOUR	ANNUAL COST
Armed Guard - Holiday Rate	336	\$51.30	\$17,236.80
Armed Guard - Regular Rate	20,048	\$34.20	\$685,641.60
Unarmed Guard - Regular Rate	149	\$21.89	\$3,261.61
Site Supervisory - Holiday Rate	40	\$53.36	\$2,134.40
Site Supervisory - Regular Rate	1,972	\$35.57	\$70,144.04
<b>TOTAL 4TH STREET STATION</b>			<b>\$778,418.45</b>

**"After Hours" Patrols and Alarm Responses**

	SCHEDULED NUMBER OF STOPS	COST PER STOP	
Scheduled "After Hours" Facility Patrol Stops	6 PER DAY	\$10.00	\$21,900.00
	ESTIMATED NUMBER OF RESPONSES	COST PER RESPONSE	
As-needed "After Hours" Alarm Responses	1 PER MONTH	\$25.00	\$300.00

**Additional Route Patrols and Additional Fixed-Route Supervision**

	RATE PER HOUR	
Armed Guard - Holiday Rate	\$51.30	
Armed Guard - Regular Rate	\$34.20	
Unarmed Guard - Regular Rate	\$21.89	

**Other Security Services**

	MAXIMUM POTENTIAL HOURS	RATE PER HOUR	
Armed Guard - Holiday Rate	Up to 2,000 Hours	\$51.30	
Armed Guard - Regular Rate	Up to 2,000 Hours	\$34.20	
Unarmed Guard - Regular Rate	Up to 2,000 Hours	\$21.89	
Cost for Marked Security Vehicle	Up to 2,000 Hours	\$1283/month	

**TOTAL OPTION YEAR 2      \$1,104,039.56**

**Grand Total      \$5,092,677.53**



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 5.1**

From: Stephanie Haddock, CGFM, Director of Finance/CFO

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**RECOMMENDED ACTION**

Approve the FY 2022 RTC Final Budget.

**BACKGROUND AND DISCUSSION**

Staff will present for review and discussion the FY 2022 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 2022.

**FISCAL IMPACT**

The FY 2022 Final Budget amount, not including depreciation, is \$232,106,317.

**PREVIOUS BOARD ACTION**

May 22, 2020            Approval of the Fiscal Year 2021 RTC Final Budget.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

CITIZENS ADVISORY COMMITTEE (CAC)  
TECHNICAL ADVISORY COMMITTEE (TAC)

**ATTACHMENT(S)**

- A. FY 2022 Regional Transportation Commission (RTC) Final Budget
- B. FY 2022 Agency Goals



Regional Transportation Commission  
Reno, Sparks, and Washoe County, Nevada

# Annual Budget

Fiscal Year Ending, June 30, 2022

**REGIONAL TRANSPORTATION COMMISSION  
ALL FUNDS  
THREE YEAR COMPARISON OF REVENUES BY SOURCE  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2022**

	FISCAL YEAR 2020 ACTUAL	FISCAL YEAR 2021 BUDGET	FISCAL YEAR 2021 ESTIMATED	FISCAL YEAR 2022 BUDGET
<b><u>REVENUES &amp; SOURCES:</u></b>				
Motor Vehicle Fuel Tax	\$ 85,470,620	\$ 89,668,203	\$ 89,083,018	\$ 92,542,487
Public Transportation Sales Tax	33,520,374	29,570,269	34,895,504	35,593,413
Regional Road Impact Fee (RRIF)	7,365,705	5,000,000	6,000,000	5,000,000
RRIF Offset Agreements	-	15,600,120	1,014,228	8,715,000
Passenger Fares	4,273,986	4,293,707	4,331,718	4,897,310
Advertising	245,866	250,000	195,000	220,000
Lease Income	399,972	400,793	400,729	401,508
Investment Income	4,911,294	1,850,000	1,858,000	1,928,000
Federal Reimbursements	46,397,641	58,020,844	44,439,486	47,145,940
N.D.O.T.	2,339,726	1,899,686	4,181,670	10,391,107
Asset Proceeds	252,126	25,000	45,000	22,500
Misc Reimb/Operating Assist.	2,723,833	1,824,300	1,601,921	477,200
<b>TOTAL REVENUES</b>	<b>187,901,143</b>	<b>208,402,922</b>	<b>188,046,274</b>	<b>207,334,465</b>
Beginning Cash & Fund Balance	141,529,336	118,851,963	162,063,834	172,255,204
<b>TOTAL SOURCES AVAILABLE</b>	<b>\$ 329,430,479</b>	<b>\$ 327,254,886</b>	<b>\$ 350,110,108</b>	<b>\$ 379,589,669</b>

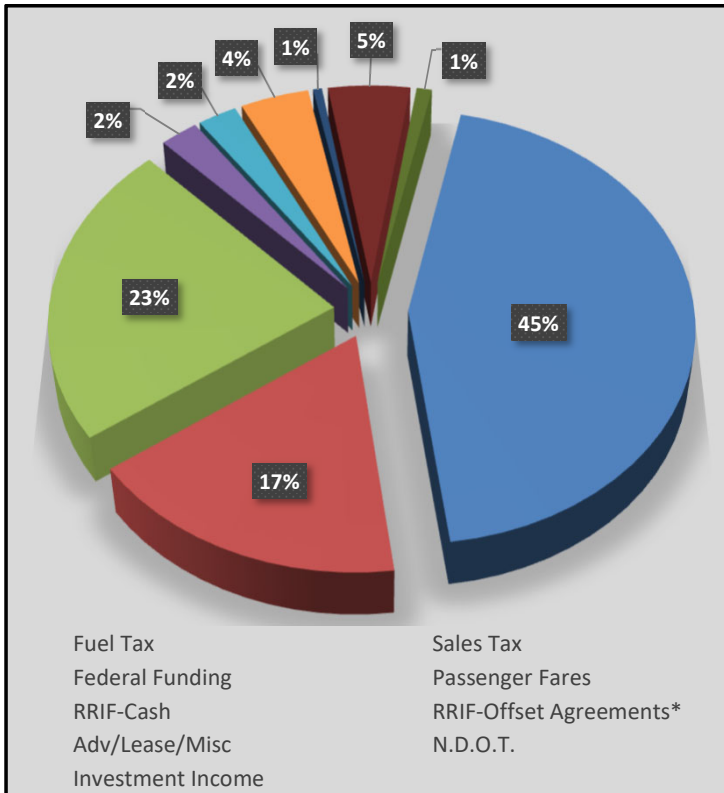
**REGIONAL TRANSPORTATION COMMISSION  
ALL FUNDS  
THREE YEAR COMPARISON OF EXPENDITURES BY FUNCTION  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2022**

	FISCAL YEAR 2020 ACTUAL	FISCAL YEAR 2021 BUDGET	FISCAL YEAR 2021 ESTIMATED	FISCAL YEAR 2022 BUDGET
<b><u>EXPENDITURES &amp; USES:</u></b>				
Preservation & Multitmodal Projects	\$ 73,129,040	\$ 75,430,318	\$ 58,731,493	\$ 73,990,312
Capacity Improvements Projects	14,490,970	35,585,104	30,194,707	46,343,860
RRIF Offset Agreements	-	15,600,120	1,014,228	8,715,000
Other Finan. Uses - Debt Service	22,215,515	23,007,777	22,992,727	22,998,772
RTC RIDE - Operating	32,745,725	37,207,417	33,511,253	38,015,933
RTC RIDE - Capital	10,185,449	32,477,023	18,416,503	23,410,746
Paratransit - Operating	8,713,204	12,252,681	9,770,335	12,276,901
Paratransit - Capital	3,362,006	689,000	641,000	2,681,000
MPO - Operating	2,794,325	3,802,631	2,582,658	3,673,793
<b>TOTAL EXPENDITURES</b>	<b>167,636,234</b>	<b>236,052,070</b>	<b>177,854,904</b>	<b>232,106,317</b>
<b><u>ENDING CASH BALANCE:</u></b>				
Restricted/Committed/Assigned	161,794,245	91,202,816	172,255,204	147,483,352
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>161,794,245</b>	<b>91,202,816</b>	<b>172,255,204</b>	<b>147,483,352</b>
<b>TOTAL USES</b>	<b>\$ 329,430,479</b>	<b>\$ 327,254,886</b>	<b>\$ 350,110,108</b>	<b>\$ 379,589,669</b>

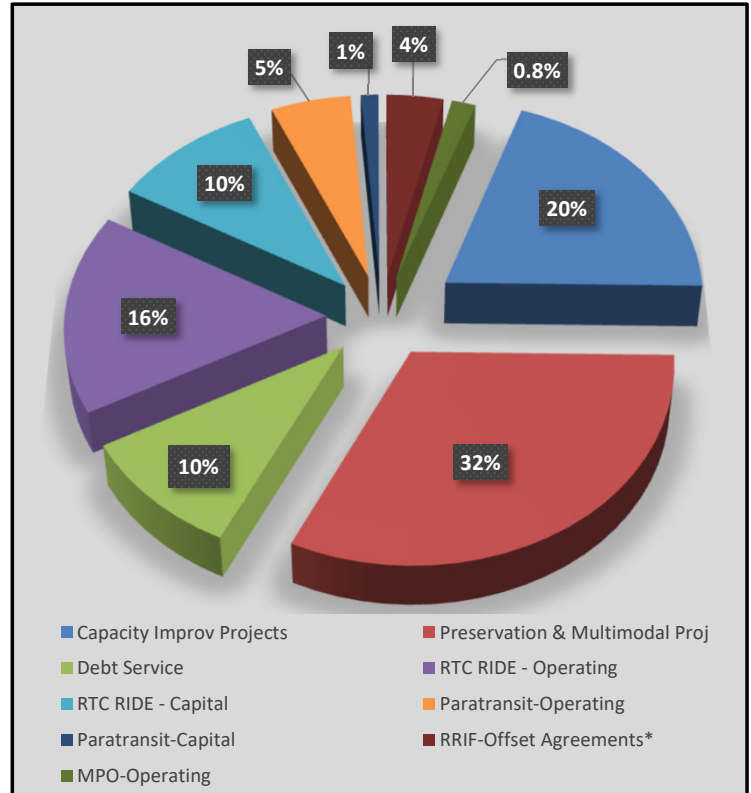
Note: Depreciation is not included in the total expenditure column.  
Total expenditures including depreciation of \$9,000,000  
are: \$241,106,317

# REGIONAL TRANSPORTATION COMMISSION REVENUES & EXPENDITURES BY SOURCE - FY 2022 BUDGET

### REVENUES



### EXPENDITURES



**Total Revenues & Fund Balance**  
\$379,589,669

Fuel Tax	\$92,542,487	24.4%
Sales Tax	\$35,593,413	9.4%
Federal Funding	\$47,145,940	12.4%
Passenger Fares	\$4,897,310	1.3%
RRIF-Cash	\$5,000,000	1.3%
RRIF-Offset Agreements*	\$8,715,000	2.3%
Adv/Lease/Misc	\$1,121,208	0.3%
N.D.O.T.	\$10,391,107	2.7%
Investment Income	\$1,928,000	0.5%

Beginning Balance	<u>\$172,255,204</u>	45.4%
<b>Total:</b>	<u><u>\$379,589,669</u></u>	

<u>Beginning Balance</u>		
Debt Service	\$22,382,092	
Preservation & Multimodal Proj	\$100,865,848	
Capacity Improv Projects	\$18,337,415	
Public Transportation	\$28,083,472	
MPO	\$2,586,377	
<b>TOTAL</b>	<u><u>\$172,255,204</u></u>	

**Total Expenditures & Ending Fund Balance**  
\$379,589,669

Capacity Improv Projects	\$46,343,860	12.2%
Preservation & Multimodal Proj	\$73,990,312	19.5%
Debt Service	\$22,998,772	6.1%
RTC RIDE - Operating	\$38,015,933	10.0%
RTC RIDE - Capital	\$23,410,746	6.2%
Paratransit-Operating	\$12,276,901	3.2%
Paratransit-Capital	\$2,681,000	0.7%
RRIF-Offset Agreements*	\$8,715,000	2.3%
MPO-Operating	\$3,673,793	1.0%

Ending Balance - FY 2022	<u>\$147,483,352</u>	38.9%
<b>Total:</b>	<u><u>\$379,589,669</u></u>	

<u>Ending Balance</u>	
Debt Service	\$22,452,092
Preservation & Multimodal Proj	\$76,848,500
Capacity Improv Projects	\$18,389,174
Public Transportation	\$29,211,502
MPO	\$582,084
<b>TOTAL</b>	<u><u>\$147,483,352</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, 2022**

	FISCAL YEAR 2020 ACTUAL	FISCAL YEAR 2021 BUDGET	FISCAL YEAR 2021 ESTIMATED	FISCAL YEAR 2022 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Motor Vehicle Fuel Tax	\$ 85,470,620	\$ 89,668,203	\$ 89,083,018	\$ 92,542,487
Sales Tax	2,769,484	2,464,189	11,631,835	11,864,471
Regional Impact Fee - Cash	7,365,705	5,000,000	6,000,000	5,000,000
Regional Impact Fee - Offset Agreements	-	15,600,120	1,014,228	8,715,000
Federal Funding	22,823,170	10,913,079	8,668,437	543,397
NDOT State Gas Tax	-	-	2,000,000	8,000,000
Project Reimbursements	2,121,424	1,725,100	1,458,421	355,000
Investment Income	4,199,605	1,510,000	1,410,000	1,421,000
Miscellaneous Reimbursements	77,208	51,000	51,000	51,000
<b>TOTAL REVENUES</b>	<b>124,827,216</b>	<b>126,931,691</b>	<b>121,316,939</b>	<b>128,492,355</b>
Operating Transfers In	24,266,002	23,507,777	23,657,777	23,598,772
Payment to refunded bond escrow agent	(11,219,329)	-	-	-
<b>TOTAL OPERATING TRANSFERS</b>	<b>137,873,889</b>	<b>150,439,468</b>	<b>144,974,716</b>	<b>152,091,127</b>
Beginning Cash/Fund Balance	132,914,620	103,326,053	135,326,571	141,585,355
<b>TOTAL SOURCES</b>	<b>\$ 270,788,509</b>	<b>\$ 253,765,521</b>	<b>\$ 280,301,287</b>	<b>\$ 293,676,482</b>
<b>EXPENDITURES &amp; USES:</b>				
Preservation & Multimodal Projects/Other	\$ 73,129,040	\$ 75,430,318	\$ 58,731,493	\$ 73,990,312
Capacity Projects/Other	14,490,970	35,585,104	30,194,707	46,343,860
RRIF Offset Agreements	-	15,600,120	1,014,228	8,715,000
Debt Service	22,215,515	23,007,777	22,992,727	22,998,772
Capital expenses	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>109,835,525</b>	<b>149,623,319</b>	<b>112,933,155</b>	<b>152,047,944</b>
Operating Transfers Out	25,626,413	25,632,777	25,782,777	23,938,772
<b>TOTAL EXPENDITURES AND OPER. TRANSFERS OUT</b>	<b>135,461,938</b>	<b>175,256,096</b>	<b>138,715,932</b>	<b>175,986,716</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Capacity Projects	87,931,783	16,033,917	18,337,415	18,389,174
Restricted for Preservation & Multimodal Projects	25,097,746	41,531,723	100,865,848	76,848,500
Restricted for Debt Service	22,297,042	20,943,786	22,382,092	22,452,092
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>135,326,571</b>	<b>78,509,426</b>	<b>141,585,355</b>	<b>117,689,766</b>
<b>TOTAL USES</b>	<b>\$ 270,788,509</b>	<b>\$ 253,765,521</b>	<b>\$ 280,301,287</b>	<b>\$ 293,676,482</b>

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**REGIONAL TRANSPORTATION COMMISSION  
PUBLIC TRANSIT & PARATRANSIT  
FINAL BUDGET  
FOR FISCAL YEAR ENDING JUNE 30, 2022**

	FISCAL YEAR 2020 ACTUAL	FISCAL YEAR 2021 BUDGET	FISCAL YEAR 2021 ESTIMATED	FISCAL YEAR 2022 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Public Transportation Sales Tax	\$ 30,750,890	\$ 27,106,080	\$ 23,263,669	\$ 23,728,942
Passenger Revenues	4,273,986	4,293,707	4,331,718	4,897,310
Investment Income	699,666	330,000	442,000	500,000
Advertising	245,866	250,000	195,000	220,000
FTA - 5339 (Discretionary)	1,051,051	2,400,000	499,700	783,200
FTA - 5307 & CMAQ	4,557,622	27,118,978	13,374,461	15,884,154
FTA - 5309 (Discretionary)	5,115,660	1,320,500	2,100,000	6,186,400
FTA - 5310	273,819	369,817	202,594	369,817
FTA - Section 5307 Federal Stimulus	8,406,008	9,622,147	15,810,294	19,942,472
FTA - Preventive Maint/ADA Paratransit Svc	3,117,862	5,041,323	2,165,000	2,175,000
NDOT - ETR/TA Grants/Medicaid	2,339,726	1,899,686	2,181,670	2,391,107
INTERCITY (CAMPO)	65,188	42,000	60,000	65,000
Miscellaneous Reimbursements	459,013	5,200	32,000	5,200
Asset Proceeds	252,126	25,000	45,000	22,500
Lease Income	399,972	400,793	400,729	401,508
<b>TOTAL REVENUES</b>	<b>62,008,455</b>	<b>80,225,231</b>	<b>65,103,835</b>	<b>77,572,610</b>
Beginning Cash/Fund Balance	18,951,657	15,264,574	25,693,728	28,083,472
<b>TOTAL SOURCES</b>	<b>\$ 80,960,112</b>	<b>\$ 95,489,805</b>	<b>\$ 90,797,563</b>	<b>\$ 105,656,082</b>
<b>EXPENDITURES &amp; USES:</b>				
<b>OPERATING EXPENDITURES</b>				
Public Transit - RTC RIDE	\$ 32,745,725	\$ 37,207,417	\$ 33,511,253	\$ 38,015,933
Paratransit - RTC ACCESS	8,713,204	12,252,681	9,770,335	12,276,901
<b>TOTAL OPERATING EXPENDITURES</b>	<b>41,458,929</b>	<b>49,460,098</b>	<b>43,281,588</b>	<b>50,292,834</b>
<b>NON-OPERATING EXPENDITURES</b>				
Capital Outlay - Public Transit - RTC RIDE	10,185,449	32,477,023	18,416,503	23,410,746
Capital Outlay - Paratransit - RTC ACCESS	3,362,006	689,000	641,000	2,681,000
<b>TOTAL NON-OPER. EXPENDITURES</b>	<b>13,547,455</b>	<b>33,166,023</b>	<b>19,057,503</b>	<b>26,091,746</b>
<b>TOTAL EXPENDITURES</b>	<b>55,006,384</b>	<b>82,626,121</b>	<b>62,339,091</b>	<b>76,384,580</b>
Operating Transfers Out	260,000	375,000	375,000	60,000
<b>TOTAL EXPENDITURES AND OPER. TRANSFERS OUT</b>	<b>55,266,384</b>	<b>83,001,121</b>	<b>62,714,091</b>	<b>76,444,580</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Federal Grant Match & Capital Reserve	3,500,000	3,500,000	13,500,000	13,500,000
Restricted for Self Insurance	250,000	250,000	250,000	250,000
Restricted for Transit Operations	21,943,728	8,738,685	14,333,472	15,461,502
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>25,693,728</b>	<b>12,488,685</b>	<b>28,083,472</b>	<b>29,211,502</b>
<b>TOTAL USES</b>	<b>\$ 80,960,112</b>	<b>\$ 95,489,805</b>	<b>\$ 90,797,563</b>	<b>\$ 105,656,082</b>

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**REGIONAL TRANSPORTATION COMMISSION**  
**MPO**  
**FINAL BUDGET**  
**FOR FISCAL YEAR ENDING JUNE 30, 2022**

	FISCAL YEAR 2020 ACTUAL	FISCAL YEAR 2021 BUDGET	FISCAL YEAR 2021 ESTIMATED	FISCAL YEAR 2022 BUDGET
<b>REVENUES &amp; SOURCES:</b>				
Investment Income	\$ 12,023	\$ 10,000	\$ 6,000	\$ 7,000
FTA - Planning	-	-	219,000	74,000
FHWA - Planning	1,052,449	1,235,000	1,400,000	1,187,500
Miscellaneous	1,000	1,000	500	1,000
<b>TOTAL REVENUES</b>	<b>1,065,472</b>	<b>1,246,000</b>	<b>1,625,500</b>	<b>1,269,500</b>
Operating Transfers In - Sales Tax	260,000	375,000	375,000	60,000
Operating Transfers In - Fuel Tax	1,630,000	2,125,000	2,125,000	340,000
<b>TOTAL REVENUES &amp; OPERATING TRANSFERS</b>	<b>2,955,472</b>	<b>3,746,000</b>	<b>4,125,500</b>	<b>1,669,500</b>
Beginning Cash/Fund Balance	882,388	261,336	1,043,535	2,586,377
<b>TOTAL SOURCES</b>	<b>\$ 3,837,860</b>	<b>\$ 4,007,336</b>	<b>\$ 5,169,035</b>	<b>\$ 4,255,877</b>
<b>EXPENDITURES &amp; USES:</b>				
<b>OPERATING EXPENDITURES</b>				
Transportation Services - MPO	\$ 2,794,325	\$ 3,802,631	\$ 2,582,658	\$ 3,673,793
<b>TOTAL OPERATING EXPENDITURES</b>	<b>2,794,325</b>	<b>3,802,631</b>	<b>2,582,658</b>	<b>3,673,793</b>
<b>NON-OPERATING EXPENDITURES</b>				
Capital Outlay - MPO	-	-	-	-
<b>TOTAL NON-OPER. EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,794,325</b>	<b>3,802,631</b>	<b>2,582,658</b>	<b>3,673,793</b>
<b>ENDING CASH/FUND BALANCE:</b>				
Restricted for Federal Grant Match	1,043,535	204,705	2,586,377	582,084
<b>TOTAL ENDING CASH/FUND BALANCE</b>	<b>1,043,535</b>	<b>204,705</b>	<b>2,586,377</b>	<b>582,084</b>
<b>TOTAL USES</b>	<b>\$ 3,837,860</b>	<b>\$ 4,007,336</b>	<b>\$ 5,169,035</b>	<b>\$ 4,255,877</b>

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**REGIONAL TRANSPORTATION COMMISSION  
 FY 2022 CAPITAL & GRANT BUDGET  
 FOR FISCAL YEAR ENDING JUNE 30, 2022**

<b>PROJECT DESCRIPTION</b>	<b>FEDERAL AMOUNT</b>	<b>LOCAL MATCH</b>	<b>TOTAL BUDGET AMOUNT</b>
RTC RIDE - REPLACEMENT BUSES (20)	\$ 13,378,545	\$ 1,219,502	\$ 14,598,047
RTC ACCESS - REPLACEMENT VANS (15)	1,995,000	105,000	2,100,000
4TH STREET TRANSIT STATION EXPANSION	2,800,000	700,000	3,500,000
TERMINAL WAY FACILITY UPGRADES	1,729,072	432,268	2,161,340
PEPPERMILL BRT TRANSIT STATION	720,000	255,000	975,000
VILLANOVA FACILITY UPGRADES	508,500	121,500	630,000
ALL FACILITIES HVAC SYSTEM UPGRADES	400,000	100,000	500,000
SUTRO GENERATOR & FACILITY UPGRADES	436,750	33,250	470,000
BUS STOP SHELTERS, ADA IMPROVEMENTS, OTHER AMENITIES	304,000	76,000	380,000
AIR PURIFICATION SYSTEM BUSES AND FACILITIES	300,000	75,000	375,000
COMPUTER HARDWARE & SOFTWARE	176,800	44,200	221,000
RTC RIDE INFOTRANSIT & SECURITY MONITORING EQUIPMENT	73,087	18,272	91,359
DIGITAL TWIN PARADIGM RESEARCH PROJECT EQUIPMENT	-	50,000	50,000
VILLANOVA - FORKLIFT REPLACEMENT	32,000	8,000	40,000
<b>TOTAL</b>	<b>\$ 22,853,754</b>	<b>\$ 3,237,992</b>	<b>\$ 26,091,746</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
<b>LABOR</b>								
501-0-01	LABOR	\$205,271	\$0	\$3,572,015	\$1,164,023	\$323,342	\$650,282	\$5,914,932
501-0-03	OVERTIME	0	0	4,993	11,598	4,659	0	21,249
502-0-02	BONUSES/TOP OF SCALE DIFFERENTIAL	0	0	240,587	0	0	0	240,587
502-0-09	SICK LEAVE	0	0	415,989	2,586	0	0	418,575
502-0-10	HOLIDAY	0	0	283,462	3,647	0	0	287,109
502-0-11	VACATION	0	0	666,406	6,630	0	0	673,036
502-0-12	OTHER PAID ABSENCES	0	0	26,592	332	0	0	26,924
502-0-25	CAR ALLOWANCE	0	0	78,000	0	0	0	78,000
502-0-26	CELL PHONE ALLOWANCE	0	0	35,040	0	0	0	35,040
	LABOR ALLOCATIONS IN/(OUT)	203,460	0	(2,729,944)	1,574,013	318,696	633,776	0
	<b>TOTAL LABOR</b>	<b>408,731</b>	<b>0</b>	<b>2,593,139</b>	<b>2,762,828</b>	<b>646,697</b>	<b>1,284,058</b>	<b>7,695,453</b>
<b>FRINGE</b>								
502-0-04	FICA/MEDICARE	0	0	109,420	1,262	0	0	110,682
502-0-05	PENSION	0	0	2,000,597	125,643	0	0	2,126,240
502-0-01	OPEB CONTRIBUTIONS - HEALTHCARE	0	0	449,000	280,000	0	0	729,000
502-0-17	HEALTH & VISION INSURANCE	0	0	1,017,928	16,716	0	0	1,034,644
502-0-18	DENTAL INSURANCE	0	0	52,012	712	0	0	52,724
502-0-19	LIFE INSURANCE	0	0	25,099	107	0	0	25,206
502-0-16	DISABILITY INSURANCE	0	0	68,006	871	0	0	68,877
502-0-06	UNEMPLOYMENT INSURANCE	0	0	19,223	257	0	0	19,480
502-0-08	WORKERS COMPENSATION	0	0	46,602	619	0	0	47,221
502-0-14	OTHER FRINGE BENEFITS	0	0	39,200	2,800	5,250	10,500	57,750
	FRINGE ALLOCATION IN/(OUT)	183,976	0	(2,468,520)	1,423,282	288,177	573,085	0
	<b>TOTAL FRINGE</b>	<b>183,976</b>	<b>0</b>	<b>1,358,567</b>	<b>1,852,269</b>	<b>293,427</b>	<b>583,585</b>	<b>4,271,825</b>
<b>SERVICES</b>								
503-0-02	ADV DEVL P/PRODUCTION	0	0	0	69,720	0	175,000	244,720
503-0-03	PROFESSIONAL & TECHNICAL	53,000	0	2,336,913	472,161	29,000	1,250	2,892,324
503-0-04	TEMPORARY HELP	0	0	10,000	2,000	0	0	12,000
503-0-05	CONTRACT MAINT/REPAIRS	0	0	591,824	1,240,050	98,631	48,460	1,978,965
503-0-06	CUSTODIAL	0	0	0	484,650	11,750	0	496,400
503-0-07	SECURITY	0	0	0	948,719	3,500	0	952,219
503-0-08	PRINTING	0	0	7,825	71,310	11,000	8,400	98,535
503-0-09	CONSULTING SERVICES	50,000	0	835,000	60,000	0	805,000	1,750,000
503-0-10	PROPERTY EXPENSE	0	0	594,218	0	0	0	594,218
503-0-99	OTHER SERVICES	0	0	134,030	454,550	44,100	21,000	653,680
	SERVICES ALLOCATION IN/(OUT)	87,962	0	(1,180,233)	680,491	137,781	274,000	0
	<b>TOTAL SERVICES</b>	<b>190,962</b>	<b>0</b>	<b>3,329,577</b>	<b>4,483,650</b>	<b>335,763</b>	<b>1,333,110</b>	<b>9,673,061</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
<b>MATERIALS &amp; SUPPLIES</b>								
504-0-01	FUEL & LUBE	0	0	3,000	1,447,009	349,290	0	1,799,299
504-0-04	REVENUE VEHICLE PARTS	0	0	0	34,000	0	0	34,000
504-0-06	SUPPORT VEHICLE PARTS	0	0	4,000	0	0	0	4,000
504-0-07	BENCH SHELTER/SIGN SUPPLY	0	0	0	170,000	0	0	170,000
504-0-08	CNG PARTS & SUPPLIES	0	0	0	0	35,000	0	35,000
504-0-10	OFFICE SUPPLIES	0	0	14,900	6,000	0	7,000	27,900
504-0-99	OTHER MATERIALS & SUPPLIES	0	0	176,546	299,400	49,100	54,410	579,456
	OTHER M & S ALLOC IN/(OUT)	8,806	0	(118,157)	68,126	13,794	27,431	0
	<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>8,806</b>	<b>0</b>	<b>80,289</b>	<b>2,024,535</b>	<b>447,183</b>	<b>88,841</b>	<b>2,649,655</b>
<b>UTILITIES</b>								
505-0-02	ELECTRICITY & NATURAL GAS	0	0	5,000	339,225	22,000	0	366,225
505-0-04	WATER & SEWER	0	0	0	50,500	8,000	0	58,500
505-0-05	GARBAGE COLLECTION	0	0	0	75,000	1,500	0	76,500
505-0-10	TELEPHONE	0	0	66,396	0	2,000	0	68,396
	UTILITIES ALLOCATIONS IN/(OUT)	3,437	0	(46,112)	26,587	5,383	10,705	0
	<b>TOTAL UTILITIES</b>	<b>3,437</b>	<b>0</b>	<b>25,284</b>	<b>491,312</b>	<b>38,883</b>	<b>10,705</b>	<b>569,621</b>
<b>INSURANCE COSTS</b>								
506-0-01	PHYSICAL DAMAGE	0	0	2,190	17,353	4,366	1,091	25,000
506-0-03	PUBLIC LIAB/PROPERTY DAMAGE	0	0	26,279	208,238	52,386	13,097	300,000
506-0-06	PL & PD SETTLEMENTS	0	0	2,190	17,353	4,366	1,091	25,000
506-0-08	OTHER INSURANCE COSTS	0	0	3,942	31,236	7,858	1,964	45,000
	<b>TOTAL INSURANCE</b>	<b>0</b>	<b>0</b>	<b>34,600</b>	<b>274,180</b>	<b>68,975</b>	<b>17,244</b>	<b>395,000</b>
<b>MISCELLANEOUS EXPENSES</b>								
507-0-04	TAXES & LICENSES	0	0	0	35,650	5,000	0	40,650
509-0-01	DUES & SUBSCRIPTIONS	0	0	57,012	41,225	735	17,630	116,602
509-0-08	MISCELLANEOUS ADVERTISING	0	0	26,075	52,200	1,500	140,000	219,775
509-0-09	INTERNAL MARKETING	0	0	5,000	0	0	0	5,000
509-0-20	TRAINING & MEETINGS	0	0	136,725	64,000	24,500	44,755	269,980
509-0-25	POSTAGE & EXPRESS MAIL	0	0	19,250	2,000	2,000	5,000	28,250
509-0-99	OTHER MISC EXPENSES	100	0	149,925	107,810	1,900	25,000	284,735
512-0-06	LEASES & RENTALS	0	0	342,866	11,000	0	49,828	403,694
	MISC EXP ALLOCATIONS IN/(OUT)	23,768	0	(318,914)	183,877	37,230	74,038	0
	<b>TOTAL MISCELLANEOUS EXPENSES</b>	<b>23,868</b>	<b>0</b>	<b>417,939</b>	<b>497,762</b>	<b>72,865</b>	<b>356,251</b>	<b>1,368,686</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
<b>PURCHASED TRANSP'N SERVICES</b>								
520-0-00	RIDE	0	0	0	23,950,996	0	0	23,950,996
520-0-01	ACCESS	0	0	0	0	7,336,703	0	7,336,703
520-0-15	MICRO TRANSIT FLEX SERVICE	0	0	0	0	2,258,112	0	2,258,112
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	400,000	0	400,000
520-0-10	TART	0	0	0	300,000	1,000	0	301,000
520-0-14	VANPOOL SERVICES	0	0	0	1,378,400	0	0	1,378,400
	<b>TOTAL PURCHASED TRANSPORTATION</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,629,396</b>	<b>10,044,815</b>	<b>0</b>	<b>35,674,211</b>
510-0-XX	<b>TOTAL PASS THRU GRANT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>328,292</b>	<b>0</b>	<b>328,292</b>
	<b>OPERATING BUDGET BEFORE DEPRECIATION:</b>	<b>819,780</b>	<b>0</b>	<b>7,839,396</b>	<b>38,015,933</b>	<b>12,276,901</b>	<b>3,673,793</b>	<b>62,625,803</b>
530-0-XX	PRINCIPAL & INTEREST	0	22,943,772	0	0	0	0	22,943,772
540-0-XX	FISCAL AGENT CHARGES	0	55,000	0	0	0	0	55,000
	<b>TOTAL DEBT SERVICES</b>	<b>0</b>	<b>22,998,772</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,998,772</b>
513-0-02	DEPRECIATION	0	0	0	9,000,000	0	0	9,000,000
513-0-01	AMORTIZATION	0	0	0	0	0	0	0
	<b>TOTAL OPERATING BUDGET</b>	<b>819,780</b>	<b>22,998,772</b>	<b>7,839,396</b>	<b>47,015,933</b>	<b>12,276,901</b>	<b>3,673,793</b>	<b>94,624,575</b>
<b>CAPITAL PROJECTS</b>								
<b>GOVERNMENT FUND CAPITAL</b>								
600-0-10	REVENUE VEHICLES	0	0	0	0	2,100,000	0	2,100,000
600-0-12	SUPPORT VEHICLES	0	0	0	0	0	0	0
600-0-38	SHOP EQUIPMENT	0	0	0	0	25,000	0	25,000
600-0-91	LEASEHOLD IMPROVEMENTS	0	0	0	0	256,000	0	256,000
	<b>TOTAL GOVMT. FUND CAPITAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,681,000</b>	<b>0</b>	<b>2,681,000</b>
<b>STREET &amp; HIGHWAY PROJECTS</b>								
	PRESERVATION & MULTIMODAL PROJECTS	0	0	66,150,916	0	0	0	66,150,916
	CAPACITY IMPROVEMENT PROJECTS	4,974,461	0	40,549,619	0	0	0	45,524,080
	CAPITAL CONTRIBUTION PROJECTS	8,715,000	0	0	0	0	0	8,715,000
	<b>TOTAL STREET &amp; HIGHWAY</b>	<b>13,689,461</b>	<b>0</b>	<b>106,700,535</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120,389,996</b>
	<b>CAPTIAL BUDGET BEFORE ENTERPRISE FUND CAPITAL</b>	<b>13,689,461</b>	<b>0</b>	<b>106,700,535</b>	<b>0</b>	<b>2,681,000</b>	<b>0</b>	<b>123,070,996</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ◆ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ◆ REPORTED BY FUND TOTALS BY LINE ITEMS

\*Items Include Agency Wide Funds

ACCT. #	DESCRIPTION	*R.R.I.F. PROGRAM	BOND RESERVE	*FUEL TAX PROGRAM	*PUBLIC TRANSIT	*PARA TRANSIT	* MPO	*TOTAL
<b>ENTERPRISE FUND CAPITAL</b>								
111-1-03	4th Street Station	0	0	0	3,500,000	0	0	3,500,000
111-1-10	Coaches	0	0	0	14,898,047	0	0	14,898,047
111-1-12	Support Vehicles	0	0	0	40,000	0	0	40,000
111-1-16	Communications Equipment	0	0	0	180,000	0	0	180,000
111-1-18	Surveillance/Security Equipment	0	0	0	91,359	0	0	91,359
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	1,100,000	0	0	1,100,000
111-1-31	Computer Hardware	0	0	0	48,000	0	0	48,000
111-1-32	Computer Software	0	0	0	173,000	0	0	173,000
111-1-36	Other Fixtures & Equipment	0	0	0	580,000	0	0	580,000
111-1-38	Shop Equipment	0	0	0	100,000	0	0	100,000
111-1-51	Land - Excess Peppermill	0	0	0	75,000	0	0	75,000
111-1-81	Building Improvements - Villanova	0	0	0	111,000	0	0	111,000
111-1-82	Building Improvements - Terminal	0	0	0	2,292,340	0	0	2,292,340
111-1-83	Building Improvements - Centennial	0	0	0	111,000	0	0	111,000
111-1-84	Building Improvements - 4th St Station	0	0	0	111,000	0	0	111,000
<b>TOTAL ENTERPRISE FUND CAPITAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>23,410,746</b>	<b>0</b>	<b>0</b>	<b>23,410,746</b>
<b>TOTAL CAPITAL BUDGET</b>		<b>13,689,461</b>	<b>0</b>	<b>106,700,535</b>	<b>23,410,746</b>	<b>2,681,000</b>	<b>0</b>	<b>146,481,742</b>
<b>TOTAL FY 2022 BUDGET</b>		<b>\$14,509,241</b>	<b>\$22,998,772</b>	<b>\$114,539,932</b>	<b>\$70,426,679</b>	<b>\$14,957,901</b>	<b>\$3,673,793</b>	<b>\$241,106,317</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>LABOR</b>								
501-0-01	Labor	\$501,159	\$886,916	\$1,024,050	\$1,239,336	\$1,430,897	\$832,574	\$5,914,933
501-0-03	Overtime	0	3,769	1,213	0	16,267	0	21,249
502-0-02	Bonuses	14,652	36,563	43,590	27,418	65,096	53,268	240,587
502-0-09	Sick Leave	14,250	45,298	113,183	108,939	89,898	47,007	418,575
502-0-10	Holiday	23,686	41,598	49,848	60,306	71,608	40,063	287,109
502-0-11	Vacation	47,011	107,023	127,956	140,714	152,651	97,681	673,036
502-0-12	Personal Leave	3,031	3,726	4,532	5,482	6,511	3,642	26,924
502-0-25	Car Allowance	10,800	9,600	14,400	14,400	14,400	14,400	78,000
502-0-26	Cell Phone Allowance	2,940	7,500	3,000	8,400	9,300	3,900	35,040
	<b>TOTAL LABOR</b>	<b>617,529</b>	<b>1,141,993</b>	<b>1,381,772</b>	<b>1,604,995</b>	<b>1,856,628</b>	<b>1,092,535</b>	<b>7,695,453</b>
<b>FRINGE</b>								
502-0-04	FICA/Medicare	9,479	16,709	19,271	22,659	26,529	16,035	110,682
502-0-05	Retirement Plan	166,555	299,857	450,523	424,062	503,529	281,714	2,126,240
502-0-01	OPEB contribution - Healthcare	0	0	729,000	0	0	0	729,000
502-0-17	Health & Vision Insurance	67,750	167,935	166,002	187,666	305,979	139,312	1,034,644
502-0-18	Dental Insurance	2,850	9,264	9,262	9,262	14,961	7,125	52,724
502-0-19	Life Insurance	10,521	2,590	1,990	1,990	6,446	1,669	25,206
502-0-16	Disability Insurance	5,752	9,942	11,924	14,411	17,274	9,574	68,877
502-0-07	Unemployment Insurance	1,116	3,348	3,431	3,434	5,492	2,659	19,480
502-0-08	Workers Compensation	2,727	8,180	8,300	8,309	13,263	6,442	47,221
502-0-14	Other Fringe Benefits	1,200	9,150	7,200	8,900	17,800	13,500	57,751
	<b>TOTAL FRINGE</b>	<b>267,950</b>	<b>526,975</b>	<b>1,406,903</b>	<b>680,693</b>	<b>911,273</b>	<b>478,030</b>	<b>4,271,825</b>
<b>SERVICES</b>								
503-0-02	Adv Devlp/Production	0	0	0	0	69,720	175,000	244,720
503-0-03	Professional & Technical	1,227,000	92,913	291,750	1,075,000	204,661	1,000	2,892,324
503-0-04	Temporary Help	0	0	10,000	0	2,000	0	12,000
503-0-05	Contract Maint/Repairs	0	958,312	43,000	6,000	966,653	5,000	1,978,965
503-0-06	Custodial	0	0	0	0	496,400	0	496,400
503-0-07	Security	0	916,719	0	0	35,500	0	952,219
503-0-08	Printing	75	500	41,750	5,500	42,310	8,400	98,535
503-0-09	Consulting Services	100,000	135,000	55,000	625,000	10,000	825,000	1,750,000
503-0-10	ROW Property Maintenance Costs	0	0	0	10,000	0	0	10,000
503-0-99	Other Services	32,100	39,530	33,250	617,218	494,800	21,000	1,237,898
	<b>TOTAL SERVICES</b>	<b>1,359,175</b>	<b>2,142,974</b>	<b>474,750</b>	<b>2,338,718</b>	<b>2,322,044</b>	<b>1,035,400</b>	<b>9,673,061</b>





**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>MATERIALS &amp; SUPPLIES</b>								
504-0-01	Fuel & Lube	0	0	0	0	1,799,299	0	1,799,299
504-0-04	Revenue Vehicle Parts	0	0	0	0	34,000	0	34,000
504-0-06	Support Vehicle Parts	0	0	0	0	4,000	0	4,000
504-0-07	Bench, Shelters & Signs	0	0	0	0	170,000	0	170,000
504-0-10	Office Supplies	400	3,000	6,000	5,500	6,000	7,000	27,900
504-0-99	Other Materials & Supplies	3,300	140,996	5,750	10,000	365,000	54,410	579,456
	<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>3,700</b>	<b>143,996</b>	<b>11,750</b>	<b>15,500</b>	<b>2,413,299</b>	<b>61,410</b>	<b>2,649,655</b>
<b>UTILITIES</b>								
505-0-02	Electricity/Natural Gas	0	0	0	0	366,225	0	366,225
505-0-04	Water & Sewer	0	0	0	0	58,500	0	58,500
505-0-05	Garbage Collection	0	0	0	0	76,500	0	76,500
505-0-10	Telephone	0	56,396	12,000	0	0	0	68,396
	<b>TOTAL UTILITIES</b>	<b>0</b>	<b>56,396</b>	<b>12,000</b>	<b>0</b>	<b>501,225</b>	<b>0</b>	<b>569,621</b>
<b>INSURANCE</b>								
506-0-01	Physical Damage	0	0	25,000	0	0	0	25,000
506-0-03	Public Liab/Property Damage	0	0	300,000	0	0	0	300,000
506-0-06	PL & PD Settlements	0	0	25,000	0	0	0	25,000
506-0-08	Other Insurance Costs	0	0	45,000	0	0	0	45,000
	<b>TOTAL INSURANCE</b>	<b>0</b>	<b>0</b>	<b>395,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>395,000</b>
<b>MISCELLANEOUS EXPENSE</b>								
507-0-04	Taxes & Licenses	0	0	33,650	0	7,000	0	40,650
509-0-01	Dues & Subscriptions	64,962	5,300	3,150	12,000	15,960	15,230	116,602
509-0-08	Misc. Advertising	75	5,000	1,000	20,000	53,700	140,000	219,775
509-0-09	Internal marketing	0	5,000	0	0	0	0	5,000
509-0-20	Training & Meetings	39,975	45,000	19,500	36,000	87,000	42,505	269,980
509-0-25	Postage & Express Mail	11,500	0	250	7,500	4,000	5,000	28,250
509-0-99	Other Misc. Expense	69,900	5,500	59,525	60,600	64,210	25,000	284,735
512-1-06	Leases & Rentals	3,120	79,000	6,250	4,000	307,324	4,000	403,694
510-0-XX	Pass-Thru Grant Expense	0	0	0	0	328,292	0	328,292
	<b>TOTAL MISCELLANEOUS EXPENSES</b>	<b>189,532</b>	<b>144,800</b>	<b>123,325</b>	<b>140,100</b>	<b>867,486</b>	<b>231,735</b>	<b>1,696,978</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>PURCHASED TRANSP'N SERVICE</b>								
520-0-00	RIDE	0	0	0	0	23,950,996	0	23,950,996
520-0-01	ACCESS	0	0	0	0	7,336,703	0	7,336,703
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	400,000	0	400,000
520-0-10	TART	0	0	0	0	300,000	0	300,000
520-0-14	Vanpool Service	0	0	0	0	1,378,400	0	1,378,400
520-0-15	Micro-transit	0	0	0	0	2,258,112	0	2,258,112
<b>PURCHASED TRANSPORTATION SVC</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,674,211</b>	<b>0</b>	<b>35,674,211</b>
<b>OPERATING BUDGET BEFORE DEPRECIATION:</b>		<b>2,437,886</b>	<b>4,157,134</b>	<b>3,805,500</b>	<b>4,780,006</b>	<b>44,546,166</b>	<b>2,899,110</b>	<b>62,625,803</b>
530-0-XX	Principal & Interest	0	0	22,943,772	0	0	0	22,943,772
540-0-XX	Fiscal Agent Charges	0	0	55,000	0	0	0	55,000
<b>TOTAL DEBT SERVICE</b>		<b>0</b>	<b>0</b>	<b>22,998,772</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,998,772</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,000,000</b>	<b>0</b>	<b>9,000,000</b>
<b>TOTAL OPERATING BUDGET</b>		<b>2,437,886</b>	<b>4,157,134</b>	<b>26,804,272</b>	<b>4,780,006</b>	<b>53,546,166</b>	<b>2,899,110</b>	<b>94,624,575</b>
600-0-80	Facility	0	0	0	0	256,000	0	256,000
600-0-10	Revenue Vehicles	0	0	0	0	2,100,000	0	2,100,000
600-0-36	Other Fixtures & Equip.	0	0	0	0	300,000	0	300,000
600-0-38	Shop Equipment	0	0	0	0	25,000	0	25,000
<b>TOTAL NON-TRANSIT FIXED ASSETS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,681,000</b>	<b>0</b>	<b>2,681,000</b>
<b>STREET &amp; HIGHWAY PROJECTS</b>								
	Preservation & Multimodal Projects	0	0	0	66,150,916	0	0	66,150,916
	Capacity Improvement Projects	0	0	0	45,524,080	0	0	45,524,080
	Capital Contribution Projects	0	0	0	8,715,000	0	0	8,715,000
<b>TOTAL STREET &amp; HIGHWAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>120,389,996</b>	<b>0</b>	<b>0</b>	<b>120,389,996</b>
<b>CAPITAL BUDGET BEFORE ENTERPRISE FUND CAPITAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>120,389,996</b>	<b>2,681,000</b>	<b>0</b>	<b>123,070,996</b>



**REGIONAL TRANSPORTATION COMMISSION**

- ♦ FINAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2022
- ♦ REPORTED BY DEPARTMENT TOTALS BY LINE ITEMS

ACCT. #	DESCRIPTION	EXECUTIVE	ADMIN. SERVICES	FINANCE	ENGINEERING	PUBLIC TRANSPTN	TRANSPTN PLANNING	TOTAL
<b>ENTERPRISE FUND CAPITAL</b>								
111-1-03	4th Street Station	0	0	0	0	3,500,000	0	3,500,000
111-1-10	Coaches	0	0	0	0	14,898,047	0	14,898,047
111-1-12	Support Vehicles	0	0	0	0	40,000	0	40,000
111-1-16	Communications Equipment	0	0	0	0	180,000	0	180,000
111-1-18	Surveillance/Security Equipment	0	16,359	0	0	75,000	0	91,359
111-1-21	Passenger Shelters & Bus Stop Improvements	0	0	0	0	1,100,000	0	1,100,000
111-1-31	Computer Hardware	0	48,000	0	0	0	0	48,000
111-1-32	Computer Software	0	173,000	0	0	0	0	173,000
111-1-36	Other Fixtures & Equipment	0	0	0	0	580,000	0	580,000
111-1-38	Shop Equipment	0	0	0	0	100,000	0	100,000
111-1-51	Land - Excess Peppermill	0	0	0	0	75,000	0	75,000
111-1-81	Building Improvements - Villanova	0	0	0	0	111,000	0	111,000
111-1-82	Building Improvements - Terminal	0	0	0	0	2,292,340	0	2,292,340
111-1-82	Building Improvements - Centennial	0	0	0	0	111,000	0	111,000
111-1-84	Building Improvements - 4th St Station	0	0	0	0	111,000	0	111,000
	<b>TOTAL ENT. FUND CAPITAL</b>	<b>0</b>	<b>237,359</b>	<b>0</b>	<b>0</b>	<b>23,173,387</b>	<b>0</b>	<b>23,410,746</b>
	<b>TOTAL CAPITAL BUDGET</b>	<b>0</b>	<b>237,359</b>	<b>0</b>	<b>120,389,996</b>	<b>25,854,387</b>	<b>0</b>	<b>146,481,742</b>
	<b>TOTAL FY 2022 BUDGET</b>	<b>\$2,437,886</b>	<b>\$4,394,493</b>	<b>\$26,804,272</b>	<b>\$125,170,003</b>	<b>\$79,400,553</b>	<b>\$2,899,110</b>	<b>\$241,106,317</b>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

Nevada Department of Taxation  
1550 College Parkway, Suite 115  
Carson City, NV 89706-7937

Regional Transportation Commission of Washoe County herewith submits the FINAL budget for the fiscal year ending June 30, 2022

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 \$ 170,679,638 and 1 proprietary funds with estimated expenses of \$ 47,015,933

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

I Stephanie Haddock  
(Print Name)  
Director of Finance/CFO  
(Title)

certify that all applicable funds and financial operations of this Local Government are listed herein

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULED PUBLIC HEARING:

(Must be held from May 17, 2021 to May 31, 2021 this year)

Date and Time: 5/21/2021 @ 9:05AM

Publication Date: 5/7/2021

Place: Washoe County Commission Chambers, 1001 E. Ninth Street, Bldg A, Reno, NV 89512

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR YEAR 06/30/20	ESTIMATED CURRENT YEAR YEAR 06/30/21	BUDGET YEAR YEAR 06/30/22
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports			
	70.0	69.0	76.5
TOTAL	70.0	69.0	76.5

POPULATION (AS OF JULY 1)	460,237	469,801	473,606
SOURCE OF POPULATION ESTIMATE*			
Assessed Valuation (Secured and Unsecured Only)	18,397,225,380	19,344,785,132	20,544,732,233
Net Proceeds of Mines	1,548,000	1,581,237	5,521,608
TOTAL ASSESSED VALUE	18,398,773,380	19,346,366,369	20,550,253,841
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, 2022

Budget Summary for Regional Transportation Commission of Washoe County  
(Local Government)

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)
General (Street & Highways)	\$ 100,865,848	\$ -	\$ -	\$ -	\$ 114,461,355	\$ -	\$ -	\$ 215,327,203
Regional Impact Fee	\$ 18,337,415	\$ -	\$ -	\$ -	\$ 13,961,000	\$ -	\$ 600,000	\$ 32,898,415
Paratransit Services	\$ 5,956,929	\$ -	\$ -	\$ -	\$ 14,391,001	\$ 2,500	\$ -	\$ 20,350,430
Metropolitan Planning Organization	\$ 2,586,377	\$ -	\$ -	\$ -	\$ 1,269,500	\$ -	\$ 400,000	\$ 4,255,877
DEBT SERVICE	\$ 22,382,092	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 22,998,772	\$ 45,450,864
Subtotal Governmental Fund Types, Expendable Trust Funds	\$ 150,128,661	\$ -	\$ -	\$ -	\$ 144,082,856	\$ 72,500	\$ 23,998,772	\$ 318,282,789
PROPRIETARY FUNDS								
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Subtotal Proprietary Funds	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
TOTAL ALL FUNDS	XXXXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2022

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)	-	\$ 2,593,139	\$ 1,358,567	\$ 110,588,224	\$ -	\$ -	\$ (23,938,772)	\$ 76,848,500	\$ 215,327,203
Regional Impact Fee	R	\$ 408,731	\$ 183,976	\$ 13,916,534	\$ -	\$ -	\$ -	\$ 18,389,174	\$ 32,898,415
Paratransit Services	R	\$ 646,697	\$ 293,427	\$ 11,336,777	\$ 2,681,000	\$ -	\$ -	\$ 5,392,529	\$ 20,350,430
Metropolitan Planning Organization	R	\$ 1,284,058	\$ 583,585	\$ 1,806,151	\$ -	\$ -	\$ -	\$ 582,084	\$ 4,255,877
Debt Services - Reg. St. & Hwy Debt	D	\$ -	\$ -	\$ 22,998,772	\$ -	\$ -	\$ -	\$ 22,452,092	\$ 45,450,864
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		\$ 4,932,624	\$ 2,419,555	\$ 160,646,458	\$ 2,681,000	\$ -	\$ (23,938,772)	\$ 123,664,379	\$ 318,282,789

\* 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.  
FORM 4404LGF

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2022

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	\$ 5,155,798	\$ 47,015,933	\$ 58,023,311	\$ -	\$ -	\$ (60,000)	\$ 110,135,042
TOTAL		\$ 5,155,798	\$ 47,015,933	\$ 58,023,311	\$ -	\$ -	\$ (60,000)	\$ 110,135,042

\* FUND TYPES: E - Enterprise  
I - Internal Service  
N - Nonexpendable Trust

\*\* Include Depreciation





<b>EXPENDITURES BY FUNCTION AND ACTIVITY</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
<b>PAGE</b>				
<b>FUNCTION SUMMARY</b>				
Salaries and Wages	2,472,561	2,406,398	2,610,444	\$ 2,593,139
Employee Benefits	1,134,929	1,163,030	1,361,118	1,358,567
Services and Supplies	80,467,195	78,452,684	110,446,309	110,588,224
Capital Outlay	-	-	-	-
Debt Service Fees and Other Charges	-	-	-	-
<b>TOTAL EXPENDITURES - ALL FUNCTIONS</b>	\$ 84,074,685	\$ 82,022,111	\$ 114,417,871	\$ 114,539,931
<b>OTHER USES:</b>				
<b>CONTINGENCY</b> (Not to exceed 3% of Total Expenditures all Functions)				
Transfers Out (Schedule T)	(25,896,002)	(25,782,777)	(23,938,772)	(23,938,772)
Bond Refunding OFS/OFU	269,589	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES:</b>	(25,626,413)	(25,782,777)	(23,938,772)	(23,938,772)
<b>ENDING FUND BALANCE:</b>	94,679,025	100,865,848	71,038,325	\$ 76,848,500
<b>TOTAL GENERAL FUND COMMITMENTS AND FUND BALANCE</b>	\$ 204,380,123	\$ 208,670,736	\$ 209,394,968	\$ 215,327,203

Regional Transportation Commission of Washoe County  
(Local Government)  
SCHEDULE B - GENERAL FUND

SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALANCE  
GENERAL FUND - ALL FUNCTIONS



<u>EXPENDITURES</u>	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/22 (4)	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
REGIONAL ROAD IMPACT FEE FUNCTION:				
Salaries and Wages	\$ 395,856	\$ 286,085	\$ 412,301	\$ 408,731
Employee Benefits	182,840	144,478	184,323	183,976
Services and Supplies	2,966,629	7,487,754	13,919,846	13,916,534
Capital Outlay	-	-	-	-
Subtotal	3,545,325	7,918,317	14,516,470	14,509,241
Subtotal				
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Transfers Out (Schedule T)	-	-	-	-
ENDING FUND BALANCE	18,350,504	18,337,415	18,381,945	18,389,174
TOTAL COMMITMENTS & FUND BALANCE	\$ 21,895,829	\$ 26,255,732	\$ 32,898,415	\$ 32,898,415

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Regional Road Impact Fee

	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
			TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
County Option Sales Tax - Regional Transportation	\$ 6,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Paratransit System Charges	366,542	422,252	432,220	432,220
FTA Grants	5,186,451	5,022,227	6,747,403	7,590,234
State Grants	1,327,680	1,279,170	1,317,547	1,317,547
Miscellaneous	360,833	22,000	1,000	1,000
Subtotal	13,241,506	11,745,649	13,498,170	14,341,001
<b>MISCELLANEOUS</b>				
Interest	91,938	42,000	50,000	50,000
Subtotal	91,938	42,000	50,000	50,000
<b>OTHER FINANCING SOURCES:</b>				
Sale of Capital Assets	252,126	5,000	5,000	2,500
Public Transit Transfer In	-	-	-	-
<b>TOTAL REVENUES</b>	<b>13,585,570</b>	<b>11,792,649</b>	<b>13,553,170</b>	<b>14,393,501</b>
<b>BEGINNING FUND BALANCE</b>				
	3,065,255	4,575,615	5,951,929	5,956,929
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>3,065,255</b>	<b>4,575,615</b>	<b>5,951,929</b>	<b>5,956,929</b>
<b>TOTAL RESOURCES</b>	<b>\$ 16,650,825</b>	<b>\$ 16,368,264</b>	<b>\$ 19,505,099</b>	<b>\$ 20,350,430</b>
<b>EXPENDITURES</b>				
<b>PARATRANSIT SERVICES FUNCTION:</b>				
Salaries and Wages	\$ 618,897	\$ 592,682	\$ 647,207	\$ 646,697
Employee Benefits	285,560	299,314	293,970	293,427
Services and Supplies	7,808,747	8,878,339	11,337,268	11,336,777
Capital Outlay	3,362,006	641,000	2,550,000	2,681,000
Subtotal	12,075,210	10,411,335	14,828,445	14,957,901
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>4,575,615</b>	<b>5,956,929</b>	<b>4,676,654</b>	<b>5,392,529</b>
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>\$ 16,650,825</b>	<b>\$ 16,368,264</b>	<b>\$ 19,505,099</b>	<b>\$ 20,350,430</b>

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Paratransit Services

	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
<b>REVENUES</b>				
State Dept. of Transportation	\$ -	\$ -	\$ -	\$ -
FTA Grants	-	219,000	74,000	74,000
FHWA	1,052,449	1,400,000	1,187,500	1,187,500
Other	-	-	-	-
Subtotal	1,052,449	1,619,000	1,261,500	1,261,500
<b>MISCELLANEOUS</b>				
Interest	12,023	6,000	7,000	7,000
Other	1,000	500	1,000	1,000
Subtotal	13,023	6,500	8,000	8,000
<b>OTHER FINANCING SOURCES:</b>				
Public Transit Transfer In	260,000	375,000	60,000	60,000
Street & Highway Transfer In	1,630,000	2,125,000	340,000	340,000
<b>TOTAL REVENUES</b>	<b>2,955,472</b>	<b>4,125,500</b>	<b>1,669,500</b>	<b>1,669,500</b>
<b>BEGINNING FUND BALANCE</b>				
	882,388	1,043,535	2,586,377	2,586,377
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>882,388</b>	<b>1,043,535</b>	<b>2,586,377</b>	<b>2,586,377</b>
<b>TOTAL RESOURCES</b>	<b>\$ 3,837,860</b>	<b>\$ 5,169,035</b>	<b>\$ 4,255,877</b>	<b>\$ 4,255,877</b>
<b>EXPENDITURES</b>				
<b>METROPOLITAN PLANNING FUNCTION:</b>				
Salaries and Wages	\$ 1,090,357	\$ 1,106,604	\$ 1,285,073	\$ 1,284,058
Employee Benefits	505,993	569,268	584,664	583,585
Services and Supplies	1,197,975	906,786	1,807,126	1,806,151
Capital Outlay	-	-	-	-
Subtotal	2,794,325	2,582,658	3,676,863	3,673,793
<b>OTHER USES</b>				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>1,043,535</b>	<b>2,586,377</b>	<b>579,014</b>	<b>582,084</b>
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>\$ 3,837,860</b>	<b>\$ 5,169,035</b>	<b>\$ 4,255,877</b>	<b>\$ 4,255,877</b>

Regional Transportation Commission of Washoe County  
(Local Government)

FUND Metropolitan Planning Organization

<u>REVENUES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
TAXES				
Co. Option Motor Vehicle Fuel	\$ -	\$ -	\$ -	\$ -
Subtotal	-	-	-	-
MISCELLANEOUS				
Interest	233,541	70,000	70,000	70,000
Subtotal	233,541	70,000	70,000	70,000
OTHER FINANCING SOURCES (Specify):				
Transfers In (Schedule T)				
Street & Highway Transfer In	23,680,002	23,007,777	22,998,772	22,998,772
Payment to refunded bond escrow agent	(11,219,329)	-	-	-
BEGINNING FUND BALANCE	31,818,343	22,297,042	22,382,092	22,382,092
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	31,818,343	22,297,042	22,382,092	22,382,092
TOTAL AVAILABLE RESOURCES	\$ 44,512,557	\$ 45,374,819	\$ 45,450,864	\$ 45,450,864

Regional Transportation Commission of Washoe County  
(Local Government)  
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

<b>EXPENDITURES AND RESERVES</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
Type:				
Principal	\$ 6,626,000	\$ 7,185,000	\$ 7,540,000	\$ 7,540,000
Interest	15,554,662	15,767,727	15,403,772	15,403,772
Fiscal Agent Charges	34,853	40,000	55,000	55,000
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>	22,215,515	22,992,727	22,998,772	22,998,772
<b>TOTAL RESERVED (MEMO ONLY)</b>	\$ 22,215,515	\$ 22,992,727	\$ 22,998,772	\$ 22,998,772
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
<b>Subtotal</b>				
<b>TOTAL RESERVED (MEMO ONLY)</b>				
ENDING FUND BALANCE	22,297,042	22,382,092	22,452,092	\$ 22,452,092
TOTAL COMMITMENTS & FUND BALANCE	\$ 44,512,557	\$ 45,374,819	\$ 45,450,864	\$ 45,450,864

Regional Transportation Commission of Washoe County  
(Local Government)  
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES



<b>PROPRIETARY FUND</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
<b>OPERATING REVENUE</b>				
Transit System Charges	\$ 3,972,632	\$ 3,969,466	\$ 4,530,090	\$ 4,530,090
Bus Advertising	245,866	195,000	220,000	220,000
Miscellaneous	498,152	410,729	405,708	405,708
Total Operating Revenue	4,716,650	4,575,195	5,155,798	5,155,798
<b>OPERATING EXPENSE</b>				
Salaries and Wages	2,215,919	2,044,308	2,765,350	2,762,828
Employee Benefits	1,047,109	1,074,920	1,854,951	1,852,269
Services and Supplies	29,482,697	30,392,025	33,121,440	33,400,835
Depreciation/Amortization	7,795,347	7,500,000	9,000,000	9,000,000
Total Operating Expense	40,541,072	41,011,253	46,741,741	47,015,933
Operating Income or (Loss)	(35,824,422)	(36,436,058)	(41,585,943)	(41,860,135)
<b>NONOPERATING REVENUES</b>				
Interest Earned	607,728	400,000	450,000	450,000
Property Taxes	-	-	-	-
Contributions from Others	-	-	-	-
FTA Grants	17,335,572	29,129,822	39,086,363	37,750,809
State Dept. of Transportation	1,012,046	902,500	1,073,560	1,073,560
County Option Sales Tax - Regional Transportation	24,750,890	18,263,669	24,661,178	18,728,942
Gain on Sales of Capital Assets	-	40,000	20,000	20,000
Other	-	-	-	-
Loan Proceeds	-	-	-	-
Total Nonoperating Revenues	43,706,236	48,735,991	65,291,101	58,023,311
<b>NONOPERATING EXPENSES</b>				
Interest Expense	-	-	-	-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	7,881,814	12,299,933	23,705,158	16,163,176
<b>Transfers (Schedule T)</b>				
In	-	-	-	-
Out	(260,000)	(375,000)	(60,000)	(60,000)
Net Operating Transfers	(260,000)	(375,000)	(60,000)	(60,000)
<b>CHANGE IN NET POSITION</b>	\$ 7,621,814	\$ 11,924,933	\$ 23,645,158	\$ 16,103,176

Regional Transportation Commission of Washoe County  
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

FUND Public Transit

<b>PROPRIETARY FUND</b>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/22	
	ACTUAL PRIOR YEAR ENDING 6/30/2020	ESTIMATED CURRENT YEAR ENDING 6/30/2021	TENTATIVE APPROVED	FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash from customers	\$ 4,456,301	\$ 4,575,195	\$ 5,155,798	\$ 5,155,798
Cash received from other funds	300,324	-	-	-
Cash for goods/services	(28,567,236)	(30,392,025)	(33,121,440)	(33,400,835)
Cash compensation & employee benefits	(3,508,906)	(3,119,228)	(4,620,301)	(4,615,098)
a. Net cash provided by (or used for) operating activities	(27,319,517)	(28,936,058)	(32,585,943)	(32,860,135)
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Operating Grants	9,907,029	14,574,448	18,491,165	18,491,165
Transfers from other funds	-	-	-	-
Operating Transfers Net	(260,000)	(375,000)	(60,000)	(60,000)
Public Transportation Tax	24,375,408	18,263,669	24,661,178	18,728,942
b. Net cash provided by (or used for) noncapital financing activities	34,022,437	32,463,117	43,092,343	37,160,107
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Acquisition capital	(10,866,921)	(18,416,503)	(20,448,019)	(23,410,746)
Contributed capital	8,773,255	15,457,874	21,668,758	20,333,204
Proceeds from sale of capital assets	-	40,000	20,000	20,000
Interest paid on short-term financing loan	-	-	-	-
Principal paid on short-term financing loan	-	-	-	-
c. Net cash provided by (or used for) capital and related financing activities	(2,093,666)	(2,918,629)	1,240,739	(3,057,542)
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Investment Income	622,457	400,000	450,000	450,000
d. Net cash provided by (or used in) investing activities	622,457	400,000	450,000	450,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	5,231,711	1,008,430	12,197,139	1,692,430
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	15,886,402	21,118,113	22,126,543	22,126,543
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	\$ 21,118,113	\$ 22,126,543	\$ 34,323,682	\$ 23,818,973

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 7/1/2021	INTEREST PAYABLE	REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/22 PRINCIPAL PAYABLE	(9)+(10) TOTAL
REGIONAL STREETS & HIGHWAYS Bonds - Series 2010EF	4	30	\$ 64,160,000	12/16/2010	2/1/2040	7.97%	\$64,160,000	\$3,382,013	-	\$3,382,013
SALES TAX Bonds - Series 2010H	4	30	\$ 20,000,000	12/16/2010	2/1/2040	7.45%	\$20,000,000	\$998,359	-	\$998,359
REGIONAL STREETS & HIGHWAYS Bonds - Series 2018	4	25	\$ 183,235,000	12/20/2018	2/1/2043	4-5.2%	\$173,600,000	\$8,410,450	\$5,675,000	\$14,085,450
REGIONAL STREETS & HIGHWAYS Bonds - Series 2019	4	20	\$ 56,235,000	12/19/2019	2/1/2040	5.00%	\$54,455,000	\$2,612,950	\$1,865,000	\$4,477,950
* Bond refunding										
TOTAL ALL DEBT SERVICE			\$ 323,630,000				\$ 312,215,000	\$ 15,403,772	\$ 7,540,000	\$ 22,943,772

SCHEDULE C-1 - INDEBTEDNESS

Regional Transportation Commission of ' Budget Fiscal Year 22  
 (Local Government)

Transfer Schedule for Fiscal Year 2021-2022

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND				MPO Fund	11	\$ 340,000
				Regional Road Impact Fee	8	\$ 600,000
				Debt Service Fund	12	\$ 22,998,772
SUBTOTAL						
<b>SPECIAL REVENUE FUNDS</b>						
Paratransit Services Fund	Public Transit	14	\$ -			
MPO Fund	Public Transit	14	\$ 60,000			
MPO Fund	General (Street&Highway)	7	\$ 340,000			
Regional Road Impact Fee	General (Street&Highway)	7	\$ 600,000			
SUBTOTAL			\$ 1,000,000			\$ 23,938,772

Regional Transportation Commission of Washoe County  
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2021-2022

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	\$ 22,998,772			
SUBTOTAL			\$ 22,998,772			

Regional Transportation Commission of Washoe County  
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2021-2022

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS Public Transit				Paratransit Services	10	\$ -
				MPO	11	\$ 60,000
SUBTOTAL						
INTERNAL SERVICE						
SUBTOTAL						
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						\$ 60,000
TOTAL TRANSFERS			\$ 23,998,772			\$ 23,998,772

Regional Transportation Commission of Washoe County  
(Local Government)

**SCHEDULE OF EXISTING CONTRACTS**

**Budget Year 2021-2022**

**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: 52

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure 2021-2022	Proposed Expenditure 2022-2023	Reason or need for contract:
1	Atkins North America	4/17/2020	1/1/2024	2,259,822	1,129,911	Professional services for Sparks Blvd Widening
2	Atkins North America	2/24/2020	12/31/2021	136,370	-	Professional services for Intelligent Transportation Systems #3
3	Board of Regents - UNR	11/8/2019	12/31/2022	191,360	95,680	UNR LiDAR living lab project
4	Board of Regents - UNR	9/21/2020	9/20/2021	153,600	-	LiDAR Data for traffic safety analysis and evaluation
5	Board of Regents - UNR	1/22/2021	12/31/2022	90,000	60,000	2021-2022 Transportation Research
6	C.A. Group	3/20/2020	12/31/2021	1,419,292	-	Newport Lane rehabilitation
7	C.A. Group	7/17/2020	6/30/2022	493,821	-	Bus Stop Improvement & Connectivity
8	Dynamic Nevada Construction, LLC	2/15/2021	2/14/2022	54,420	-	Snow and ice removal
9	Eastern Sierra Engineering	11/23/2020	6/30/2023	378,728	378,728	Reno Consolidated 22-01 project
10	Eastern Sierra Engineering	3/20/2020	3/31/2022	243,540	-	Reno Consolidated 21-01 project
11	HDR Engineering, Inc.	9/18/2020	6/30/2022	59,529	-	Advanced Mobility Study
12	Headway Transportation LLC.	9/20/2019	6/30/2025	544,229	544,229	Center Street Cycle Track
13	Headway Transportation LLC.	6/30/2020	6/30/2022	228,960	-	Traffic Engineering Spot #10 - Fuel Tax
14	Headway Transportation LLC.	12/18/2020	6/30/2022	36,000	-	Bicycle, pedestrian and wheelchair county program
15	Holland and Hart LLP.	1/1/2021	12/31/2021	24,750	-	Professional legal service
16	Infeotek Consulting, LLC	12/23/2019	12/23/2022	12,528	-	Deltek cloud conversion/data migration
17	Jacobs Engineering Group	1/20/2020	12/31/2021	92,331	-	Professional services for Sun Valley Blvd design
18	Jacobs Engineering Group	12/13/2018	12/31/2021	210,018	-	Professional services for Arlington Bridges NEPA & design
19	Jacobs Engineering Group	8/21/2020	12/23/2023	190,780	190,780	Professional services for SE Connector phase 2
20	Jacobs Engineering Group	9/20/2019	7/1/2022	1,590,724	1,590,724	Professional services for Lemmon Dr.
21	Kaempfer Crowell, LTD	11/20/2020	12/31/2021	36,111	-	Specialized lobbying services
22	Keolis Transit Services, LLC	7/1/2019	6/30/2023	22,657,048	22,657,048	Operation and maintenance of fixed route transit services
23	Kimley-Horn and Associates	6/19/2020	6/30/2022	281,461	-	Professional services for TE spot 10 - South
24	Lumos & Associates, Inc.	11/20/2020	12/31/2021	398,463	-	Professional services for 2021 annual preventive maintenance
25	Lumos & Associates, Inc.	3/20/2020	12/31/2021	302,320	151,160	Professional services for Kings row rehabilitation
26	Lumos & Associates, Inc.	11/20/2020	12/31/2022	-	604,640	Professional services for Kings row rehabilitation - Phase 2
27	MTM Transit LLC	7/1/2017	6/30/2023	9,465,302	9,465,302	Operation and maintenance of paratransit services
28	Nichols Consulting Engineers	10/1/2019	12/31/2022	271,190	-	Professional services for Reno consolidated 20-01
29	Nichols Consulting Engineers	10/24/2019	12/31/2022	135,571	-	Professional services for 2020-2022 PCI data collection
30	Nichols Consulting Engineers	3/20/2020	12/31/2022	107,703	-	Professional services for Sun Valley Blvd
31	Nichols Consulting Engineers	4/20/2020	12/31/2021	252,284	-	Professional services for Virginia street Brt. Extension
32	Nichols Consulting Engineers	1/1/2021	12/31/2021	25,517	-	Professional services for Orange Book updates
33	Nichols Consulting Engineers	12/18/2020	10/31/2022	196,162	65,387	Professional services for Peckham Lane

34	Poggemeyer Design Group	3/6/2018	12/31/2021	426,234	-	Professional services for Mill Street Complete Street
35	Slater Hanifan Group	9/20/2019	12/31/2021	119,869	-	Professional services for Traffic Engineering Spot #9
36	Stories in Place	10/19/2018	12/31/2021	16,750	-	Historic Resources Consulting
37	Sierra Nevada Construction	9/23/2020	12/31/2021	2,974,813	-	Construction services for Virginia street Brt. Extension
38	Stantec Consulting Services, Inc.	12/18/2020	12/31/2021	69,045	-	Professional services for Eagle Cannon Dr.
39	Stantec Consulting Services, Inc.	3/20/2020	12/31/2024	228,271	228,271	Professional services for Oddie/Wells Corridor project
40	Thompson Coburn LLP	2/1/2019	1/31/2022	148,750	-	Legal Services
41	TischlerBise, Inc.	12/28/2020	1/31/2022	29,167	-	Professional services for RRIF GAM update
42	Titan Electrical Contract	7/23/2020	12/31/2021	863,407	-	Construction services for Traffic Engineering Spot #9 Package 1
43	Town & Country Landscaping	1/1/2021	12/31/2022	16,868	8,434	Landscaping service for RTC properties
44	Traffic Data Inc	10/28/2019	12/31/2021	17,610	-	Annual Traffic Count Program
45	Trane US, Inc.	10/1/2019	6/30/2022	57,116	-	HVAC Preventive and Emergency Maintenance
46	Union Pacific Railroad Company	1/13/2021	12/31/2021	61,152	-	Construction services for Golden Valley Road
47	US Geomatics	7/1/2019	6/30/2022	27,559	-	Water right research for South Eastern Connector projects
48	Westwood Professional Services	10/31/2020	12/31/2021	119,868	-	Professional services for TE spot 9
49	Woodburn and Wedge	7/1/2018	6/30/2021	100,000	-	Legal Services
50	Wood Rodgers	4/17/2020	12/31/2021	218,561	-	Professional services for Sparks Consolidated 21-01
51	Wood Rodgers	10/1/2018	12/31/2021	61,643	-	Professional services for Reno consolidated 19-02
52	Zev E Kaplan LTD	7/1/2020	6/30/2023	87,443	87,443	Legal Services
Total Proposed Expenditures				48,184,057	37,257,735	

Additional Explanations (Reference Line Number and Vendor):



**SCHEDULE OF PRIVATIZATION CONTRACTS**  
**Budget Year 2021-2022**

**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 2021-2022	Proposed Expenditure 2022-2023	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	7/1/2020	6/30/2021	1 year	\$ 15,000	\$ 14,900	23	1	\$ 23.47	Courier service for Terminal & Villanova
2	Trifox, LLC	1/1/2020	12/31/2021	1 year	\$ 45,600	\$ 49,000	31	1	\$ 40.31	Davis Bacon and Prevailing Wage compliance
3										
4										
5										
6										
7										
8	Total				\$ 60,600	\$ 63,900		2		

Attach additional sheets if necessary.

- Complete 150 lane miles of Pavement Preservation
- Begin Reconstruction/Rehabilitation:
  - Kings Row Phase 1
  - Golden Valley Road
  - Newport Lane
  - Sparks Consolidated 21-01
  - Reno Consolidated 21-01
  - Reno Consolidated 20-01
- Begin Project Construction:
  - Lemmon Drive Segment 1
  - Oddie/Wells Multimodal
  - Package 3 ADA Access Transit & Pedestrian Connectivity
  - Sparks Blvd Widening (early action phase)
- Construct Mill Street Multimodal (Terminal Way to McCarran Blvd)
- Complete Construction Bidding Process for Sky Vista Project
- Begin Design:
  - NEPA on Arlington Bridges Replacement Project
  - Lemmon Drive Segment 2
- Update:
  - RRIF 7<sup>th</sup> Edition
  - Street and Highway Policy
  - RTC-local jurisdiction agreements regarding transit projects, facilities and operations opportunities
  - Bicycle & Pedestrian Master Plan
  - Intelligent Transportation Systems Master Plan
  - Transit Optimization Plan Strategies
- Complete Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan
- Pursue Federal Funding/ Earmarks:
  - Arlington Street Bridge
  - Hydrogen Fuel Cell Pilot Project
- 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
- Continue NDOT Collaboration: SBX, US395 North & Mt. Rose Projects
- Complete Verdi Planning Study
- Complete 75% of the McCarran Loop Planning Study
- Increase annual RTC RIDE ridership by 15% over FY22
- Downtown Reno Partnership coordination and operations to enhance safety at 4SS
- Implement FlexRIDE Tahoe Service Pilot
- Implement and complete construction on RTC facilities projects:
  - Terminal Way multiple purpose room
  - Modernization of Terminal Way elevators
  - Peppermill BRT Station
- Complete design on 4<sup>th</sup> Street Station expansion



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 6.1**

From: Bill Thomas, Executive Director

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Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81<sup>st</sup> (2021) Session of the Nevada Legislature as presented by Michael Hillerby of Kaempfer Crowell Law Firm.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 6.2**

From: Brian Stewart, Director of Engineering

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**RECOMMENDED ACTION**

Acknowledge receipt of a report on RTC's Construction Projects for Calendar Year 2021.

**BACKGROUND AND DISCUSSION**

The RTC Street and Highway program has a number of projects being constructed this calendar year. A report will be presented providing the Board details regarding current construction projects.

**FISCAL IMPACT**

There is no fiscal impact associated with this presentation.

**PREVIOUS BOARD ACTION**

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



## REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 6.3**

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

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### **RECOMMENDED ACTION**

Acknowledge receipt of the 2020 Annual Report.

### **BACKGROUND AND DISCUSSION**

The 2020 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:*

- Adapted to virtual community engagement and increased public participation
- 271 public meetings, presentations, and other events
- 149 media interviews, 52 Road Ahead segments, 78 press releases
- Expanded social media presence

#### *Planning Studies Completed and Under Development:*

- 2050 Regional Transportation Plan
- Coordinated Human Services Transportation Plan
- Bicycle, Pedestrian and Wheelchair Count Annual Report
- Affordable Housing Study
- University Area Transportation Study
- Electric and Alternative-Fuels Vehicle Infrastructure and Advanced Mobility Plan
- Lemmon Valley – Spanish Springs Connector Alignment and Planning and Environmental Linkages (PEL) Study
- Leadership in the Vision Zero Task Force

#### *Public Transportation:*

- 5.4 million RTC RIDE transit trips were provided
- 1.2 million RTC RAPID trips were provided
- 123,425 RTC ACCESS transit trips were provided
- FlexRIDE demonstration service expanded
- 227 RTC VANPOOLS
- Token Transit app sold 83,143 tickets; \$490,600 in sales; 8,534 unique customers; 550,314 estimated trips taken

*Complete Streets:*

- Virginia Street Project completed ahead of schedule and under budget
- Improvements constructed on Sun Valley Boulevard from 7<sup>th</sup> Avenue to Highland Ranch Parkway
- Improvements completed on East Prater, Greg Street, Lakeside Drive, and Kuenzli Street
- Design near completion for Oddie Wells Project
- \$23 million BUILD grant for Pyramid Highway
- Improved signal timing for 66 regional traffic signals
- 8.1 miles of new sidewalks constructed
- 6 miles of bike lanes added
- 5 new crosswalks
- 270 new pedestrian ramps constructed
- 6 new crosswalk warning devices

Vision Zero:

- #Dusk2DawnNV campaign to improve pedestrian safety
- Safe Routes to School Program funded
- Pedestrian fatalities 13% lower than 2020

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

**PREVIOUS ACTIONS BY BOARD**

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

**ATTACHMENT:**

A. 2020 Annual Report



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

# 2020 ANNUAL REPORT



**Your RTC. Our Community.**

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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





Virginia Line station on Virginia Street

# YOUR RTC BOARD

The Regional Transportation Commission of Washoe County is a cooperative regional board governed by five representatives appointed from three local government jurisdictions:

- Two 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

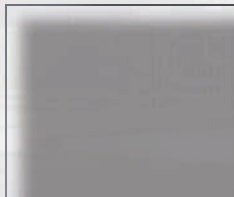
*Serving since January 2021*



**BOB LUCEY**

Washoe County Chairman

*Serving since January 2015*



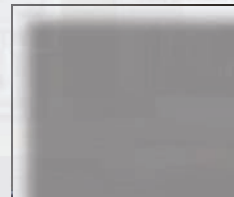
**VAUGHN HARTUNG**

Washoe County Commissioner

*Serving since January 2018*

*Previous service*

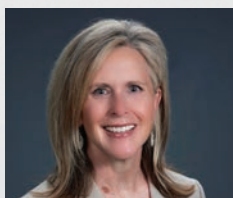
*January 2015 - December 2015*



**OSCAR DELGADO**

Reno Council Member

*Serving since December 2018*



**KRISTINA SWALLOW, Ex-officio**

Director

Nevada Department of Transportation

*Serving since January 2019*

# YOUR RTC DIRECTORS

The RTC is comprised of six departments with a professional and administrative staff of 69 who serve to deliver the region's surface transportation needs.



**BILL THOMAS,  
AICP**

Executive Director



**AMY CUMMINGS,  
AICP/LEED AP**

Deputy Executive Director/  
Director of Planning



**STEPHANIE HADDOCK,  
CGFM**

Director of Finance/  
Chief Financial Officer



**BRIAN STEWART, P.E.**

Director of  
Engineering



**MARK MALONEY**

Director of Public  
Transportation & Operations



**ANGELA REICH  
SPHR, SHRM-SCP**

Director of  
Administrative Services



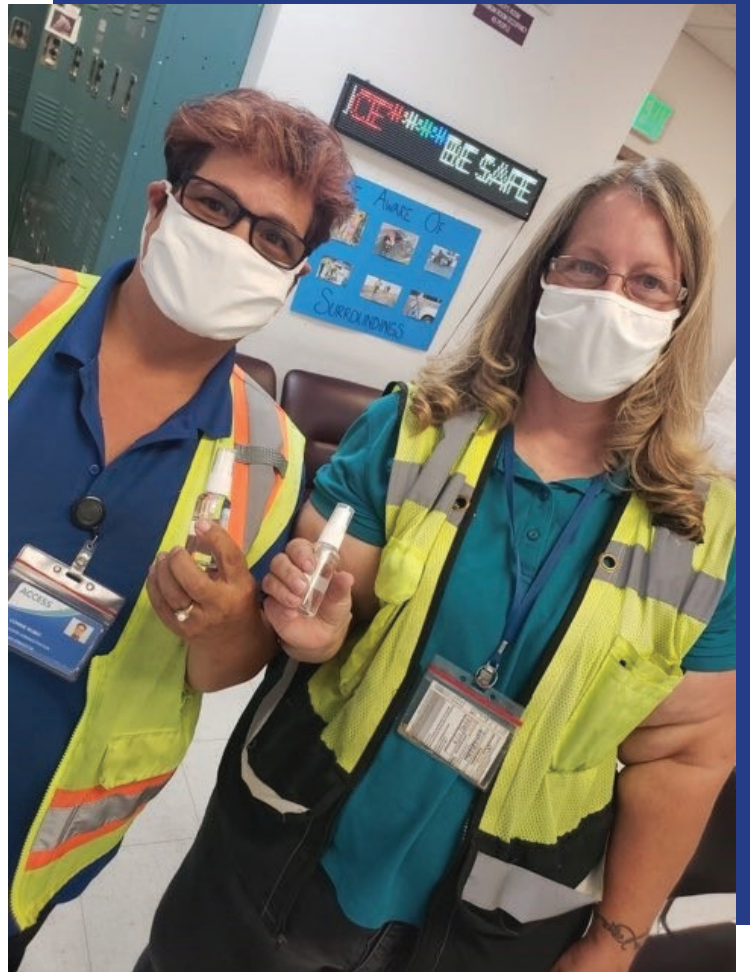
**ADAM SPEAR**

Director of  
Legal Services

# DOING OUR PART TO HELP KEEP OUR COMMUNITY SAFE

Transit services continued on a normal schedule providing our community with ongoing transit service and no transit reductions during the pandemic. The RTC completed the installation of mask and sanitizer dispensers on all buses. Transit passengers can conveniently use self-service mask dispensers to receive a free mask as they board any RTC bus or request a complimentary mask at RTC Customer Service. Complimentary masks are also distributed on RTC ACCESS and FlexRIDE vehicles.

The RTC thanks the U.S. Department of Transportation, the Federal Transit Administration (in coordination with the FTA Region IX Office), the U.S. Department of Health and Human Services, the Federal Emergency Management Agency, and the Department of Homeland Security for their delivery of 1,500 masks for contracted transit employees and 6,000 masks for transit passengers.



The RTC and the Food Bank of Northern Nevada joined together to ensure vital home delivery of food boxes during these challenging times.



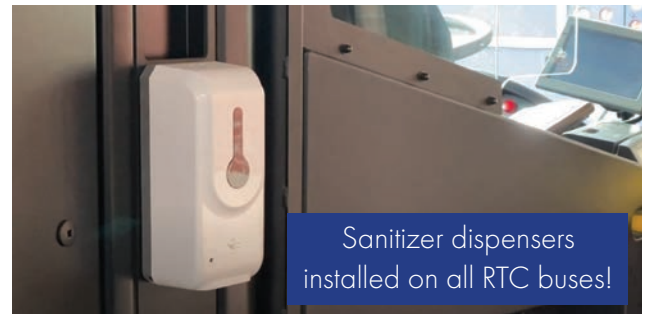
## *Working together to help maintain social distancing on our transit vehicles*

Transit contractors are working together and taking proactive steps to ensure passengers wear face coverings as well as transit drivers on RTC transit services, including:

- Promoting social-distancing guidelines at transit facilities and on transit vehicles with designated seating.
- Installation of plastic or plexiglass barrier shields between bus driver and passengers boarding bus.
- Providing free face coverings on buses and at RTC Customer Service at 4TH STREET STATION in Reno and CENTENNIAL PLAZA in Sparks.
- Educating passengers who are not wearing face coverings about Governor Sisolak's Mask-wearing Directive and providing complimentary face covering upon boarding.
- Posting signage on buses and at bus stations reminding passengers to wear face coverings on transit.
- Providing complimentary face coverings on-board RTC ACCESS and FlexRIDE services.
- Daily log maintained by bus drivers documenting passengers who do not wear face coverings on RTC RIDE transit services are called in to Keolis dispatch.
- The RTC and transit contractors continue to adhere to exceptions for individuals who may not be able to wear a face covering or mask, as outlined in the Governor's Directive and in accordance with federal protections outlined under Title VI and Americans with Disabilities Act (ADA).
- Up-to-date COVID-19 precaution information available at [rtcwashoe.com](http://rtcwashoe.com).



Mask dispensers installed on all RTC buses!



Sanitizer dispensers installed on all RTC buses!



# RTC AWARDS AND RECOGNITIONS

## **American Planning Association 2020 DeBoer Award**

Outstanding Implementation — Virginia Street Bus RAPID Transportation Project

## **American Planning Association 2020 DeBoer Award**

Outstanding Public Outreach & Journalism — South Meadows Multimodal Transportation Study

## **American Planning Association 2020 DeBoer Award**

Outstanding Community Partner Award — Vision Zero Truckee Meadows

## **Sun Valley General Improvement District**

Community Service Award – Sun Valley Corridor Study and Improvements October 2020

## **High Sierra Industries X-Treme Ability Challenge**

RTC Staff Wins First Place

## **American Society of Civil Engineers**

## **Truckee Meadows Branch 2019 Engineer of the Year**

Warren Call, RTC Engineer II - March 2020

## **Governor Sisolak Names RTC Battle Born Business**

June 2020



*APA 2020 DeBoer Award - Outstanding Outreach  
South Meadows Study Project*



*APA 2020 DeBoer Award  
Outstanding Community Partner  
Vision Zero Truckee Meadows*



*ASCE Engineer of the Year  
Warren Call - RTC Engineer I*

*Sun Valley General Improvement District  
Community Service Award  
Sun Valley Corridor Study and  
Improvements Project*



**X-treme Ability  
Challenge**

**1ST PLACE WINNER**

REGIONAL TRANSPORTATION COMMISSION OF  
WASHOE COUNTY (RTC)  
TIME: 3:10



*APA 2020 DeBoer Award - Outstanding Implementation  
Virginia Street Bus RAPID Transit Extension Project*

# VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT

*Completed ahead of schedule and under budget!*

The Virginia Street Bus RAPID Transit Extension Project improves safety and provides better access, enhanced transit service, and improved mobility for everyone. This includes extending the RAPID Virginia Line from Midtown to the University of Nevada, Reno. Construction on the Virginia Street Project, both near the University of Nevada, Reno, and in Midtown, is complete. The final piece of the Virginia Street Project was the extension of the RAPID Virginia Line service to the University, which launched in March 2021.

The project represents an approximate \$90 million investment in our community. The project is funded with fuel tax revenue, sales tax revenue, and federal funds.

The bus route that extends through Midtown to the University is the RAPID Virginia Line transit route, which is an enhanced transit service. The route has features that allow buses to travel more quickly on Virginia Street and with fewer stops than on regular bus routes, including transit stops approximately every half mile, raised level-boarding platforms to allow passengers to get on and off quickly, dedicated bus lanes in some locations, and technology that allows the bus to communicate with traffic signals to help keep the route on schedule.

Extending the RAPID Virginia Line to the University will increase ridership while providing students, faculty and staff with an enhanced travel option through the Virginia Street corridor in Reno. In addition to the RAPID stations, other improvements include the addition of wider sidewalks that meet ADA standards, bicycle lanes, and a center median in some areas.

Parking is limited in and around the campus. 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.



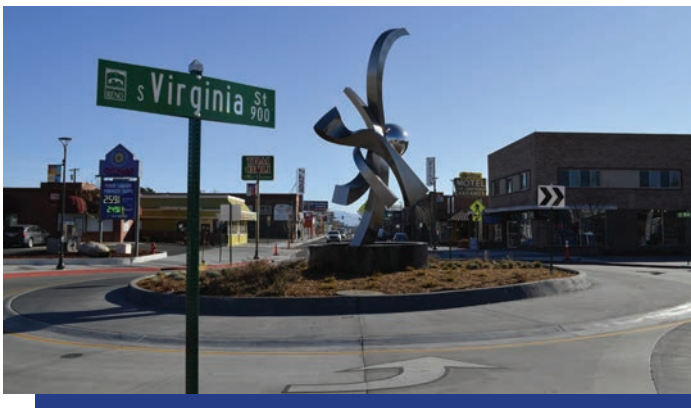
## *How to Navigate a Roundabout*

The Virginia Street Project includes two new roundabouts, one in Midtown at the intersection of Virginia Street/Center Street/Mary Street, and one at the University of Nevada, Reno, near the University's West Stadium Parking Complex. Roundabouts provide for safer and more efficient travel for commuters and pedestrians. Studies indicate that roundabouts reduce vehicle collisions by 39% and the severity of injury-producing crashes by 76%. Roundabouts also improve traffic flow when replacing stop signs or traffic signals at intersections by as much as 75%. Watch the [video](#).



## University of Nevada, Reno-area Project Highlights

- New RAPID transit stations on both sides of Virginia Street (five total)
- Sidewalk improvements
- A roundabout on Virginia Street at the entrance to the University's West Stadium Parking Complex to improve safety and traffic flow
- Restriping of the roadway from two lanes of traffic in each direction to one traffic lane and one shared bus/bicycle lane for both northbound and southbound traffic flow



## Acknowledgments

The RTC thanks our partners in the Virginia Street Project for bringing this project to fruition: Senator Catherine Cortez Masto, Senator Jacky Rosen, Congressman Mark Amodei, the U.S. Department of Transportation, the Federal Transit Administration including Region IX Administrator Ray Tellis and staff, the City of Reno, University of Nevada, Reno, Midtown businesses, the community, design consultants NCE and C A Group, Inc., environmental consultant and construction manager Atkins, contractor Sierra Nevada Construction, as well as subcontractors and suppliers, providing local jobs for Northern Nevadans and bringing this project to completion. Thank you to PK Electrical, LA Studios, Shields Engineering, CME, VWB, MAPCA, Taylor Made Solutions, A-1 Steel, Anark Corporation, Associated Concrete Pumping, Badger Daylighting, Cinderlite Trucking Corp., Desert Commercial Sweeping, Eastern Sierra Engineering, Eastern Sierra Sweeping, Reno Iron Works, High Desert Surface Prep, Kustom Koatings, Moana Nursery, Morgan Construction, Nevada Barricade & Sign Co., Noah's Park Tree Care, Northern Nevada Rebar, nvision Glass, Pavement Recycling Systems, Penhall Company, Reno Rock Transport, RFI Enterprises, Sierra Rental & Transport Co., Silver State Masonry, Titan Electrical, Underground Video Technology, Western Partitions, and YESCO.

## Midtown-area Project Highlights

- New RAPID transit stations, 5 new stations in UNR section and 3 upgraded in Midtown
- Safety improvements, including crosswalks and a center median
- A new roundabout at the intersection of Virginia Street/Center Street/Mary Street to improve safety and help vehicles turn around to access businesses on the opposite side of the street
- Accessibility and ADA improvements
- Wide sidewalks
- New landscaping
- A dedicated bus lane in some areas

# SUN VALLEY BLVD TRANSPORTATION IMPROVEMENT PROJECT

Construction continues to improve Sun Valley Boulevard from 7th Avenue to Highland Ranch Parkway. The project will increase safety, access, and mobility in the neighborhood and benefit drivers, pedestrians, bicyclists, and transit users.



Sun Valley General Improvement District Community Service Award at the SVGID - October 22, 2020



Design - Jacobs Engineering  
Construction Management - NCE  
Contractor - Q&D



## Improvements

Phase one of the project includes improvements on Sun Valley Boulevard from 7th Avenue to Highland Ranch Parkway, including:

- Two new pedestrian-activated rapid flashing beacon crossings at Quartz Lane and Middle Fork Drive
- Dedicated left-turn lane from northbound Sun Valley Boulevard to Staci Way
- ADA improvements
- New sidewalks and bike lanes
- New pavement
- An upgraded traffic signal at Sun Valley Boulevard/7th Street and a reconfiguration of the intersection to improve safety
- 4 new bus stop pads

The project is substantially complete from Staci Way to Highland Ranch Parkway. The segment of Sun Valley Boulevard from Staci Way to 7th Avenue will be completed during the 2021 construction season. Phase One of this project represents an approximately \$8 million investment in our community funded with local fuel tax revenue.



# EAST PRATER WAY PROJECT

Completed October 2020

*This project represents a \$5.6 million investment in our community.*

The RTC completed construction on a roadway rehabilitation project on East Prater Way in Sparks between McCarran Boulevard and Sparks Boulevard on October 22, 2020. The pavement in this section of roadway had deteriorated and needed to be replaced.

The project added sidewalks and bike lanes, and improved center medians, curb ramps, and crosswalks. In cooperation with the City of Sparks, the RTC also improved storm drainage and replaced aging sewer infrastructure. The project was a success and was completed on time. Spanish Springs Construction's partnering approach included public outreach efforts and coordination with City of Sparks, the Nevada Department of Transportation, Truckee Meadows Water Authority, NV Energy, AT&T, and Well Quest Development.

## Improvements

- Placed more than 10,000 tons of new asphalt
- Constructed 5,800 feet of curb and gutter, 4,500 feet of median curb, 30,000 square feet of sidewalk, and 25 pedestrian ramps
- Replaced 2,000 feet of sewer
- Installed new street lighting and improved the crossing at Willow Creek Park
- Placed 10 new trees within the landscape median
- Placed more than one mile of new conduit for Sparks Police Department communications and traffic signal coordination

**Design** - Stantec  
**Construction Management**  
Stantec & CME  
**Contractor** - Spanish Springs  
Construction & Titan Electrical



# GREG STREET REHABILITATION PROJECT

**Design** - Wood Rodgers  
**Contractor** - SNC

*This project represents a \$1.75 million investment in our community.*

The RTC repaved Greg Street from McCarran Boulevard to the railroad tracks. RTC also added new sidewalks between McCarran Boulevard and Spice Island Drive and improved pedestrian ramps and crosswalks. This segment of Greg Street is smoother and safer now that the improvements are complete.

To learn more visit [rtcwashoe.com](http://rtcwashoe.com)

Completed October 2020

# LAKESIDE DRIVE PROJECT

*Completed October 2020*

The RTC completed a roadway rehabilitation project on Lakeside Drive between McCarran Boulevard and Evans Creek Drive on October 14, 2020.

As part of the project, the RTC reconstructed the roadway, replaced ADA-deficient sidewalks and pedestrian ramps, added bike lanes on both sides of the roadway, and made ADA improvements to driveways.

This project will help create significant bicycle connectivity in our region, as well as a safer, smoother road for drivers. Projects like this one are important to achieving the RTC's goals of keeping pavement in good condition and improving multimodal access throughout our community.

The project's ADA improvements, especially to sidewalks, will improve access and mobility for everyone. All road users, including pedestrians, will benefit from the improvements the RTC has made on Lakeside Drive.

The project began on July 20, 2020, and was completed on schedule and within budget. The project represents a \$2.2 million investment in our community, funded with local fuel tax revenue.



**Design** - Eastern Sierra Engineering  
**Contractor** - SNC

# KUENZLI STREET CONVERSION PROJECT

*Completed October 2020, this project represents a \$787,864 investment in our community.*

In October, following the completion of the Kuenzli Street Conversion Project, Kuenzli Street in Reno opened to two-way traffic from Kirman Avenue to Giroux Street. This segment of Kuenzli Street was previously one-way-westbound traffic only. As part of the roadway-maintenance and pavement-preservation project, Giroux Street from Kuenzli Street to East 2nd Street was also converted to accommodate two-way traffic. The project also included the area on Kirman Avenue from just south of the Truckee River Bridge to E. 2nd Street, and Kuenzli Street from Wells Avenue to Kirman Avenue. The conversion of Kuenzli Street to allow two-way traffic was requested by City of Reno staff to accommodate the new Reno Public Safety Center at 911 Kuenzli Street.

As part of this project, the RTC completed pavement maintenance, including slurry sealing and new roadway striping, made ADA improvements at several pedestrian crosswalks and ramps, added bike lanes and shared bike/vehicle lanes, installed new pedestrian crossing flashers in place of the traffic signal at the intersection of Locust Street and Kuenzli Street, and modified the traffic signal at the Kuenzli Street/Kirman Avenue intersection to allow a southbound-left movement to eastbound Kuenzli Street.

**Design** - Kimley Horn  
**Contractor** - SNC



**Design - Stantec Engineering, Inc.**  
**Construction Management - NCE**  
**Contractor - TDB**

The [Oddie-Wells Multimodal Improvement Project](#) will revitalize the 3.2-mile corridor beginning on Wells Avenue at the I-80 ramps in Reno and continuing on Oddie Boulevard to Pyramid Way in Sparks by creating a more-livable, safer, and vibrant community.

The RTC is finishing the design plans for 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.

Corridor improvements will support economic investment and redevelopment while enhancing the quality of life for area residents by improving accessibility and safety.

Construction on the project is anticipated to begin in 2021.

The total project investment, including construction, design, permitting and construction management, is approximately \$45 million. The project is funded with local fuel tax revenue.

## NEW RAPID TRANSIT STATION ON VIRGINIA STREET

*The project represents a \$721,000 investment in our community.*

The RTC completed construction on a new RAPID transit station on Virginia Street near the intersection of Plumb Lane in December 2020. The Plumb Lane RAPID transit station provides vital public transportation connectivity for retail shopping and dining at Reno Public Market and new housing and retail development as part of the Reno Experience District (RED). The new transit station is used for the RTC's RAPID Virginia Line, which connects Meadowood Mall to Midtown Reno, Downtown Reno, and the University of Nevada, Reno. This

RAPID station encourages future Reno Experience District-development residents to use transit.

The RAPID station provides amenities that include level boarding, lighting, transit messaging board, and LED lighting. The RAPID Virginia Line runs every 10 minutes, providing a quick and convenient mode of transportation to travel the Virginia Street corridor and connect with other transit routes at RTC 4TH STREET STATION.

**Contractor - Q & D**

# TRAFFIC SIGNAL OPTIMIZATION

The RTC is keeping our community moving by updating traffic signal timing throughout the region. In 2020, the RTC continued studying the timing of 406 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. Sixty-Six signals were retimed in 2020. Due to the COVID-19 pandemic, the region experienced a significant decrease in traffic. The project was postponed between March and June of 2020. Although the RTC does not own any traffic signals, we support local jurisdictions in the maintenance and operation of the signals. The RTC is able to receive real-time data from signals and assess how well they are performing. The RTC also works on various projects to upgrade methods of detecting vehicles at intersections, which also helps to optimize timing at signalized intersections. As part of the retiming process, RTC engineers use information from the National Cooperative Highway Research Program (NCHRP) and the Manual

of Uniform Traffic Control Devices (MUTCD) to bring the traffic signals up to current standards and improve safety. The retiming process also allows engineers to remeasure crosswalks and recalculate pedestrian crossing times. To report traffic signal issues, call (775) 355-ROADS.



## *LOCATIONS OF UPDATED AND RE-TIMED SIGNALS:*

- Vista Boulevard (9 signals) – S. Los Altos Parkway to Eastbound I-80
- Sparks Boulevard (10 signals) – N. Los Altos Parkway to Greg Street/Veterans Parkway
- N. McCarran Boulevard (7 signals) – Sutro Street to Sullivan Lane
- Clear Acre Lane (4 signals) – N. McCarran Boulevard to Scottsdale Road
- Wells Avenue (8 signals) – E. 9th Street to Ryland Street
- Virginia Street (12 signals) – Vassar Street to Peckham Lane
- Plumb Lane (8 signals) – Hunter Lake Drive to Kirman Avenue
- Kietzke Lane (8 signals) – E. 2nd Street to Peckham Lane

# PRIORITIZING SAFETY FOR OUR COMMUNITY



Safety is a top priority for RTC. During 2020, the RTC completed these improvements to further the guiding principle of creating a safe and healthy community.

- 270 new pedestrian ramps
- 159 new ADA-accessible driveways
- 8.1 miles of new sidewalks
- 6 new crosswalk warning devices
- 5 new crosswalks
- 6 miles of new bike lanes

## RTC RECEIVES FHWA/FTA FEDERAL CERTIFICATION

Every four years, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) jointly review the metropolitan transportation planning process for those areas with areas with a population of more than 200,000 people. The certification review focuses on compliance with Federal regulations, challenges, successes, and experience of the cooperative relationship between Metropolitan Planning Organizations, the State Departments of Transportation, and public transportation operators in the conduct of the metropolitan transportation planning process. The review consists of a site visit, a review of planning products, and the preparation of a Certification Review Report.

The RTC's Metropolitan Planning Process was certified and no corrective actions need to be taken. The RTC received commendations for the quality of the 2040 Regional Transportation Plan, the quality of

its planning studies, the direct connection from studies to implementation, the use of MetroQuest for travel-demand analysis and use in the 2050 Regional Transportation Plan, the incorporation of complete streets initiatives within projects, outstanding public involvement process, and strong connections with the community.





# RTC RECEIVES \$23 MILLION BUILD GRANT FOR PYRAMID HIGHWAY

The RTC was honored to receive a \$23 million Better Utilizing Investment to Leverage Development (BUILD) grant from the U.S. Department of Transportation for the Pyramid Highway Project in September 2020.

With the rapid growth we are experiencing in the region and more than 50,000 cars per day traveling in this corridor, we are very pleased to receive the BUILD grant award for this project.

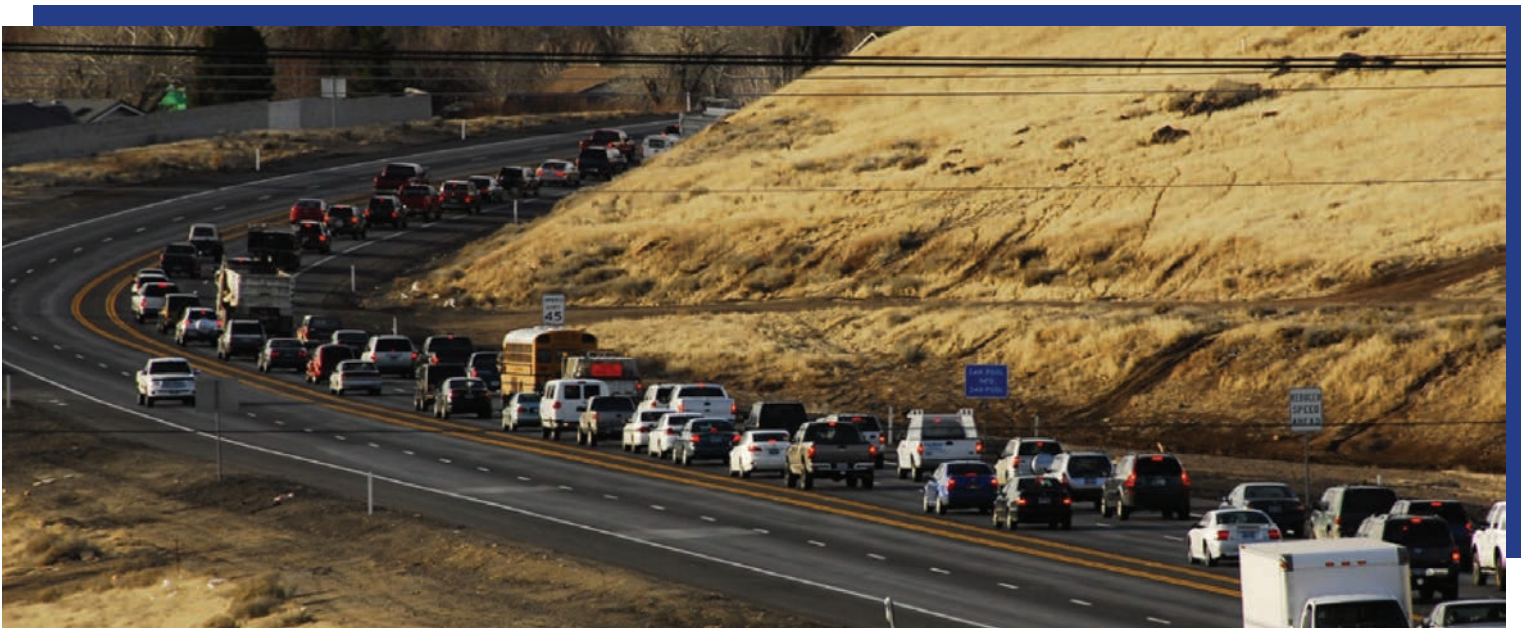
The project will improve safety and mobility in the corridor and widen approximately 2.4 miles of Pyramid Highway, approximately 1.6 miles from Queen Way to Los Altos Parkway from four-lanes to six-lanes and reconstructing approximately 0.75 miles of existing four-lane roadway from Los Altos Parkway to Golden View Drive. It also includes installation of smart traffic signals, widening the median, shoulders, bike lanes, sidewalks, and installation of enhanced drainage and storm water infrastructure.

The project will be delivered in cooperation with the Nevada Department of Transportation and the Federal Highway Administration, in collaboration with Washoe County, the City of Sparks, the Reno-Sparks Indian Colony, the Pyramid Lake Paiute Tribe, and other regional stakeholders.

This award, which was highly competitive at the national level, reflects the years of hard work that have gone into the planning, environmental analysis, community engagement, and design of this critically important project.

Our sincere thanks to the U.S. Department of Transportation, and our hard working Nevada Congressional leaders, Senator Cortez Masto, Senator Rosen, and Congressman Amodei for their support and leadership for investing in our local infrastructure to improve our region's transportation systems.

Construction on the project is anticipated to begin within the 2022-2024 time frame.



# RTC RECEIVES \$131,661 US DOT GRANT FOR TRANSIT INFRASTRUCTURE MONITORING

The RTC was honored to receive a \$131,661 research grant from the U.S. Department of Transportation's FTA as part of its Real-Time Transit Asset Management Program in December 2020.

The RTC will use the funding to collaborate with the University of Nevada, Reno, to demonstrate real-time transit infrastructure monitoring in the City of Reno. The monitoring system, which will use 3D imaging, cameras, and LiDAR, will assist the RTC in maintaining its transit system in a State of Good Repair.

This funding is critical to the RTC's innovation efforts as the transit agency in Washoe County. The RTC is grateful to the FTA for this grant award.

The RTC and the University plan to develop a digital model of RTC's transit assets in the City of Reno, such as bus stops, bus stations, and other transit infrastructure. Then, sensors will be placed on these assets and on RTC buses to track and identify potential maintenance and repair issues so they can be addressed right away. This demonstration will build on the existing strengths of the University of Nevada, Reno and the RTC, including the University's significant experience deploying advanced sensors for automated vehicles, as well

as the experience they have developed together deploying such advanced sensors on RTC buses since 2017. Leveraging this experience, the RTC and the University will create a technological template that transit agencies around the country can use to improve their infrastructure monitoring practices.

The RTC extends our sincere thanks to the U.S. Department of Transportation and our hard working Nevada Congressional leaders, Senator Cortez Masto, Senator Rosen, and Congressman Amodei, for their support and leadership for investing in our local infrastructure to improve our region's transportation systems.

Work on the project began in winter 2020.



# CARES ACT PROVIDES NEEDED TRANSIT FUNDING

RTC's public transit program is reliant on passenger fares and sales tax. Passenger ridership during the beginning of the pandemic was down by 63%, which meant the RTC was collecting significantly less in transit fares. CARES Act funding narrowed the gap.

Taken as a whole, the revenues that operate our local transit system have been, and likely will continue to be, substantially reduced. Without adequate revenues to support local transit, the only option available would have been to reduce service. A reduction in service would have impacted the

many members of our community by eliminating what is often their only means of transportation, reducing access to essential jobs and services. Additionally, it would have meant the loss of trained and qualified bus drivers, a critical part of our essential workforce.

Thanks to our federal partners, and the great leadership of Nevada's Congressional Delegation, a major financial crisis for our local public transit system may be avoided. RTC Washoe received a \$20.8 million grant from the CARES Act to offset revenue declines and allowing us to continue critical transit service at current levels.



*RTC Washoe used CARES Act funding for the following:*

- avoided service cuts while many systems across the country have slashed service
- continued full transit service and boost service where needed to promote social distancing
- moved forward with planned service upgrades
- delivered needed meals and prescriptions to ACCESS customers in partnership with Washoe County Senior Services and the Food Bank of Northern Nevada
- funded personal protective equipment (PPE) for transit personnel

It is foundational funding that is critically necessary to maintain our community's public transit system.

# RTC RECEIVES \$4M GRANT FROM US DOT FOR NEW HYBRID-POWERED BUSES

In 2020, the RTC received a \$4,080,000 grant from the United States Department of Transportation to upgrade its public bus fleet. This funding award helped the RTC purchase six new hybrid electric-diesel buses. The purchase of replacement buses will further the RTC's commitment to providing excellent and reliable transit service to our customers, promote regional mobility, and improve the region's air quality. The discretionary grant award represents the RTC's strategic investment to reduce energy consumption, emissions, and costs.

The RTC appreciates this grant from the U.S. Department of Transportation. This funding will go a long way to help the RTC achieve its goal of having an all alternative-fuel fleet by 2035. Demand for FTA's Grants for Buses and Bus Facilities Program far exceeded available funds, as FTA received 282 applications totaling approximately \$1.8 billion in funding requests, from 51 states

and territories. Project proposals were evaluated based on criteria outlined in the Notice of Funding Opportunity.

The Department of Transportation's Grants for Buses and Bus Facilities Program makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities.



## RTC RECEIVES US DOT GRANT FOR ROAD SAFETY INITIATIVE

The RTC received \$298,600 from the U.S. Department of Transportation's Safety Data Initiative Grant in 2020. The RTC's project will develop and deploy innovative data tools and information to improve roadway safety. The project, championed by partners University of Nevada, Reno, Texas Tech University and the U.S. Department of Transportation, will culminate in a national peer exchange to showcase the findings.

RTC and its partners will be able to automatically extract highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on area roadways, and use artificial

intelligence to create a dataset that would be incorporated into GIS software for roadway safety analysis and improve traffic safety to save lives. LiDAR technology detects the movement and velocity of distant objects using a pulsed laser to measure distances such as vehicles, pedestrians, and various other objects around it, enabling the evolution from driver assistance to fully autonomous vehicles.

The RTC is grateful to the U.S. Department of Transportation, Senator Cortez Masto, Senator Rosen, and Congressman Amodei for their support and advocacy to improve road and traffic safety for drivers and pedestrians.

# REGIONAL & COMMUNITY PARTNERSHIPS

## **Public Sector Partners**

City of Reno  
City of Reno Neighborhood Advisory Boards  
City of Reno Access Committee  
City of Reno Arts and Culture Commission  
City of Reno Senior Citizen Advisory Board  
City of Sparks  
Federal Highway Administration (FTA)  
Federal Highway Administration (FHWA)  
Nevada Department of Transportation (NDOT)  
Nevada Department of Public Safety  
Nevada Office of Traffic Safety  
Reno Tahoe Airport Authority  
Reno Sparks Indian Colony  
Reno Sparks Convention & Visitors Authority  
Safe Routes to School  
State Historic Preservation Office  
The Offices of the Nevada Congressional Delegation  
The Office of Nevada Governor Steve Sisolak  
Truckee Meadows Regional Planning Agency  
U.S. Army Corps of Engineers  
U.S. Department of Transportation (USDOT)  
University of Nevada, Reno  
Washoe County  
Washoe County Citizen Advisory Boards  
Washoe County Health District  
Washoe County School District  
Washoe County Senior Center

## **Private Sector Partners**

American Planning Association Nevada  
American Public Works Association Nevada  
American Society of Civil Engineers Nevada  
Atkins  
Atlantis Resort Hotel & Casino  
Granite Construction  
Brewery District Association  
C A Group, Inc.  
Cal Neva  
Construction Materials Engineers, Inc. (CME)  
Community Health Alliance  
Community Homeowner Associations  
Cumulus Media Group  
Dickson Realty  
Downtown Reno Partnership

EDAWN  
Food Bank of Northern Nevada  
Grand Sierra Resort  
Headway Transportation formerly Traffic Works  
Healthy Communities Washoe County  
HDR, Inc.  
Human Services Network  
Intelligent Transportation Systems  
ITE  
Jacobs Entertainment  
Kiwanis Service Organization  
Kimley Horn  
Keolis Transit  
KOLO 8 News Now  
Lamar Advertising  
Lawlor Events Center  
Lotus Radio  
Midtown Merchants Association  
Morrey Distributing  
MTM  
NAIOP  
NCE, Inc  
Nevada Electric Transportation Forum  
Nevada Governor's Council on Developmental Disabilities  
Nevada Veterans Memorial Plaza Foundation  
The Nugget  
Peppermill Hotel & Casino Resort  
Proterra, Inc.  
REMSA  
Reno Land Inc.  
Reno Media Group  
Reno Sparks Chamber of Commerce  
Renown Medical Center  
Rotary Club of Reno  
Sierra Nevada Construction  
Senior Coalition  
Spanish Springs Construction  
SPINN  
TRI Center Transportation Management Association  
Truckee Meadows Bicycle Alliance (TMBA)  
Vision Zero Truckee Meadows  
Washoe County Chronic Disease Coalition  
Wood Rodgers, Inc.  
Zero Fatalities

**Thank you to our partners for helping to make successful investments  
in transportation possible and improve our quality of life.**

# RTC 2020 PLANNING STUDIES

## **Bicycle, Pedestrian and Wheelchair Count Annual Report**

### **Approved April 2020**

RTC completed its sixth full year of the annual count program and published a report that 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. A portion of the program will also be dedicated to conducting before and after counts of projects that are implemented to better track the usage and benefits of new facilities.

## **Affordable Housing Study**

### **Approved April 2020**

This study identifies potential opportunities for RTC to support affordable housing in the region near transit stops. Affordable housing in close proximity to transit routes offers improved access to essential services and increases transit ridership. The study includes a market analysis and recommendation for three sites that were determined to feasibly support affordable housing and transit improvements.

## **University Area Transportation Study**

### **Approved June 2020**

This study evaluates current and future development plans within the gateway area of the UNR campus, and identifies potential connectivity, safety, and access improvements for multi-modal transportation on regional roads. The study incorporates the design and implementation of the Virginia Street Bus RAPID Transit Extension Project.

## **Lemmon Valley – Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study**

### **Study to be completed in 2021**

This study will evaluate 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 Study to be completed in 2021**

This study will examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County, and identify potential safety, air quality, and equity implications. It will also identify and evaluate potential advanced mobility design options for the area and provide 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. It addresses all modes of transportation, including walking, biking, transit, and driving.

## **Coordinated Human Services Transportation Plan - Approved December 2020**

The Coordinated Human Services Transportation Plan (CTP) was approved in December 2020, following an extensive virtual public outreach and community participation effort which began in May. The plan update brought together Washoe County human services agencies and transportation providers to provide input and deliver efficient, coordinated services to the region's senior citizens and persons with disabilities. Our thanks to the agency partners for their participation in developing the CTP. View the [plan here](#).

# SUPPORTING SAFE ROUTES TO SCHOOL

The RTC funds the full-time coordinator of the Safe Routes to Schools Program (SRTS) with the Washoe County School District and has recently added funding for a second non-officer coordinator. The overarching goal of SRTS is to reduce the number of vehicles within the vicinity of K-8 schools and through education and encouragement of students and parents, to increase the number of students commuting to and from school by walking or bicycling. Even with the pandemic and remote learning during the school year, the SRTS program and Vision Zero partners conducted the following efforts:

- SRTS participated in the Safety Video that City of Sparks produced about pedestrian safety for Vision Zero.
- The Washoe County School District and the SRTS program installed Safety Signs at the exit doors of middle and elementary schools, in partnership with Renown and NV Energy.
- In conjunction with the Vision Zero #Dusk2DawnNV campaign, Safe Routes to School sent out a Dusk2Dawn letter to the parents and schools.
- Renown donated funding for the jurisdictions to purchase and install six Rapid Response Flashing Beacons near schools. These were placed at –
  - Robb and Lancer at McQueen High School (Reno);
  - Ambassador and Avenida De Landa at Westergard Elementary School (Reno);
  - Silverada and Fantastic at Cannan Elementary School and High Desert Montessori (Reno);
  - Lincoln Way and 4th Street (Sparks);
  - Prater Way and 13th Street (Sparks); and
  - Highland Ranch Parkway and Donatello (Washoe County).
- Office of Traffic Safety funding was awarded for additional school enforcement.
- Washoe County Safe Routes to School Program shares safety information from [visionzerotruckeemeadows.com](https://www.visionzerotruckeemeadows.com) to parents district-wide.



# 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 2020, there was a 13% decrease in pedestrian fatalities in Washoe County, compared to 2019. Even though there was a decrease in vulnerable road user fatalities, the number of traffic fatalities in Washoe County increased by 42% with 51 deaths compared to 36 fatalities on Washoe County roadways in 2019.

## Washoe County Fatality Data

Year	Total Pedestrian Fatalities	Total Bicycle Fatalities	Total Roadway Fatalities
2020	13	0	51
2019	16	1	36
2018	13	1	44

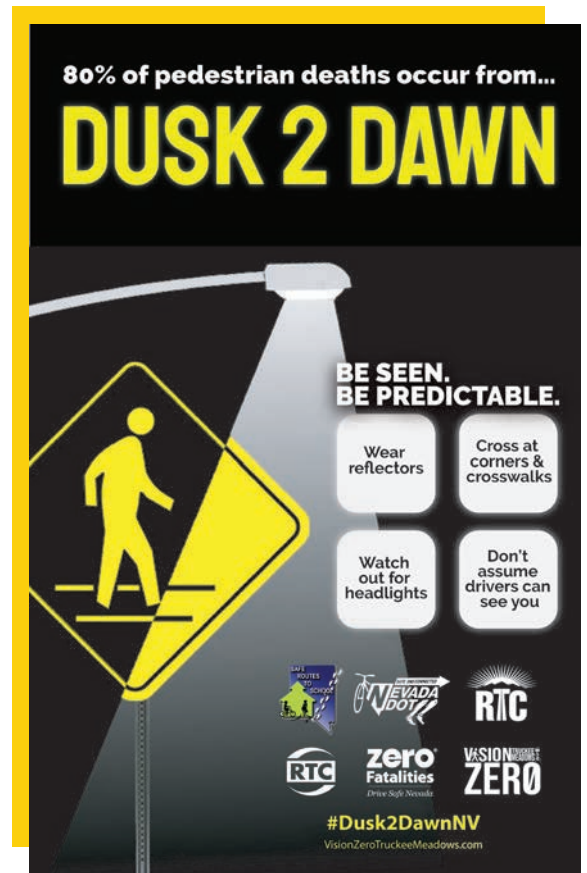
One of the major accomplishments of Vision Zero was the #Dusk2DawnNV campaign that launched in the fall of 2020. The purpose of the campaign was to remind the community to use extra caution as the time change approached since 80% of pedestrian fatalities in Nevada occur between dusk and dawn. This was a statewide campaign and Vision Zero partnered with area businesses to post #Dusk2DawnNV safety posters and distributed backpacks with reflectors and reflective wrist slappers. In turn, the businesses helped promote safe walking, bicycling and driving tips to customers and distributed the safety materials to the public. Safe Routes to School also encouraged safety for students walking and biking to and from school. This effort included the task force teaming up with the University of Nevada, Reno, cheerleaders, local mascots, including the Aces' Archie, Reno 1868 FC's Truckee, and Safe Routes to School's Safety Crayon to release a video with important pedestrian safety tips.





The community is encouraged to visit [VisionZeroTruckeeMeadows.com](http://VisionZeroTruckeeMeadows.com) to learn more and read the Vision Zero Action Plan. The website contains important safety information and provides a place to report areas of our community that need improvements, or where there are near misses.

By partnering together to make roads and sidewalks safer for pedestrians, we make our roads safer for everyone, including bicyclists, drivers, and individuals with disabilities.



# ZERO FATALITIES BY 2030 IS OUR GOAL

## TASK FORCE MEMBERS

The multi-jurisdictional Task Force is comprised of staff members from the:

- Regional Transportation Commission (RTC) of Washoe County
- City of Reno
- Reno Police Department
- City of Sparks
- Washoe County
- Federal Highway Administration (FHWA Nevada Division)
- Nevada Department of Transportation
- Office of Traffic Safety
- Reno Bike Project
- Truckee Meadows Bicycle Alliance (TMBA)
- Regional Emergency Medical Services Authority (REMSA)
- Reno & Sparks Chamber of Commerce
- Renown Hospital Trauma Center
- Safe Kids Coalition
- University of Nevada, Reno (UNR)
- University of Nevada, Las Vegas (UNLV)
- Washoe County School District
- Washoe County Sheriff's Office
- Members of the public

# RTC PUBLIC TRANSPORTATION & OPERATIONS

The RTC operates public transit in the metropolitan Reno-Sparks area, offering residents and visitors safe and reliable bus and paratransit service. We are proud of our commitment to serve our riders with quality public transportation services providing travel choices to meet the community's transportation needs.



**68**  
**BUSES IN  
THE RTC  
RIDE FLEET**



\*Ridership numbers declined in 2020 due to COVID-19. We are working to recover pre-COVID ridership.



**91.13%**  
**ON-TIME PERFORMANCE**

*Above peer agencies' average*

**45**  
**VANS IN**  
**RTC ACCESS**  
**FLEET**



**123,425\***  
**RIDES ON**  
**RTC ACCESS**

**26**  
**ROUTES**



**701,682\***  
**RIDES ON RTC**

*RAPID Lincoln & Route 11*

\*Ridership numbers declined in 2020 due to COVID-19. We are working to recover pre-COVID ridership.



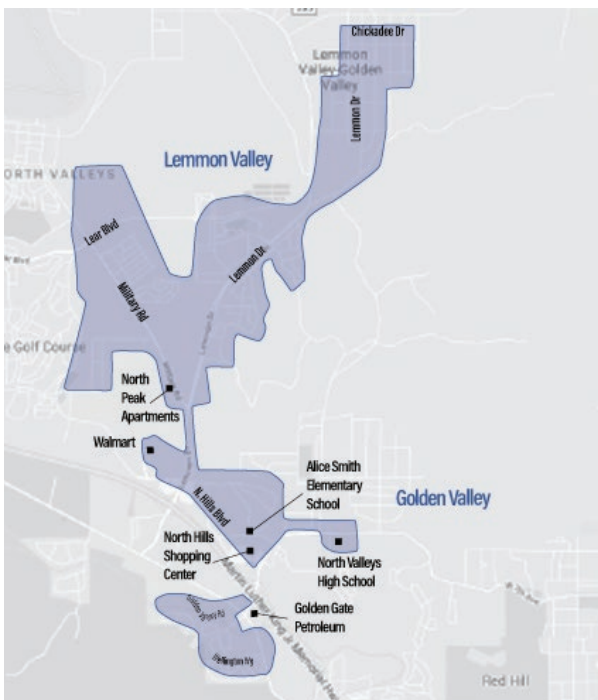
## NEW FLEXRIDE SERVICE LAUNCHED IN NORTH VALLEYS, SOMERSETT/VERDI, AND SPANISH SPRINGS

The RTC launched its new FlexRIDE transit service in the North Valleys in May 2020 and in Somerset/Verdi in October 2020. The RTC also expanded its Sparks FlexRIDE service to include Spanish Springs in October 2020. FlexRIDE is an on-demand, shared-ride public transit service that provides users with curbside-to-curbside service within each FlexRIDE zone.

These are outlying areas of our community that the RTC has not been able to serve before, due to funding constraints. But, with innovative solutions and vision from the RTC Board, we are now able to bring transit to more areas of our community, reaching more people, and expanding transportation choices in the region.

The RTC has also transitioned to a new, free FlexRIDE app, called RTC Washoe FlexRIDE, for all current service, that includes North Valleys FlexRIDE, and future FlexRIDE services.

Scheduling a FlexRIDE is done by using the RTC Washoe FlexRIDE app on your smartphone or tablet or by calling a dispatcher at (775) 335-0035. Rides can be scheduled at desired travel times, and the ride can be expected to arrive at the curbside closest to your location in 15 minutes or less. Fares are the same as the standard RTC RIDE fares, \$2 per ride or \$3 for a day pass. Reduced fares are the same as existing RTC RIDE reduced fares. Drivers do not accept cash. Only Token Transit or bus passes are accepted.

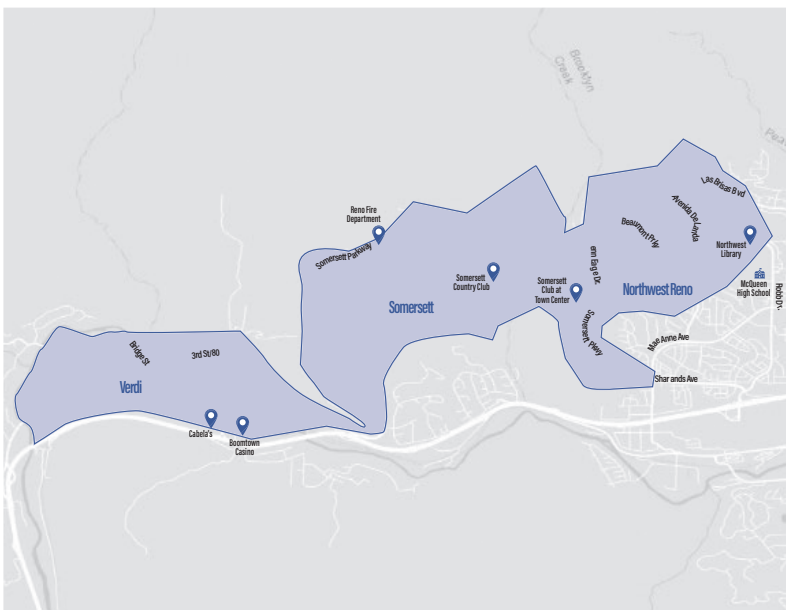
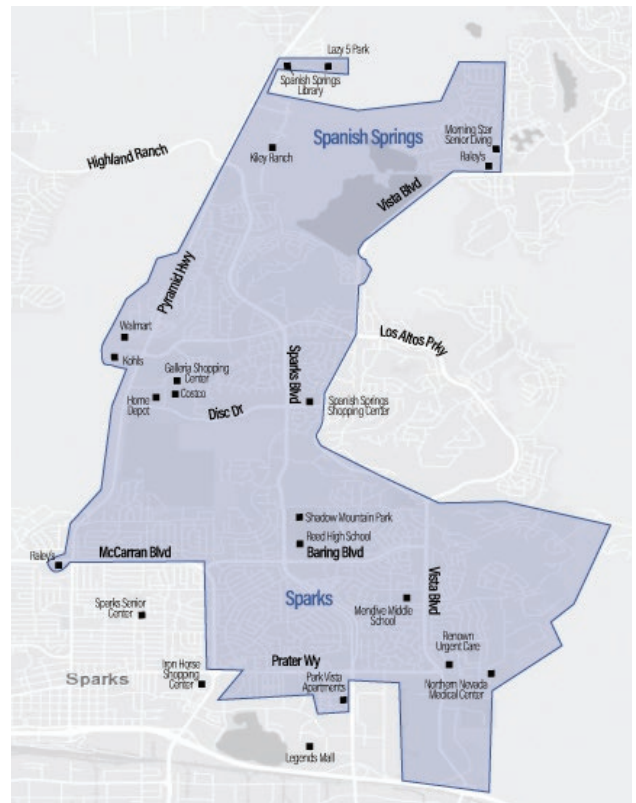


# Sparks-Spanish Springs FlexRIDE

**34,526 Rides**

The previous Sparks FlexRIDE service area was expanded to include a portion of Spanish Springs. The new area includes areas of Pyramid Highway, the Galleria Shopping Center, parts of Los Altos Parkway, Vista Boulevard, Kiley Ranch, and the Spanish Springs Library. Sparks FlexRIDE connects with RTC CENTENNIAL PLAZA so that passengers can connect with RTC's transit system.

Spanish Springs extension launched November 2020



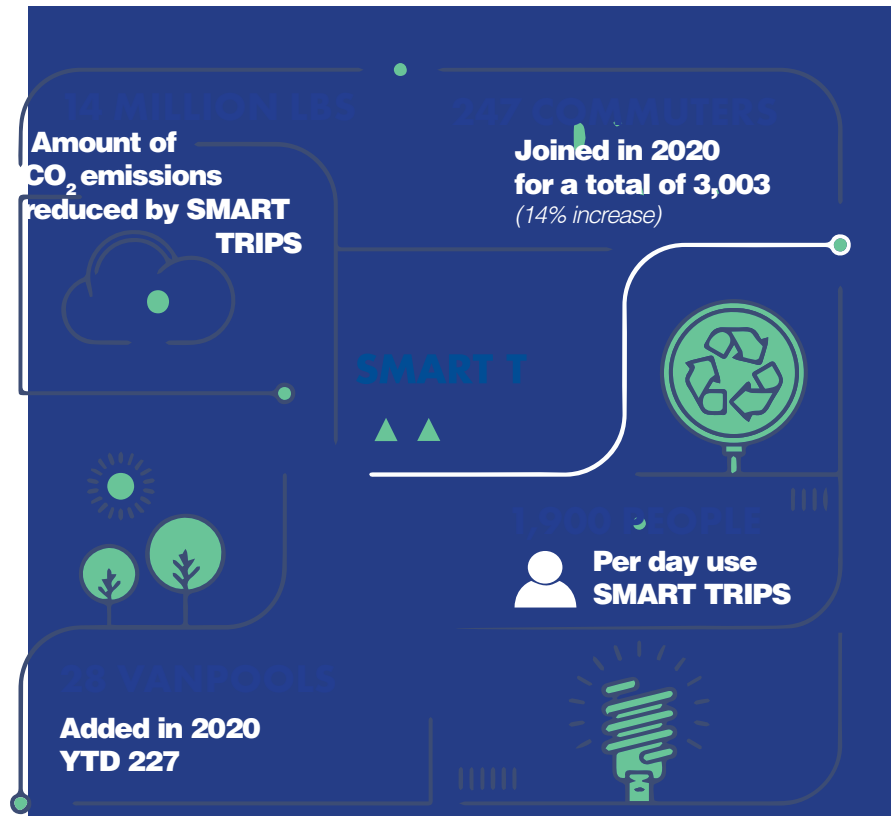
# Somerset/Verdi FlexRIDE

**89 Rides**

The Somerset FlexRIDE area includes parts of Verdi, including Bridge Street, Cabela's, and Boomtown Casino, along with a majority of the Somerset area, and including parts of Glen Eagle Drive, Avenida de Landa, Robb Drive, and Las Brisas Boulevard. Somerset FlexRIDE connects with RTC RIDE Route 4 so that FlexRIDE passengers can connect with RTC's transit system. Service area was launched November 2020.

# RTC SMART TRIPS

The RTC 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. The program grew from 199 VANPOOLS in 2019 to 227 in 2020.



*Employers in the region using the RTC VANPOOL service include Army National Guard, Battery Systems, eBay, FCI Herlong, High Desert Prison, Sierra Army Depot, Scougal Rubber Corp., Tesla, and Ritz Carlton.*



Download the RTC Smart Trips app! The app is designed to help locals and tourists navigate the different transportation options in our community using one convenient app.

The app is a product that operates at a high-level for visitors, but also offers user accounts for commuters. A visitor can get all the information from the app for getting around town, or up to and around Lake Tahoe without a car. They don't have to register or sign up to get the information they need. There is even a link to the airport so visitors can check their flights.

You can find your bus, buy the pass and see when the next bus is coming, all on the app. For locals, you can do everything on the app that you can on the website. There is a commute calendar for logging your trips and tracking your savings. Now you will be able to do everything on your smart phone.

The free app is available for iPhone and Android, search RTC Smart Trips in app stores.

Visit [rtcsmarthtrips.rideproweb.com](https://rtcsmarthtrips.rideproweb.com) for more information.

# CUSTOMER SERVICE



**546**  
Questions/Comments responded  
to via [rtcwashoe.com](http://rtcwashoe.com)

**21,352**  
Riders assisted by phone

**\$722,008**  
Pass Vending  
Machine Sales

## nextbus™

The RTC further enhanced its public transportation system by creating greater awareness of the NextBus app, which provides smart phone users with real-time bus arrival information. The same information may be received through several other methods as well:

- Text the bus stop number to 41411
- Call in the bus stop number to (775) 473-1065
- Go to [rtcwashoe.com](http://rtcwashoe.com)

Throughout 2020, the RTC added GPS coordinates to bus stop signs enhancing the public transit network and convenience to riders.



## TOKEN TRANSIT

Technology is making transit use more convenient. The Token Transit App has been very successful in reducing timely cash fares at the farebox, magnetic stripe passes and is being used by thousands of transit riders. Go to [tokentransit.com](http://tokentransit.com)



**83,143**  
Tickets Sold



**\$490,600**  
In sales



**8,534**  
Unique  
Customers



**550,314**  
Estimated  
Trips Taken

This year, RTC identified organizational key performance indicators (KPIs) to track effectiveness of operational strategies and published dashboards with customer-relevant data visualizations. These KPIs were selected to be focused on the public services that RTC provides. [The KPI dashboard is available now on the RTC website.](#)

# SOCIAL MEDIA



## FACEBOOK

Post Reach: 201,590  
Engagement: 24,294  
Number of Posts: 354  
Video Views: 26,876

## TWITTER

Impressions: 440,500  
New Followers: 281  
Mentions: 660  
Number of Tweets: 286



## INSTAGRAM

Total followers: 1,185  
Posts & Stories: 173  
Post reach: 19,270  
Post likes: 1,440  
Post comments: 66



## YOUTUBE

Hours of watch time: 1,222.8  
Videos: 73  
Views: 11,503  
New subscribers: 68



## MEDIA

271 Public meetings, presentations  
& other events  
149 Media interviews  
52 Road Ahead segments on KOLO  
78 Press releases





# RTC COMMUNITY ENGAGEMENT & OUTREACH

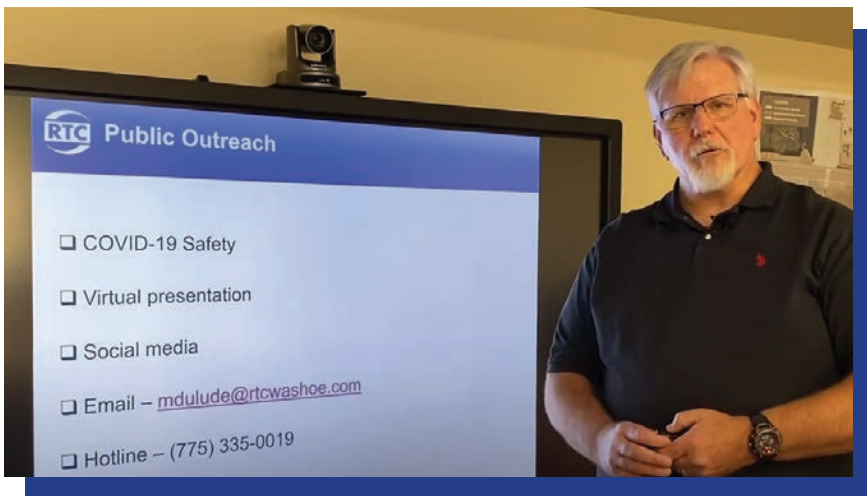
- St. Patrick's Day FREE Safe RIDE
- Election Day and Primary Election Day Free Transit
- Veterans Day Free Transit
- Stuff A Bus for Seniors
- Stuff A Bus Holiday Food Drive
- Stuff A Bus for Children in Care
- Washoe Senior Ride Outreach at Vintage Hills Senior Housing
- WCSD Vision Impairment Services Outreach Travel Training
- Travel Training Outreach at Northern Nevada Adult Mental Health Services (NNAMHS)
- Sparks Senior Center Outreach Washoe Senior Ride, Travel Training, FlexRIDE and various senior programs offered to seniors
- Parkinson's Disease Support Group
- Senior Coalition Meeting
- Women of Washoe Meeting
- NV Health Response Statewide Coordination Meetings
- Washoe County Regional Information Center Meetings
- Swan Lake Recovery Stakeholders Meeting
- Reno + Sparks Chamber of Commerce Leadership Class
- EDAWN Board of Directors Meeting
- American Society of Civil Engineers Virtual Luncheon
- Walk to School Day
- International Right-Of-Way Association Members Meeting
- RTC ACCESS delivered food to seniors in partnership with the Food Bank of Northern Nevada



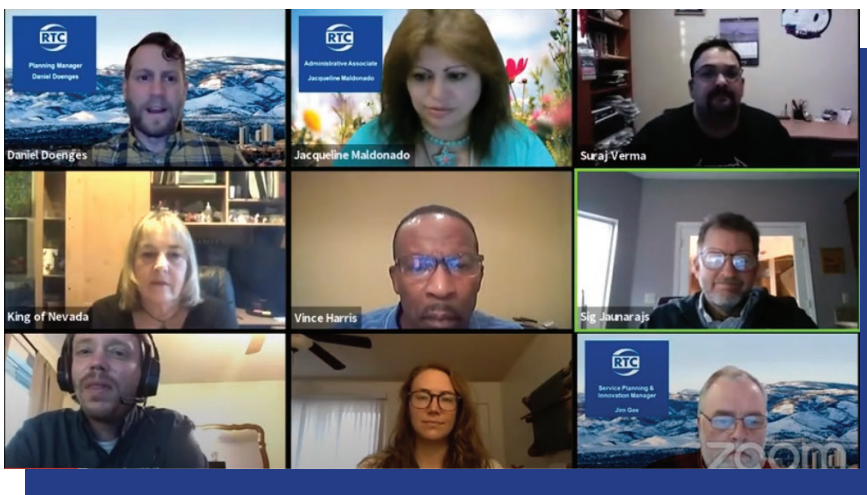
# INNOVATIVE OUTREACH DURING COVID-19



Virtual Public Meeting/Presentations



Virtual CMAC/TAC Meetings



The RTC remains committed to transparency and maintaining a robust and successful public-outreach program. Even though in-person meetings were on hold due to the pandemic, the RTC is continuing our outreach efforts and finding new ways to engage people in our community.

Virtual video meetings and presentations have proven to be very successful for RTC's outreach efforts during the pandemic. The RTC has been ahead of the curve on innovative outreach efforts and has plans to continue to use virtual outreach methods and practices post-pandemic to supplement our traditional methods.

All of our efforts are enhanced through the use of and distribution through RTC social media platforms. The RTC communications team continues to seek new and innovative techniques to deliver the outreach program, cultivating community engagement to broaden our reach to the public. In the near-term, the RTC will maintain these virtual efforts and looks forward to new opportunities and ways to implement new practices and methods.

## Here are ways to virtually engage with the RTC:

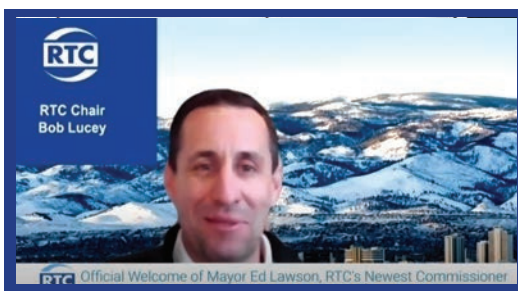
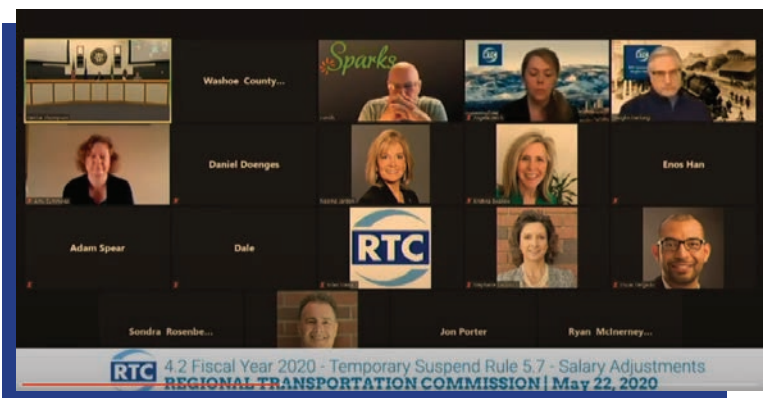
- Watch virtual meetings and presentations on our YouTube page
- Read RTC's monthly eNews
- Watch The Road Ahead with RTC on KOLO TV and YouTube
- Follow the RTC on Facebook, Twitter, and Instagram
- Read RTC-issued news releases online
- Engage with RTC through social media to receive information, ask questions, and provide comments about projects, studies, and transit services.



Virtual The Road Ahead Segments



Virtual RTC Board Meetings



# IN MEMORIAM OF FORMER RTC BOARD CHAIR MAYOR RON SMITH



Mayor Ron Smith served on the RTC Board of Commission from January 2009 through August 2020. Our community lost a great public servant on August 19, 2020, following an almost two-year battle with pancreatic cancer.

Mayor Smith was officially sworn in as the 25th Mayor of Sparks on November 13, 2018. He was elected to the Sparks City Council in November 2006 and was re-elected to four-year terms in 2008, 2012, and 2016. He served as Sparks Mayor Pro Tempore from 2012-2018.

As a longtime Sparks resident and Veteran from the United States Navy, Mayor Smith truly believed in making our community a better and safer place for future generations. A champion for transportation and infrastructure, he was a proponent of building major regional projects, including the Pyramid/McCarran Intersection Improvements, the SouthEast Connector, 4th Street/Prater Way Bus RAPID Transit, and the Virginia Street Bus RAPID Transit Extension, among others. He also advocated for transit services for our community as a whole, including unserved areas in the City of Sparks. Mayor Smith led the community effort to establish a Veterans memorial at the Sparks Marina, to honor all Nevada Veterans who made the ultimate sacrifice in service to our country.

We will remember him for his kindness and how deeply he cared for all of us. It is up to the rest of us to carry on his legacy of caring, visionary leadership, and commitment to honor his memory and his contributions. We will always be grateful for his public service and stewardship to our community.

# IN MEMORIAM OF RTC STAFF MEMBER DEBORAH HOLLIS

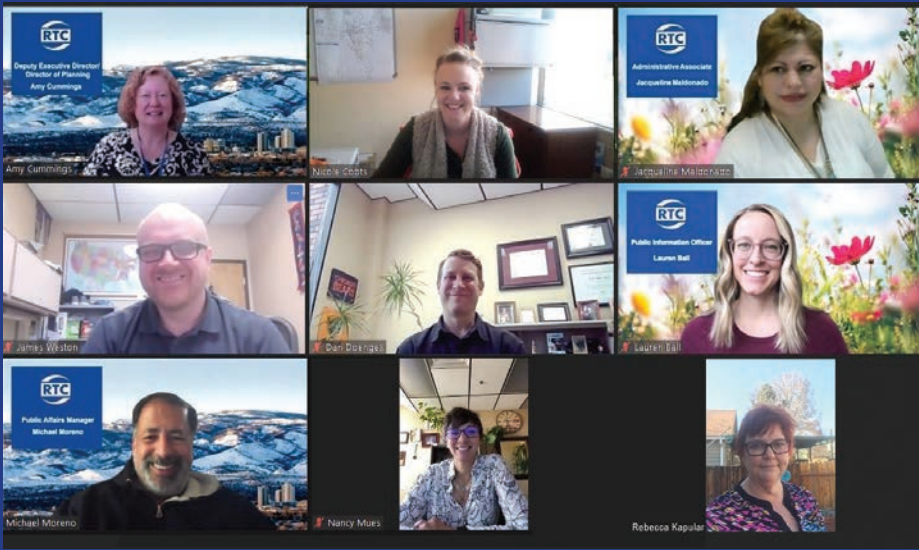


Our friend and coworker, Deborah Hollis passed away in October 2020. She joined the RTC in January 2003, as an Office Administrator in the marketing department. She transitioned from marketing to the engineering department, and then to the public transportation department. She was a thoughtful and caring individual who supported her coworkers throughout her tenure at the RTC. She was a conscientious employee, a mentor to her staff and others, and a great friend and good listener to those around her. We are grateful for her time in public service and commitment to the RTC, our community, and to all of us at the RTC who miss her smile, friendship, and strength of character.

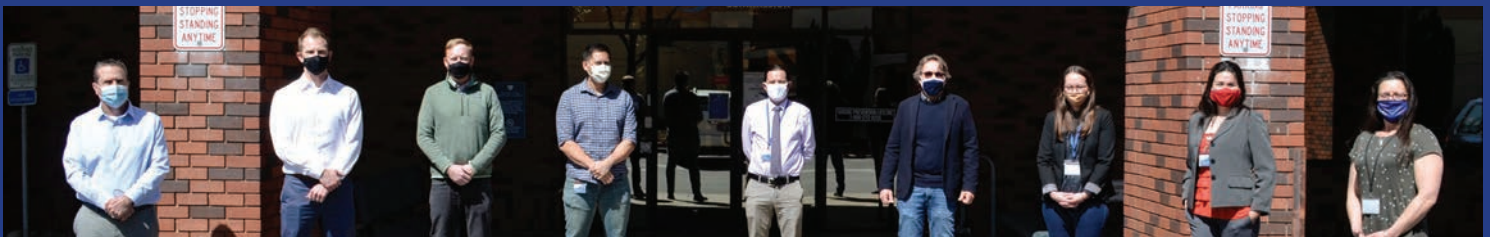
# THANK YOU TO THE RTC STAFF

A special thanks to RTC's Facilities Department Team and IT Department Team for their hard work to keep us going through the pandemic. The RTC's fantastic IT team helped make sure it was possible for RTC employees to work remotely by upgrading and troubleshooting technology. Without their hard work and dedication, RTC employees would not have been able to work safely from home. The RTC's incredible Facilities Maintenance team helped to keep our buildings safe, clean, and stocked with masks, sanitizer, and cleaning products during this time, which helped operations continue as normally as possible, and encouraged transit passengers to continue safely riding transit. Thank you for your dedication to our staff and our community.

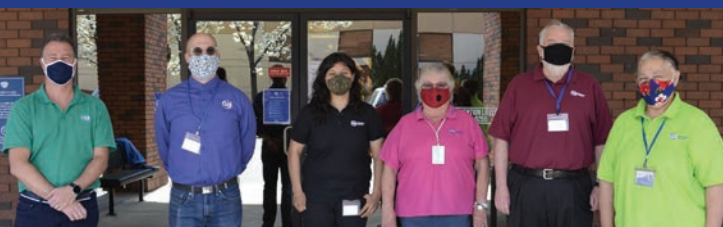




The pandemic did not stop loyal and dedicated RTC staff from continuing to work hard for our community.



Our tireless team made sure that business continued as usual, either by working remotely or working in the office, serving our community to improve the region's transportation systems.



Our appreciation and thanks to all RTC employees. They are a significant part of our team and Your RTC.



Staff not pictured: Adam Spear, Doug Maloy, Karin Copeland, Rob Reeder, and Blaine Petersen.

# 2020 PERFORMANCE MEASURES

## Safety

<b>RTP Goal:</b> Improve Safety	<b>Performance Measures:</b> Preventable transit crashes per 100,000 miles of service	<b>Performance Target:</b> 0	<b>2020 Performance Measure Status:</b> RTC RIDE 1.36 per 100,000 miles RTC ACCESS 0.84 per 100,000 miles	<b>2020 Performance Target Status:</b> Working towards goal
<b>RTP Goal:</b> Improve Safety	<b>Performance Measures:</b> Number of fatal crashes (5-year average)	<b>Performance Target:*</b> 8% annual reduction from previous year trend line (41 for year 2018)	<b>2020 Performance Measure Status: *</b> 42	<b>2020 Performance Target Status:</b> Working towards aspirational goal of Zero Fatalities
<b>RTP Goal:</b> Improve Safety	<b>Performance Measures:</b> Number of fatal crashes per 100 million VMT (5-year average)	<b>Performance Target:*</b> 1.11 for 2018 based on fatal crashes target	<b>2020 Performance Measure Status: *</b> 1.12	<b>2020 Performance Target Status:</b> Working towards aspirational goal of Zero Fatalities
<b>RTP Goal:</b> Improve Safety	<b>Performance Measures:</b> Number of serious injury crashes (5-year average)	<b>Performance Target:*</b> Maintain existing decreasing trend (157 for 2018)	<b>2020 Performance Measure Status: *</b> 157	<b>2020 Performance Target Status:</b> Met 2018 goal and working towards aspirational goal
<b>RTP Goal:</b> Improve Safety	<b>Performance Measures:</b> Number of serious-injury crashes per 100 million VMT (5-year average)	<b>Performance Target:</b> 4.24 based on serious injury crashes target	<b>2020 Performance Measure Status: *</b> 4.13	<b>2020 Performance Target Status:</b> Met 2018 goal and working towards aspirational goal

\* These performance measures are reported by NDOT for 2018.



The RTC’s aspirational vision is that zero fatalities on our region’s roadways is the only acceptable goal and RTC recognizes that reaching that goal will require time and significant effort by all stakeholders. The annual safety performance targets identified in this report represent an important step in working toward the ultimate goal of eliminating traffic-related deaths and serious injuries. The safety performance targets are considered interim-performance levels that make progress toward the long-term goal of zero fatalities. This approach is consistent with guidance from the U.S. Department of Transportation as well as states and metropolitan planning organizations (MPOs) across the nation, including the NDOT.

## Safety

<b>RTP Goal:</b>	<b>Performance Measures:</b>	<b>Performance Target:</b>	<b>2020 Performance Measure Status:*</b>	<b>2020 Performance Target Status:</b>
Improve Safety	Number of non-motorized fatalities (5-year average)	8% annual reduction from previous year trend line - (14 for 2018)	14	Met 2018 goal and working towards aspirational goal of Zero Fatalities
Improve Safety	Number of non-motorized serious injuries (5-year average)	Maintain existing decreasing trend (30 in 2018)	31	Met 2018 goal and working towards aspirational goal of Zero Fatalities
Improve Safety	Miles of bicycle lanes added & percent of Bicycle Pedestrian Master Plan completed	5 miles of new bike facilities per year	↑ 5.96 miles of bike lanes added	Working towards goal
Improve Safety	Miles of sidewalks added of enhanced & percent of ADA Transition Plan completed	3-7% of plan implemented per year	<ul style="list-style-type: none"> <li>• 5 New crosswalks ↓</li> <li>• 270 new pedestrian ramps ↑</li> <li>• 8.1 miles new sidewalk ↓</li> <li>• 6 new crosswalk warning devices ↓</li> <li>• 159 new accessible driveways ↑</li> </ul>	Working towards goal

# 2020 PERFORMANCE MEASURES

## Infrastructure Condition/ Transit State of Good Repair

<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Pavement condition index for Regional Roads	<b>Performance Target:</b> 80	<b>2020 Performance Measure Status:</b> ↑ 83	<b>2020 Performance Target Status:</b> Exceeded goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Preventive maintenance of transit rolling stock and facilities	<b>Performance Target:</b> 100% of transit preventive maintenance performed on time	<b>2020 Performance Measure Status:</b> 100% of preventive maintenance performed on time for RTC RIDE and RTC ACCESS	<b>2020 Performance Target Status:</b> Met goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Maintain industry standard vehicle life cycle	<b>Performance Target:</b> Varies per vehicle	<b>2020 Performance Measure Status:</b> Vehicle life cycle: Access paratransit vehicles = 7 years RIDE fixed route vehicles = 12 years.	<b>2020 Performance Target Status:</b> ACCESS paratransit met, 100% vehicles at less than 7 years useful life. RIDE fixed route not met. 83% vehicles at less than 12 years useful life.

The U.S. Department of Transportation performance-based planning requirements include monitoring the Level of Travel Time Reliability (LOTTR) and Truck Travel Time Reliability (TTTR).

TTTR ratio is determined by dividing the 95th percentile time by the normal time (50th percentile) for each segment. Then, the TTTR Index is generated by multiplying each segment's largest ratio from defined-time periods by its length, then dividing the sum of all length-weighted segments by the total length of Interstate.

LOTTR is defined as the ratio of the longer travel times (80th percentile) of a reporting segment to a "normal" travel time (50th percentile), using data from FHWA's National Performance Management Research Data Set (NPMRDS). Data are collected in 15-minute segments during all time periods between 6 a.m. and 8 p.m. The measures are the percent of person-miles traveled on the relevant National Highway System (NHS) areas that are reliable. Person-miles take into account the users of the NHS. Data to reflect the users can include bus, auto, and truck occupancy levels.

# Congestion Reduction

<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Percentage of person-miles traveled that are reliable on the Interstate System	<b>Performance Target:</b> 90%	<b>2020 Performance Measure Status:</b> ↑ 99.6%	<b>2020 Performance Target Status:</b> Met goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Percentage of person-miles traveled that are reliable on the Non-Interstate National Highway System (NHS)	<b>Performance Target:</b> 75%	<b>2020 Performance Measure Status:</b> ↑ 84.6%	<b>2020 Performance Target Status:</b> Met goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> TTTR Index	<b>Performance Target:</b> 1.5	<b>2020 Performance Measure Status:</b> ↑ TTTR Index = 1.24	<b>2020 Performance Target Status:</b> Met goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Transit passengers per service hour	<b>Performance Target:</b> 30 (ongoing)	<b>**2020 Performance Measure Status:</b> ↓ 20.4	<b>2020 Performance Target Status:</b> Working towards goal
<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Vehicle Miles Traveled (VMT) per person	<b>Performance Target:</b> Max of 27 VMT per person, per day	<b>2019 Performance Measure Status:</b> ↑ 23 VMT data is from NDOT's VMT report, one year delay - 2019	<b>2020 Performance Target Status:</b> Met goal

# 2020 PERFORMANCE MEASURES

## System Reliability

<b>RTP Goal:</b> Manage Existing Systems Efficiently	<b>Performance Measures:</b> Transit on-time performance for all trips operated	<b>Performance Target:</b> 90% transit on-time performance	<b>2020 Performance Measure Status:</b> ↓ 91.13%	<b>2020 Performance Target Status:</b> Exceeded goal
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## Environmental Sustainability

<b>RTP Goal:</b> Promote Healthy Communities & Sustainability	<b>Performance Measures:</b> Alternative mode share by corridor	<b>Performance Target:</b> 40% on Virginia Street & 4th Street/Prater Way by 2040	<b>** 2019 Performance Measure Status:</b> ↓ 22.4% on Virginia St ↑ 38.5% on 4th Street/Prater Way	<b>** 2019 Performance Target Status:</b> Working towards goal
<b>RTP Goal:</b> Integrate Land Use & Economic Development	<b>Performance Measures:</b> Alternative mode share in the transit service area	<b>Performance Target:</b> 15% by 2040	<b>** 2019 Performance Measure Status:</b> ↑ 12.9%	<b>** 2019 Performance Target Status:</b> Working towards goal

\*\* These measures will remain unchanged due to lack of count data during COVID.

<p><b>RTP Goal:</b> Integrate all types of Transportation</p>	<p><b>Performance Measures:</b> Fleet mix - alternative fueling technologies</p>	<p><b>Performance Target:</b> 100% alternative-fueled fleet or CNG fleet by 2035</p>	<p><b>2020 Performance Measure Status:</b> The RTC ACCESS fleet mix is 100% alternative fuel. (CNG and E85.) The RTC fleet mix breaks down as follows: Diesel - 12 Electric Diesel Hybrid- 33 Electric - 23</p>	<p><b>2020 Performance Target Status:</b> Working towards goal  2 electric buses received in 2020.</p>
<p><b>RTP Goal:</b> Integrate all types of Transportation</p>	<p><b>Performance Measures:</b> Auto emissions</p>	<p><b>Performance Target:</b> In Hydrographic Area #87, the 2020 Motor Vehicle Emission Budget (MVEB) for carbon monoxide (CO) is 172,670 lbs. /day; the 2020 MVEB for PM 10 is 6,088 lbs. /day.</p>	<p><b>2020 Performance Measure Status:</b> CO: 64,477 lbs. / day .  PM 10: 3,514 lbs. / day .</p>	<p><b>20 Performance Target Status:</b> Met Goal</p>



**RTC of Washoe County**

1105 Terminal Way  
Reno, Nevada  
(775) 348-0400

**RTC 4TH STREET STATION**

4th and Lake Streets  
Reno, Nevada  
(775) 348-RIDE

**RTC CENTENNIAL PLAZA**

Victorian Avenue and 15th Street  
Sparks, Nevada  
(775) 348-RIDE

**2020 Annual Report**  
**Your RTC. Our Community.**  
[rtcwashoe.com](http://rtcwashoe.com)





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 6.4**

From: Bill Thomas, AICP Executive Director

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**RECOMMENDED ACTION**

Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2021 (July 1, 2020 to June 30, 2021).

**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 2021 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 2020, 2019, 2018, and 2016; 1.4 in 2017, 2015, and 2014; and 1.3 in 2013.

The agency performance rating is a factor in adjusting compensation for staff. The RTC has 69 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 FY22 budget.

**PREVIOUS BOARD ACTION**

The Commissioners have approved the following agency rating scores in the past:

<b>Rating</b>	<b>Year</b>
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 2021 Agency Goals and Accomplishments



**COMPLETED FY2021 RTC AGENCY GOALS      NARRATIVE**

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✓ **Improve ADA Accessibility**

- |  |   |
|--|---|
| <p>a) Implement second phase of improvements to RTC facilities including bus stop improvements</p> | <ul style="list-style-type: none"> <li>• ADA improvements at CENTENNIAL PLAZA and 4TH STREET STATION completed</li> <li>• Completed 11 bus stop improvements</li> <li>• Bus Stop Improvement and Connectivity Program out to bid April 8, 2021</li> <li>• ADA Transition Plan was incorporated into 2050 RTP</li> </ul> |
|--|---|

✓ **Continue Safety Emphasis**

- |  |  |
|--|--|
| <p>a) Vision Zero/Driver &amp; pedestrian education and Safe Routes to School programs</p> | <ul style="list-style-type: none"> <li>• Bi-monthly Vision Zero meetings facilitated by RTC</li> <li>• Implemented “Dusk to Dawn” safety campaign</li> <li>• Coordinating with Vision Zero on grant for safety messaging on buses</li> <li>• Developing safety campaign (Lock Eyes, Save Lives)</li> <li>• Continued to fund and coordinate with Safe Routes to School</li> <li>• Signal timing project achieved 100% MUTCD compliance on pedestrian required minimum walk timing</li> </ul> |
| <p>b) Review of roadway/safety improvements</p>  | <ul style="list-style-type: none"> <li>• Safety is a key part of the RTP as well as individual project design</li> </ul>   |

✓ **Apply for Discretionary Grants to Support RTC Priorities**

- All grant applications are vetted in relation to RTC priorities
- Received the following federal competitive grants:
  - Pyramid Highway Project BUILD grant (\$23M)
  - Transit Infrastructure Monitoring grant (\$131,661)
  - Hybrid-electric Bus & Bus Facilities grant (\$4M)
  - Safety Data Initiative (\$298.6K)
  - American Rescue Plan (\$19.9M)

- Submitted the following:
  - Arlington Bridges RAISE grant
  - Hydrogen fuel cell (HFC) bus Low or No Emissions grant
  - Community Project Funding requests submitted for Arlington Bridges & HFC bus project

✓ **Project Development**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>a) Complete Virginia Street and open RAPID Extension to UNR</li> </ul>  | <ul style="list-style-type: none"> <li>• Project completed and revenue service started March 6, 2021</li> </ul>   |
| <ul style="list-style-type: none"> <li>b) Design/Construct Annual Pavement Preservation &amp; Rehabilitation Program</li> </ul>                                | <ul style="list-style-type: none"> <li>• Estimated Total Project Savings \$28.8M</li> <li>• Completed preventative preservation projects at:           <ul style="list-style-type: none"> <li>○ Lakeside Drive</li> <li>○ East Greg Street</li> <li>○ East Prater Way</li> <li>○ Kuenzli Lane</li> </ul> </li> </ul>            |
| <ul style="list-style-type: none"> <li>c) Complete Lemmon Drive project Segment 1 design and Segment 2 alternatives analysis and preliminary design</li> </ul> | <ul style="list-style-type: none"> <li>• Lemmon Drive project Segment 1 design completed</li> <li>• Segment 1 construction out to bid April 6, 2021</li> <li>• Segment 2 planning continues as the preferred alternative is being evaluated</li> </ul>  |
| <ul style="list-style-type: none"> <li>d) Transfer Veterans Parkway (Southeast Connector) to local government entities</li> </ul>                              | <ul style="list-style-type: none"> <li>• With the Granite v. RTC - Stipulation for Dismissal With Prejudice issued December 18, 2020, the Southeast Connector project is now complete</li> <li>• Right-of-way transfers happened between April and September 2020 to Washoe County, City of Sparks, and City of Reno</li> </ul> |
| <ul style="list-style-type: none"> <li>e) Initiate construction Oddie/Wells multimodal projects</li> </ul>   | <ul style="list-style-type: none"> <li>• On schedule and on budget</li> <li>• Design completed</li> <li>• Bid opening scheduled May 26, 2021</li> <li>• Construction will be initiated in July 2021</li> </ul>  |
| <ul style="list-style-type: none"> <li>f) Complete Arlington Bridges alternatives analysis</li> </ul>  | <ul style="list-style-type: none"> <li>• The Arlington Bridges alternatives analysis has been presented to both the RTC Board of Commissioners and the City of Reno</li> </ul>  |

- g) Construct Package 2 ADA Access Transit & Pedestrian Connectivity project
- h) Advance preliminary engineering and NEPA on Sparks Blvd Widening Project
- Congressman Amodei identified as a Member Designated Project and requested funding
- Project will be advertised for construction April 2021
- On schedule and on budget
- Early action phase of the project is scheduled to begin construction summer 2022
- ✓ **Adopt 2050 Regional Transportation Plan**
  - a) Identify future projects within UNR Gateway based on RTC University Area Transportation Study
  - b) Update Congestion Management Process consistent with MPO Certification Review recommendations
  - Adopted by RTC Board and approved by FHWA/FTA
  - UNR area projects are included in the adopted 2050 RTP
  - Congestion Management Process updated consistent with MPO Certification Review recommendations
- ✓ **Expansion of FlexRIDE Pilots to Spanish Springs & Somerset/Verdi**
  - FlexRIDE was expanded to Spanish Springs & Somerset/Verdi October 24, 2020
  - FlexRIDE Incline/Sand Harbor service is set to begin Memorial Day Weekend 2021
- ✓ **Restore RTC RIDE ridership to Pre-Covid-19 levels**
  - Two new marketing campaigns have been released
  - Ridership increase efforts continue
- ✓ **Implement the BRT Operation to UNR on Virginia Street**
  - Revenue service started March 6, 2021
  - Early! Scheduled to be open August 31, 2022
- ✓ **Continued Downtown Reno Partnership coordination and operations**
  - Support continued for FY21
- ✓ **Continue sustainability planning and monitoring**
  - The Sustainability & Climate Action was incorporated into the 2050 RTP
  - Reporting related to the APTA sustainability commitment is continuing

- a) Participate in SCR3 legislative matters
- Electric bus program continues to reduce emissions - 2 electric buses and 17 electric/diesel hybrid buses were added to the RTC fleet  
Staff submitted earmark requests for hydrogen fuel cell buses and Arlington Bridges; LowNo FTA grant application (HFC)
  - Funding support of Smart Trips program continues
  - State Lobbyist presented to the Board on this topic at their December 2020 meeting
  - Staff has also participated in a number of listening sessions with State agencies
- ✓ **Continue cost controls & maintain fiscal solvency**
    - FY 2020 Comprehensive Annual Financial Report completed with no findings
    - FY 2021 Annual Budget completed with no augmentations required
    - The bond reserve investment report went to the Board at their February 2021 meeting and will continue to be presented in the future on an annual basis
- ✓ **Implement facilities projects**
    - a) Begin RTC Terminal Way multiple purpose room design
    - b) Modernization of Terminal Way elevators
    - Design for RTC Terminal Way multiple purpose room has been completed
    - Elevator design has been completed
    - This project is expected to go out to bid in June 2021
- ✓ **Continue NDOT Collaboration**
    - a) SBX & US 395 North Projects
      - 2050 RTP incorporates Spaghetti Bowl and US 395 projects
      - NDOT partnership on delivery of Pyramid Highway Project and Lemmon Drive DDI ongoing
      - RTC staff participating in Mt Rose Hwy study led by NDOT
      - NDOT funding McCarran study to be led by RTC



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**MEETING DATE:** May 21, 2021

**AGENDA ITEM 7.1**

From: Bill Thomas, Executive Director

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Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



**REGIONAL TRANSPORTATION COMMISSION**

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**MEETING DATE:** May 21, 2021

**AGENDA ITEM 7.2**

From: Bill Thomas, Executive Director

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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 21, 2021 Board of Commissioners Meeting  
Prepared May 14, 2021**

**TRAVEL Act**

RTC endorsed the Transportation Resources Adding Vital Economic Longevity (TRAVEL) Act, recently introduced by Senator Cortez Masto. According to the Senator's press release, "This legislation was developed with the U.S. Travel Association and Nevada stakeholders to meaningfully support various high-priority transportation challenges like the Interstate 15 and 80 corridors, the loop at Lake Tahoe, and the construction of Interstate 11."

The TRAVEL Act has the potential to benefit the Reno-Sparks area as well as the Lake Tahoe Basin in Northern Nevada by bringing much needed resources for transportation projects that facilitate the movement of both freight and tourists.

**Member Designated Projects**

RTC submitted member designated project funding requests to Congressman Amodei for the Arlington Avenue Bridges and Hydrogen Fuel Cell Bus projects. For each project RTC requested congressional funding in the amount of \$6 million. Congressman Amodei approved and submitted the requests to the House Transportation and Infrastructure Committee for consideration in the surface transportation reauthorization bill.

**Nomination Hearing**

The Senate Banking Committee held its nomination hearing of Nuria Fernandez to serve as Federal Transit Administrator. In Acting Administrator Fernandez's written testimony, she noted public transit's response to COVID and the opportunities ahead, by way of the American Jobs Plan, to make significant investments in transportation and infrastructure. She wrote, "I look forward to welcoming new technology and building upon FTA's decades of delivering reliable and equitable transportation."

Senator Cortez Masto asked the Acting Administrator about utilizing Capital Investment Grant project cost savings for the RTC's 4th Street and Virginia Street projects. Fernandez said, "I know they have already retained their share of the cost savings...If confirmed, I will commit to carefully considering such requests from the project sponsors."

Senator Cortez Masto also noted the need for flexibility to enhance coordination between MPOs, local land use agencies, and housing stakeholders, to work towards better housing and employment centers - bringing higher density housing into existing transit corridors. Fernandez expressed support for co-locating housing with transit. She noted the partnership with the U.S Department of Housing and Urban Development to "ensure that public transportation and affordable housing are integrated."

Ranking Member Toomey (R-PA), in his opening remarks, noted the considerable and superfluous funding to public transit made by Congress over the past year, and the partisan American Rescue Act, saying, "These systems are by definition local. They serve a city or maybe a metropolitan area. Should the local jurisdictions and states where these systems reside have any responsibility to pay for these systems? Evidently not, according to my colleagues."

Chairman Brown (D-OH) noted his interest in electric and hydrogen bus workforce development. Acting Administrator Fernandez expressed support for retraining and upskilling the workforce to ensure they are able to perform maintenance and manufacturing of related zero emission bus technologies, supporting recruitment and retention of this workforce.

## **State and Local Relief**

The U.S. Department of Treasury released its interim final rule on the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act. For transportation and infrastructure projects in particular, the Fund will permit the following:

1. The Interim Final Rule permits the transfer of Fiscal Recovery Funds to other constituent units of government, including "a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government."

The Interim Final Rule states that funds may be transferred to those not specifically identified in the statute; "to other constituent units of government (e.g., a county is able to transfer Fiscal Recovery Funds to a city, town, or school district within it) or to private entities."

2. The Coronavirus State and Local Fiscal Recovery Funds restricts the use of funds to costs incurred by December 31, 2024 for specific purposes, including to respond to workers performing essential work by providing premium pay to eligible state, local or tribal employees or by providing grants to eligible employers that have eligible workers. The interim final rule defines essential work, as reflected in the bill, and provides a list of industries recognized as essential critical infrastructure sectors - including transportation.
3. The Interim Final Rule establishes that costs associated with "COVID-19 response and prevention" encompasses "[e]mergency medical response expenses, including emergency medical transportation, related to COVID-19."

Separate from these funds is the Coronavirus Capital Projects Fund. The Capital Project Fund provides \$100 million to each State; remaining funds are distributed based on population, proportion of individuals in rural areas, and lower-income communities. According to the update posted today: "Treasury will begin to accept applications for review in the summer of 2021 and will issue guidance before that date."

## **House Appropriations**

The House Appropriations Transportation-HUD Subcommittee held a hearing on April 15<sup>th</sup> to discuss the FY 2022 Budget Request for U.S. DOT. The Secretary was not specific on funding line items in the budget, as not to get ahead of the announcement expected in May from the White House. After outlining the top-level funding requested for appropriations, Secretary Buttigieg said "the amount requested is only part of the Administration's vision for this moment," noting the Administration's American Jobs Plan. His opening testimony focused more on the American Jobs Plan than on the FY 2022 Budget Request, though the themes permeated the discussion of both - equity, addressing climate change, and workforce development.

House Appropriations Chairwoman DeLauro brought up the idea of an infrastructure bank and public-private partnerships. Secretary Buttigieg mentioned TIFIA, RRIF, and private activity bonds, speaking to mobilizing capital alongside traditional funding.

Following a line of questioning from Subcommittee Ranking Member Diaz-Balart (R-FL), the Secretary made a commitment to remain as transparent as practicable in the grant award process, as well as a commitment to remain equitable in distribution of funds and resources between rural and urban communities.

Congressman Quigley (D-IL) said some question building and rebuilding transit as we emerge from the pandemic. Secretary said, "In no way do we believe this points to a diminished need for transit..." He spoke to climate benefits, housing developments with "an eye toward transit," and continuing to transport essential workers.



## **Infrastructure Proposal**

A document from the U.S. Department of Transportation (U.S. DOT) was provided to Congress that provides a further breakdown of the funding dedicated to transportation in the President's American Jobs Plan, including but not limited to:

- \$25 billion - Zero emission transit vehicles
- \$55 billion - Transit State of Good Repair (maintenance of existing infrastructure)
- \$25 billion - Transit Expansion
- \$50 billion - "Fix it Right" road modernization
- \$5 billion - Transportation Alternatives
- \$8 billion - Highway Safety Improvement Program
- \$10 billion - Safe Streets for All Fund
- \$15 billion - Highways to Neighborhoods Program
- \$25 billion - Transformational Infrastructure Projects Fund
- \$5 billion - Expand BUILD program

## **Senate Banking**

The Senate Banking Committee held a hearing on "21st Century Communities: Public Transportation Infrastructure Investment and FAST Act Reauthorization." Witnesses included:

- Darryl Haley, CEO/General Manager, Southwest Ohio Regional Transit Authority/Metro
- John Samuelsen, International President, Transport Workers Union of America AFL-CIO
- Beth Osborne, Director, Transportation for America
- Baruch Feigenbaum, Senior Managing Director, Transportation Policy, Reason Foundation
- David Ditch, Research Associate, Grover M. Hermann Center for the Federal Budget, Heritage Foundation

Mr. Samuelsen's testimony focused on workforce development and labor impacts because of advancements in technology and mobility services. He said, "Technology is also altering our transit future as we adopt and implement low- and zero-emission vehicles, micro-mobility, vehicle and system automations, and many more innovations. It is essential that our elected officials ensure these changes and innovations benefit everyone by sustaining and creating millions of good, union jobs here in our country." TWU's testimony gives a strong indication of where labor stands on these issues (reauthorization, zero-emission vehicle manufacturing, autonomous vehicles, etc.)

Referencing a recent white paper produced by TWU, Samuelsen mentioned new and emerging technologies as it relates to workforce development and readiness. Furthermore, on electrification and zero-emission vehicles, Samuelsen said, "A large coalition of labor organizations, including the TWU, is poised to issue our principles on electrification."

Comments from Senators focused on both low or zero-emission vehicles procurement, as well as the related and supporting infrastructure. Darryl Haley emphasized that it is not just the cost of the bus, but also the infrastructure (garages and route charging) that need federal funding and support.

Mr. Haley's testimony echoed APTA's talking points and priorities for reauthorization; including a bill that is \$145 billion over six years; reestablish a 40-40-20 capital investment ratio among the CIG, State of Good Repair, and Buses and Bus Facilities program; and the creation of a new Mobility Innovation and Technology Initiative.

Also, a number of comments by witnesses and Senators, including Senator Menendez (D-NJ), were on the existing 80/20 split between highway and transit funding. Beth Osborne of Transportation for America has endorsed a 50/50 split among highway and transit investments: while not endorsing it explicitly, several Democratic Senator's asked questions on this issue.

**U.S. DOT Nominations**

The White House submitted its nomination to Congress for Nuria Fernandez to serve as Administrator of the Federal Transit Administration. Ms. Fernandez currently serves as Deputy and Acting Administrator. A nomination was also sent for Carlos Monje to serve as Under Secretary of Transportation for Policy, and Robert Hampshire for Assistant Secretary for Research and Technology at U.S. DOT.



**REGIONAL TRANSPORTATION COMMISSION**

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**MEETING DATE:** May 21, 2021

**AGENDA ITEM 7.3**

From: Kristina Swallow, Director NDOT

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Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*