



LOCATION:

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

DATE June 17, 2022
TIME 9:00 a.m.

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

I. The Washoe County Commission Chamber is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.

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

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

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

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

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the May 20, 2022, meeting (For Possible Action)

Reports

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

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

Planning Department

- 4.7 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2025 (*For Possible Action*):
- Vince Harris (reappointment)
 - Lindsey Costello (reappointment)
 - Benjamin Miller (reappointment)
 - Sue-Ting Chene
 - Michael May

Approve the RTC staff recommended appointments with partial terms to fill existing vacancies through June 2024 (*For Possible Action*):

- Dennis Colling
- Greg Newman

Approve the RTC staff recommended appointments as alternate members to the CMAC (*For Possible Action*):

- Phillip Mercurio
- Gustavo Gomez
- Damien Cole
- Alexander Drudi

- 4.8 Authorize a request for proposals for the South Virginia Street TOD Planning Study (*For Possible Action*)
- 4.9 Approve the FY 2023 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA) (*For Possible Action*)

Engineering Department

- 4.10 Acknowledge receipt of a report regarding the Arlington Avenue Bridges Replacement project (*For Possible Action*)
- 4.11 Approve a contract with Westwood Professional Services, Inc., for design services and optional engineering during construction for the Traffic Signal Modification (TSM) 23-01 project at various locations in the region, in an amount not-to-exceed \$238,715 (*For Possible Action*)
- 4.12 Approve the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program (*For Possible Action*)
- 4.13 Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$50,000 (*For Possible Action*)
- 4.14 Approve an Interlocal Cooperative Agreement with the City of Sparks for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$25,000 (*For Possible Action*)
- 4.15 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$250,000 (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.16 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2022, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust *(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 \$119,403 *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Acknowledge receipt of the RTC Strategic Roadmap for FY 2023 and provide input and direction regarding next steps *(For Possible Action)*
- 5.2 Approve the RTC Goals for Fiscal Year (FY) 2023 (July 1, 2022 to June 30, 2023) *(For Possible Action)*

6. REPORTS *(Informational Only)*

- 6.1 Executive Director Report
- 6.2 Federal Report
- 6.3 NDOT Report

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

8. PUBLIC COMMENT

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

9. ADJOURNMENT *(For Possible Action)*

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

May 20, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner (arr. 9:02)**

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

NOT PRESENT:

Neoma Jardon, Reno City Council Member, Chair

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

Item 1 SPECIAL RECOGNITIONS

Proclamation – May 15 – 21, 2022, is National Public Works Week

Executive Director Bill Thomas read into the record a proclamation declaring May 15-21, 2022, National Public Works Week.

Item 2 PUBLIC INPUT

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

Mr. Ryan McKinney, local resident, commented that RTC has done a good job of keeping most of the transit service going during Covid-19. He added that RTC staff is very communicative and have a real concern if there is an issue.

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

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.12 CONSENT ITEMS

Minutes

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

Reports

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

Planning Department

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

Engineering Department

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

Executive, Administrative and Finance Departments

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

On motion of Commissioner Lucey, seconded by Commissioner Delgado, which motion carried unanimously, Vice Chair Lawson ordered that Consent Items 4.1 through 4.12 be approved.

Item 5.1 thru 5.3 PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing on the FY 2023 RTC Final Budget; approve the FY 2023 RTC Final Budget (*For Possible Action*)**
- a. Staff presentation**
 - b. Public hearing**
 - c. Action**

Ms. Stephanie Haddock, RTC Director of Finance and CFO, addressed the Board to provide a presentation update on the Fiscal Year 2023 (FY 23) Final RTC Budget.

She first reviewed the budget process schedule, then gave an overview of the numbers for each of the RTC program revenues and expenses, ending fund balances, spending restrictions, reserves, projections, etc. Upon conclusion of the presentation, Ms. Haddock recognized her staff and offered to answer any questions.

Commissioner Lucey thanked Ms. Haddock for her many years of service, then said that quite often, he has to explain that the RTC's budget is much different than most other budgets because it is more capital based and not only service based. He is very pleased with this budget.

This item being a public hearing, Vice Chair Lawson opened the meeting to public input and called on anyone wishing to speak.

Mr. Ryan McKinney, local resident, suggested that with regard to the purchase of new electric buses, some sort of speaker be added to the front of them because they are so quiet. He also complimented Ms. Haddock on her budget and pointed out that she provided a perfect reason for the Washoe County fuel tax to remain as is.

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

On motion of Commissioner Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Vice Chair Lawson ordered that the RTC FY 2023 Final Budget be approved as presented.

- 5.2 Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) (*For Possible Action*)**
- a. Staff presentation**
 - b. Public hearing**
 - c. Action**

Mr. Dan Doenges, RTC Director of Planning, addressed the Board and explained that the RTIP is a federally required document for the MPO and is basically a 5-year plan. He then reviewed the projects included in this amendment as follow:

Grant Funding Added

- Washoe Fuel Cell Electric Bus and Infrastructure Development
- Arlington Avenue Bridges Replacement

RTC Transportation Alternatives Set-Aside Program Projects

- Urban Road and Plumas Street Sidewalk
- School Zone Flasher Project at Van Gorder Elementary
- Regional Trail Connectivity Project: Wingfield Hills Road
- WCSD Safe Routes To School (2 projects)

New Projects

- North Virginia Street Multimodal Project- Design
- Pyramid Hwy/Sparks Blvd Intersection Improvements - Design
- Sierra St Bridge Replacement - (NEPA)

Other Changes

- Schedule and budget updates
- Updates to project categories, descriptions, project managers

Mr. Doenges also reviewed the public comment process that was followed, then offered to answer any questions.

Commissioner Hartung said that he had hoped to see Eagle Canyon in the list of projects included in the amendment.

This item being a public hearing, Vice Chair Lawson opened the meeting to public input and called on anyone wishing to speak.

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

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Vice Chair Lawson ordered that a resolution approving Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) be adopted.

5.3 Conduct a public hearing on the update to the Public Participation Plan; approve the update to the Public Participation Plan (*For Possible Action*)

- a. Staff presentation**
- b. Public hearing**
- c. Action**

Ms. Rebecca Kapuler, RTC Sr. Planner, addressed the Board to say that the last Plan was adopted in 2017. Nothing was taken away from the prior plan but there were things added to it, such as an executive summary and Title 6 and ADA plans. Virtual meetings were also incorporated into the plan. Ms. Kapuler then explained the public comment process that was followed.

This item being a public hearing, Vice Chair Lawson opened the meeting to public input and called on anyone wishing to speak.

Ms. Dora Martinez asked if Title 6 was referring to the TOPS Plan because she is visually impaired and her document reader would not accept the document provided.

Ms. Kapuler explained that the Public Participation Plan is an overall plan and TOPS will be incorporated into the Plan.

Ms. Martinez said she has a concern that if FlexRIDE is implemented even more, ACCESS will not run door-to-door. She hopes that the ADA transit will not be eliminated with the elimination of specific routes.

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

On motion of Commissioner Hartung, seconded by Commissioner Lucey, which motion carried unanimously, Vice Chair Lawson ordered that the update to the Public Participation Plan be approved.

Item 6.1 thru 6.3 DISCUSSION ITEMS AND PRESENTATIONS

6.1 Acknowledge receipt of the 2021 RTC Annual Report (For Possible Action)

Mr. Dan Doenges, RTC Director of Planning, addressed the Board to explain that this report includes a number of accomplishments of the RTC for the prior calendar year. Then a video was shown which included those accomplishments.

Commissioner Lucey said that he thinks the items in the report are tremendous, especially the Oddie/Wells project and the connection and gentrification it will create. He is also very proud of all the bus stop improvements which make them now ADA compliant.

Commissioner Delgado also commented on the Oddie/Wells project and how it is creating great improvement for the residents along that corridor.

Commissioner Hartung complimented everything from Lemmon Drive to the Pyramid Highway, and especially the Oddie/Wells project. He also thanked staff for the FlexRIDE program and added that the enormous amount of rides taken from Spanish Springs, just in 2021, is fantastic.

Executive Director Thomas believes RTC staff is pretty humble and lets the work stand for itself, and a lot of what the RTC does is not known by the public. He thanked the commissioners for their trust, direction and commitment to the Board.

Vice Chair Lawson agreed about the Oddie Wells project and said his neighbors from that area are really excited about the project.

On motion of Commissioner Hartung, seconded by Commissioner Lucey, which motion carried unanimously, Vice Chair Lawson ordered that receipt of the 2021 RTC Annual Report be acknowledged.

6.2 Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (For Possible Action)

Vice Chair Lawson asked Commissioner Lucey if he would handle this particular item on his behalf.

Commissioner Lucey said that every year, the Board is asked to review the agency's overall performance from their perspective, which contributes 1/3 of the calculation used in the performance based "Pay for Performance" rating system used by the RTC and to the related compensation adjustments. The range is 0.6 – 1.5, with 1.5 being the highest rating. Historically, 1.3 – 1.5 has been given.

Commissioner Hartung believes a rating of 1.5 is appropriate.

Commissioner Lucey commented that every goal requested has been completed or is almost completed, including projects and public outreach during some challenging times. He also supports a 1.5.

Commissioner Delgado agrees with all the comments and supports a 1.5 rating.

Vice Chair Lawson also supported a 1.5 and asked for a motion.

On motion of Commissioner Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Vice Chair Lawson ordered that a performance rating of 1.5 be given for overall agency performance for FY 2022 (July 1, 2021 to June 30, 2022).

6.3 Review a report from the RTC's Director of Finance regarding the Fiscal Year 2023 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2022, as required by NRS 373.067 and WCC § 20.43416 (Informational Only)

Ms. Stephanie Haddock, RTC Director of Finance and CFO, addressed the Board and said that she will be presenting in conjunction with RTC Legal Counsel Adam Spear, and then handed it off to him.

Mr. Spear explained that this item is informational only as the tax increase itself is automatic and requires no action from the RTC Board or any other board or committee. He then addressed the questions that have come in from the public about changing the fuel tax. This tax is a function of previous voter approval, state statute and county code. This is a Washoe County tax and the RTC or its Board do not have the authority to change the tax. Washoe County is also very limited in its ability to effectuate any change to the fuel tax, mostly because they have outstanding bonds that are secured by the fuel tax. Bond holders were promised that the fuel tax would not be changed while the bonds are outstanding. He then offered to answer any questions.

Commissioner Hartung said the County continues to receive emails claiming that a temporary hiatus can be presented. The tax increase in July will be 1.89 cents per gallon. He then asked Mr. Spear if the RTC can ask Washoe County to put a temporary halt to the tax.

Mr. Spear said that based on his legal review, there is no ability for Washoe County to halt the fuel tax in any way at this time.

Commissioner Hartung said that the County attorneys have also researched it and have come up with the same results as Mr. Spear, but he wants it to be on the record.

Commissioner Lucey said that RTC-5 was passed by a vote of the people to support roadways in Washoe County by the indexing of the fuel tax. All of the fuel tax goes to roads. It is clearly outlined in NRS 373.067 that it cannot be halted, stopped or changed without legislative action and a signature of the Governor. Everyone understands the expense of fuel at this time and the difficulty that can cause, but the RTC Board and Washoe County Commission have no option to change it.

Vice Chair Lawson said he believes a special legislative session would be required to vote on this particular item to have it changed and he does not see that happening. Additionally, the state would have to overrule the action of the county, which he also does not see happening. Fuel goes up and it will come down eventually, but he feels everyone's pain.

Ms. Haddock explained that this tax was intended to offset the increases in the construction of roadways. It is determined based on a ten year rolling average of the Consumer Price Index, so the percentage increase for this year is 2.4% or 1.89 cents per gallon, effective July 1, 2022. There is currently \$305 million in outstanding bonds. She reiterated that all of the money is being put out to the public and creates jobs and finished roadways.

Commissioner Lucey added that the money is not only for new projects, but for maintenance of existing roadways.

Commissioner Hartung asked Mr. Spear what would happen if the bonds were impaired.

Mr. Spear said that is a question for Washoe County's counsel, but the County would most likely face adverse action from the bondholders.

This is an informational only item, so no action was required.

Items 7.1 thru 7.3 REPORTS

7.1 RTC Executive Director Report

E.D. Thomas spoke on the following topics:

1. RTC had an important retirement to announce on this date. It was RTC Director of Finance Stephanie Haddock's last day at the RTC. Stephanie started her 25-year career at the RTC on May 13, 1997, as a Finance Specialist 1 and was promoted to a Financial Analyst 2 in 1999. She was later reclassified to senior financial analyst in 2005.

Stephanie was promoted to Financial Manager in 2007 and then to Director of Finance/Chief Financial Officer in 2014. She has been critical in overseeing and leading audits, budgets, grants, financial reporting, bonding, accounts payable, accounts receivable, fixed assets, and payroll.

More recently, Stephanie took on the responsibility to lead the procurement team. Stephanie has also been a valuable contributor to the employee event committee. We will miss Stephanie and her wealth of institutional knowledge. He then thanked her for her public service and wished her the best in her retirement.

A brief video was then shown and upon conclusion, Ms. Haddock thanked everyone for her experiences at the RTC and the people who work for the RTC, and believes it is a great agency to work for.

2. Congratulations to RTC Engineer 2 Blaine Petersen for his 15-year RTC anniversary on June 18th.
3. E.D. Thomas acknowledge outgoing RTC Commissioner and Reno City Councilmember Oscar Delgado. Commissioner Delgado has been a tireless champion for transportation and safety for the community and his constituents. Not only did he help us flip the switch on a new traffic signal at the intersection of Veterans Parkway and Long Meadow Drive in Reno, but he recently helped kick off the Oddie Wells Multimodal Improvements Project that has been years in the making. He has been a critical part of this board, helping to make decisions that will shape our community for years to come. He thanked Commissioner Delgado for his service, adding that his will be big shoes to fill.

Commissioner Delgado thanked everyone for their professionalism and commitment, and said it's been an honor to be on this board.

4. The RTC would also like to take a moment to remember former RTC Commissioner David Humke who passed away earlier this month. Commissioner Humke served on the RTC Board from 2003-2011 and was the RTC Chair in 2007 and 2008. He supported the Moana Lane project, improving transit operations, and the SouthEast Connector project. He will be remembered for his honesty, being a quick study and his great, dry sense of humor. We thank him for his service to our community.
5. On Monday, May 23rd, NDOT will submit a FHWA INFRA Grant application, known statutorily as the Nationally Significant Freight and Highway Projects program, for the US 395 Phase 2 and the North Virginia Multimodal Improvements projects. If successful, the requested \$76.6 million dollars of grant funding will accelerate the proposed US 395 improvements between the Golden Valley Road Interchange and the Stead Blvd Interchange, as well as implement multimodal improvements along North Virginia Street from McCarran Boulevard and Panther Drive. He thanked NDOT staff and RTC staff for collaborating on a tight schedule to submit a competitive application. Selections will occur in the fall of 2022.

6. Lastly, he acknowledged and thanked our incredible community who really turned out for our seniors. May 19 was RTC's annual Stuff A Bus for Seniors event at the Sparks Target. The event was created in 2014 by RTC Chair Neoma Jardon. We hold the event in conjunction with Washoe County Human Services Agency, KOLO Cares and the Sparks Target. Thanks to our generous community, RTC was able to stuff the bus full of donations for our local seniors. The items that were received will be distributed to seniors in need by staff at the Washoe County Senior Center.

7.2 RTC Federal Report

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and did not feel there was any particular item that needed to be highlighted.

7.3 NDOT Director Report

NDOT Director Kristina Swallow gave a presentation on traffic safety, National Bike Month and Motorcycle Awareness Month; she provided updates on the State Advisory Working Group, the Spaghetti Bowl Express (SBX) project, the Mount Rose Corridor Study, and the Highway 28/431 project.

Upon Director Swallow's conclusion, Commissioners Lucey and Hartung discussed and/or requested matters on multiple NDOT projects or roadways.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

The commissioners each said their goodbyes to Ms. Haddock and wished her well in her retirement.

Item 9 PUBLIC INPUT

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

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:55 a.m.

ED LAWSON, Vice Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.2

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

PLANNING STUDIES

McCarran Boulevard Corridor Study

Dan Doenges, Project Manager

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

Status: Project Technical Advisory Meeting scheduled to go through virtual survey results and preliminary project recommendation development.

Verdi Area Multimodal Transportation Study

Xuan Wang, Project Manager

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

Status: Public outreach is ongoing to gather community input. A public meeting was held on 6/10 at a local coffee shop in Verdi.

ONGOING PROGRAMS

Bicycle and Pedestrian Planning

RTC Planning Staff

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

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

- *RTC is collaborating with City of Reno with the Micromobility Study.*

Development Review

Rebecca Kapuler, Project Manager

Website N/A

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

- Washoe County – 0
- City of Reno – 14
- City of Sparks – 0

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

Vision Zero Truckee Meadows

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

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities

Lauren Ball, Project Manager

Status: RTC staff conducted the following outreach activities from May 9 – June 17:

- May 9 Bonnie Weber's Older Americans Month Luncheon - FlexRIDE Presentation*
- May 10 Senior Citizens Advisory Committee - TOPS presentation*
- May 16 Steamboat Project Presentation - City of Reno Virtual Public Meeting*
- May 18 American Society of Adaptation Professionals (ASAP) - Oddie Wells Presentation*
- May 19 Stuff A Bus for Seniors at Sparks Target*
- May 19 Northern Nevada Facilities Managers Association - Presentation on RTC's Fleet Electrification and Facilities strategies*
- May 19 Fleet Pros (Fleet Managers Association) Presented on RTC's efforts on Fleet Electrification*
- May 20 Older Americans Month Presentation at Sparks Library - Transportation Options for Seniors*
- May 24 Safe Routes to School Outreach Table - Reed High School*
- June 1 RTC Technical Advisory Committee (TAC) Meeting*
- June 2 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting*
- June 2 Sage Ride School – Presented on Transportation Funding*
- June 10 Outlaw Coffee Shop Pop-Up Event - RTC Verdi Study Outreach*

Media Relations & Social Media

Lauren Ball, Project Manager

Status: The RTC issued five news releases and received 12 media inquiries regarding the new traffic signal at Beckwourth Drive and Golden Valley Road, the RTC's Citizens Multimodal Advisory Committee, the Steamboat Parkway Improvement Project public meeting, Stuff A Bus for Seniors, office hours and transit schedules on Memorial Day, traffic control changes for RTC's Sky Mountain Drive/Sky Valley Drive project, transportation planning for growth in the North Valleys, how inflation could impact future RTC construction projects, and more.

Social media was used to promote and provide information about the RTC Board Meeting, the RTC's Citizens Multimodal Advisory Committee, the Steamboat Parkway Improvement Project

public meeting, Stuff A Bus for Seniors, office hours and transit schedules on Memorial Day, traffic control changes for RTC's Sky Mountain Drive/Sky Valley Drive project, traffic control changes for the Oddie Wells Project, the Verdi Study, and more.

Social media metrics for the month of May: 37,859 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Lauren Ball, Project Manager

Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about Stuff A Bus for Seniors, the Sky Vista Project, Micromobility, and VANPOOL.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

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

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

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

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: Traffic signal is active. Final striping and slurry seal to take place in June/July pending City of Reno’s preventative maintenance project pavement repairs.</i>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com.
<p><i>Status: The South Phase (widening from four to six lanes from Greg Street to Lincoln Way) advertised for bids in late April. Only one bid was submitted and issues were identified within the plans and solicitation documents. The one bid received was rejected and the bid documents have been corrected and resolicited for bids. Construction is still anticipated to begin this summer. Construction is scheduled to be complete in early 2023. Work activities for the South Phase also included advancement of the acquisition of easements necessary for constructing this phase.</i></p> <p><i>Work during the last reporting period also included finalizing technical reports and documents associated with Environmental Assessment for the North Phase of the project. The fifty percent (50%) plans for the north segment have been reviewed by the project team and plans are advancing towards final design. RTC entered into an LPA agreement with NDOT for future use of programmed federal funds for construction of the projects.</i></p>	
Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<p><i>Status: The project team is developing ninety percent (90%) design plans. Construction is anticipated to start by the spring of 2023</i></p>	
Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<p><i>Status: Signal timing on Damonte Ranch Parkway is underway and anticipated to be complete this month.</i></p>	
Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/
<p><i>Status: The contractor is completing electrical and striping work at the improved pedestrian crossings.</i></p>	
Traffic Engineering (TE) Spot 10 – North	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-north-2/
<p><i>Status: Project is complete.</i></p>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: The construction bid opening was held on May 12, 2022. Sierra Nevada Construction is the apparent low bidder. It is anticipated that work will begin later in July.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting will begin construction of improvements this month.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: The construction bid opening was held on May 23, 2022. Titan Electrical Contracting is the apparent low bidder.</i>	

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

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: A separate project report has been prepared this month to provide a more detailed status update. The report can be found in the June 2022 consent agenda.</i>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager Dale Keller, Segment 2 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/ Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 1 - The team anticipates a full marathon weekend closure of the interchange June 24-26, 2022, for open grade application. The project is on budget and on schedule. RTC anticipates the project will achieve substantial completion in the middle of July 2022.</i>	

Segment 2 - The project team finalized the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) identified the Natural Berm Alignment as the Agency Endorsed Alternative. An Application for RAISE Grant was submitted in April.

Mill Street Widening (Kietzke Lane to Terminal Way)	
Dale Keller, Engineering Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The project team continues to progress on the Final Design. Geotechnical investigation and utility coordination continues.</i>	

Oddie Boulevard / Wells Avenue Improvement	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Construction started at the end of November 2021. During the first quarter of 2022, construction activities included underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by the third quarter of 2024. Roadwork and paving operations on Oddie Boulevard (Phase 1 section) is underway. The privacy screen on the north side of Phase 1 is being installed.</i>	

Sky Vista Parkway Widening Rehabilitation	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: The construction bid opening was held May 18, 2022. Spanish Springs Construction is the apparent low bidder.</i>	

Truckee River Shared Use Path	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The Reno Sparks Indian Colony (RSIC) has informed RTC they have not advanced right of way transfers necessary for the project, as such the required timeline for construction of the pathway to be incorporated into the SBX project has lapsed. As such, RTC has requested RSIC to continue with necessary right of way transfer work necessary for construction of the pathway and for NDOT to perform final design of the pathway.</i>	
<i>The completion of these two items will allow the project to be shovel ready once new construction funding is identified.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/

<i>Status: We are seeing the effects of inflation on this project. The design team is on hold as internal discussions regarding funding shortfalls continues.</i>	

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

Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The construction work is underway with Sierra Nevada Construction finishing curb, gutter, and sidewalk work along the first side of the upper segment of Kings Row between McCarran Boulevard and Apollo Way. Work has started on the other side of the road in this segment in advance of the remaining work to start in front of Washoe County School District (WCSD) once summer break starts.</i>	

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

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: Granite continues to complete the contract work for this complex project. The team has had to solve a number of construction conflicts, but the work continues on this important project. Work will continue through the summer with lane closures and construction zones.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: Construction of the right side of the roadway began earlier this month. Construction is anticipated to be complete late July/early August 2022.</i>	

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

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: The preliminary design of the project is underway. The site layout concept is being refined to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

Peppermill BRT Station	
Jeff Wilbrecht, Project Manager	
<i>Status: The design consultant, Kimley-Horn Associates, Inc., is finalizing design plans and preparing bid documents. Temporary construction easements necessary for the project have been secured. A boundary line adjustment is being prepared to account for the BRT structure to be located on a single parcel that will be transferred to City of Reno public right of way upon completion of the project.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Peckham Lane Rehabilitation Project	First Interstate Bank Nevada	\$2,977.00	\$0
Peckham Lane Rehabilitation Project	Golden Road Motor Inn, Inc.	\$32,980.00	\$0
Sparks Boulevard Capacity Improvement Project	SREIT 1550 Greg Street, L.L.C.	\$9,670.00	\$0

CONTRACTS UP TO \$100,000

Nevada Environmental Consulting, LLC, in the not-to-exceed amount of \$10,000 for work associated with the USACE 404 permit compliance for the Southeast Connector Phase 2 wetland complex.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights

1st Floor Terminal Remodel – The Multipurpose/Great Room and the adjoining space is nearing completion with the drywall completed and painting underway. The last major HVAC unit was installed earlier this month. The first elevator is nearly complete (but the interior finishes have been delayed due to supply issues) and the second elevator overhaul began the week of June 6. The new elevator shafts have arrived and are expected to be installed by the end of June. Some of the audiovisual components remain on back order and the project is expected to be substantially completed by late July with a few component pieces remaining to be installed in August.



Transit Optimization Plan Strategies (TOPS) Update - As a result of feedback from the community and the RTC Board, the TOPS study is recommending a suite of changes and improvements to the public transit system. If approved by the RTC Board in July, changes could start as early as September 2022 and will be fully implemented over the next five years. The TOPS study is recommending changes to over eighty percent (80%) of regular local routes. The study is also proposing to add two new routes by discontinuing three routes and adding two new FlexRIDE zones in West Reno and South Meadows – Damonte Ranch. As of June 3, RTC has received over 700 survey responses with a majority of passengers agreeing or strongly agreeing with the proposed changes on every route.

RTC RIDE Key Highlights – May

- Keolis' GM, Phil Pumphrey attended the American Public Transit Association “mobility” conference in Columbus, Ohio the first week of May.
- Stephanie Hartgrove joined Keolis as their new Asst. Training and Safety Manager
- Keolis hired a new corporate level Labor Relations Director, Larry Irwin, based out of Reno, Nevada.
- Staff Training held on Incident/Accident Reporting and the basics of the RTC contract concerning operations.

- Full service was effective May 7th.
- Released 4 trainees to operations for revenue service.
- Safety Meeting topics included: Driver Complaints, Schedule Adherence, Shared Stops, Zonar 2010 Re-training, Active Assailant Training, and Accident & Incident Patterns.
- The Safety and Training Dept. trained 2 new “Behind the Wheel” (BTW) drivers that will specialize in the “skills” portion of driver training. Currently, there are 13 BTW Skills and Revenue Trainers.
- The Maintenance Department received new parts and training on bus alignment systems.
- The Maintenance and Utility departments enjoyed a hot dog lunch compliments of their managers as a show of appreciation.
- Several members of the Keolis staff enjoyed an afternoon with RTC and other key political figures, including a meet and greet with Senator Catherine Cortez-Masto.
- Keolis participated in the KOLO Cares “Stuff A Bus for Seniors” event on May 19th, donating a van full of new clothing, cleaning supplies, paper products and adult hygiene supplies to this very important event.
- HR conducted a 3.5 hour orientation with new hires covering policies, procedures, payroll, harassment, and attendance.
- HR did weekly walk-throughs in the Maintenance Department to speak with mechanics.
- Weekly, the HR Manager spent time in the operator breakroom at Villanova getting to know the drivers.



Keolis represented staffing headcount as of May 27, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	16	Ongoing
Coach Operators	152	11
Dispatchers	5	0
Road Supervisors	5	1
Mechanic A	5	1
Mechanic B	3	0
Mechanic C	4	1
EV Technician	1	0
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – May

Safety

Accidents: 2
 Injuries: 0
 YTD Preventable Accident Count: 5
 YTD Injury Count: 3

May Safety Blitz - School's Out!

May 2022 Safety Meeting

- Bicycles, Motorbikes, and Pedestrians.
- TSA Video “The Mark”
- Reviewed iDrive trends and trained on each

Recruitment/Staffing Update

- 1 new hire started 5/9/2022
- 2 new hires resigned during training

MTM represented staffing headcount as of May 27, 2022:

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



In RENO, NV

We have been filling this board, dedicating our “SAFE SUMMER” to all the school age kids we know, family, friends, and neighbors. We trust the health and lives of our kids to complete strangers whenever they are out at the park, walking, hanging out at the mall (do they still do that?). We need to drive like it is our kids on the street, and these dedications helps put some skin in the game, by reminding us that they are out there too.



We had some reminders of our youth on display, with not so subtle safety messages attached.

In Reno, food is always served with a safety blitz.



Today is a bagged lunch, with a sticky note to remind us of the message.

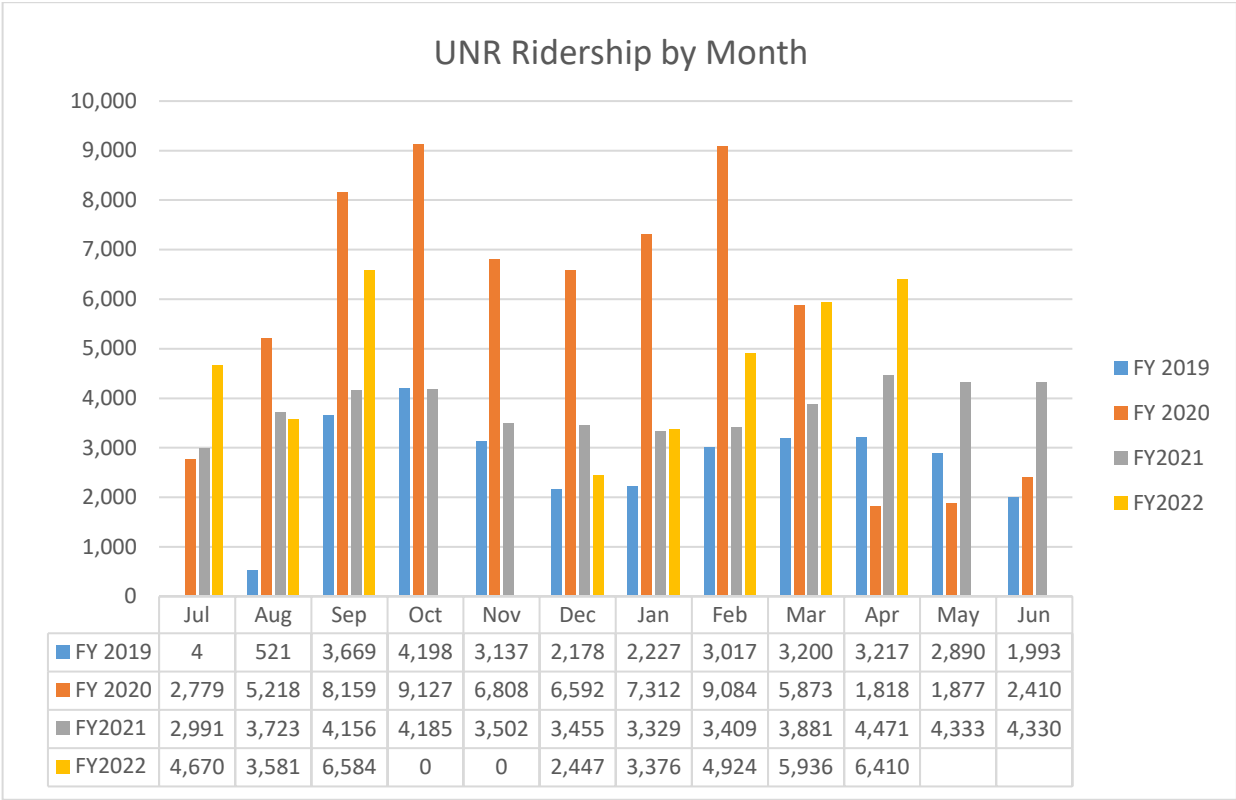


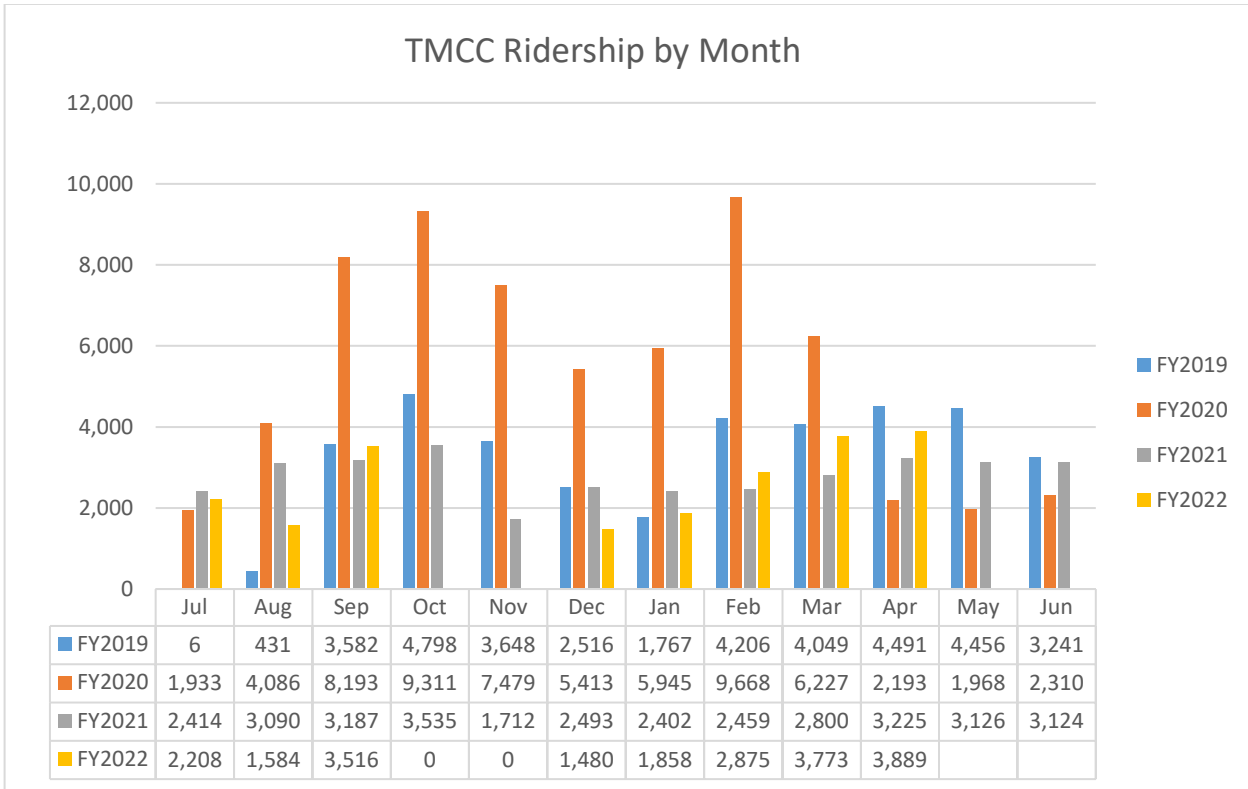
And the bagged lunch is served with a smile from the leadership team.



TRANSIT DEMAND MANAGEMENT (TDM) Update

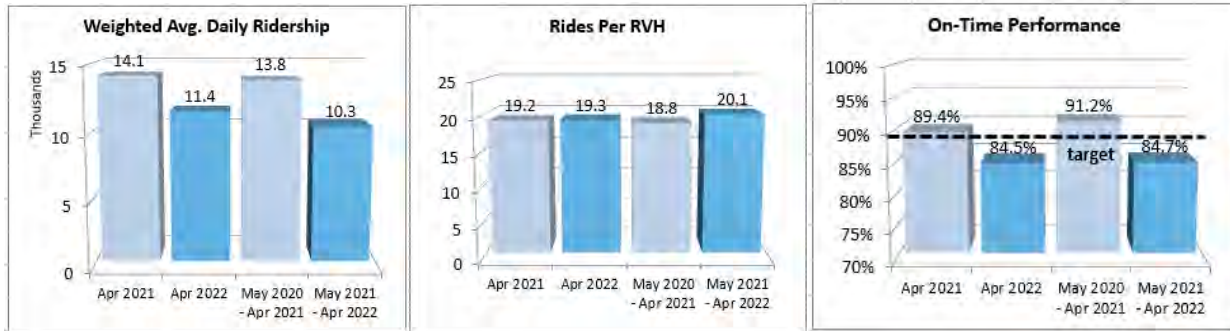
- Vanpools increased from 317 to 322.
- RTC Washoe’s vanpool program remained in 6th place based on passenger trips for NTD reporting in March.
- Staff did an interview about vanpools with KOLO 8 The Road Ahead airing this month.
- The Northern Nevada Transportation Management Association (TMA) will meet again the later part of June to finalize its board and agenda for the kick-off meeting with employers.
- Ridership numbers from the ED Pass Program through the month of April:



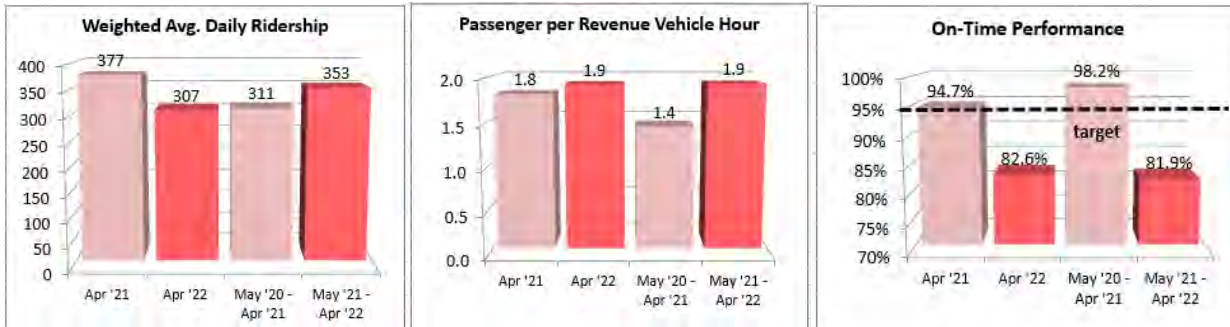


APRIL 2022 TRANSIT PERFORMANCE

RTC RIDE



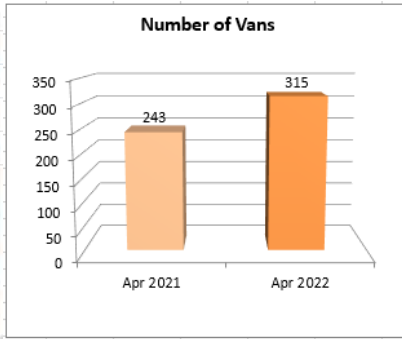
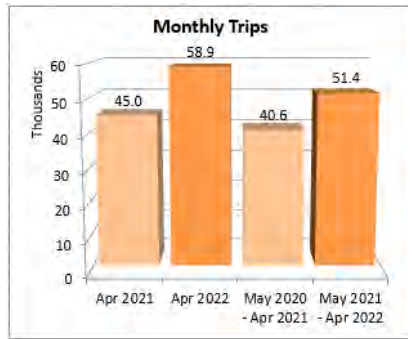
RTC ACCESS



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.5

From: Christian Schonlau, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Sparks Boulevard Improvement – South Phase	June 2, 2022

Request for Proposals (RFP)

There were none.

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
2022 Preventive Maintenance Project	Sierra Nevada Construction	5/16/2022	\$6,524,007
Traffic Engineering Spot 10 - South Package A	Sierra Nevada Construction	5/17/2022	\$4,217,007
Sky Vista Parkway Rehabilitation Project	Spanish Springs Construction	5/31/2022	\$15,644,444
Traffic Signal Installations 22-01	Titan Electrical Contracting	6/1/2022	\$1,295,423

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
Sparks Boulevard South Outreach	MJT Consulting	\$32,500

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: June 17, 2022

AGENDA ITEM 4.6

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

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 June 1, 2022, and acknowledged receipt of a presentation on the Reno-Tahoe International Airport Multi-Year Construction Program (MoreRNO) and acknowledged receipt of a presentation on the Air Quality Report for Washoe County.

Technical Advisory Committee (TAC)

The TAC met on June 2, 2022, and acknowledged receipt of a presentation on the Reno-Tahoe International Airport Multi-Year Construction Program (MoreRNO) and acknowledged receipt of a presentation on the Air Quality Report for Washoe County.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on May 26, 2022, and acknowledged receipt of a report on the 7th Edition RRIF General Administrative Manual, a report on RRIF Capital Contribution Front-Ending Agreement (CCFEA) credits, and a report on the Amendment No. 2 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP).

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: June 17, 2022

AGENDA ITEM 4.7

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

RECOMMENDED ACTION

Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2025:

- Vince Harris (reappointment)
- Lindsey Costello (reappointment)
- Benjamin Miller (reappointment)
- Sue-Ting Chene
- Michael May

Approve the RTC staff recommended appointments with partial terms to fill existing vacancies through June 2024:

- Dennis Colling
- Greg Newman

Approve the RTC staff recommended appointments as alternate members to the CMAC:

- Phillip Mercurio
- Gustavo Gomez
- Damien Cole
- Alexander Drudi

BACKGROUND AND DISCUSSION

This action will appoint/reappoint five regular members, two new members with partial terms to fill existing vacancies, and five alternate members to the CMAC. Appointments will be effective July 2022.

FISCAL IMPACT

No fiscal impact will result from this action.

PREVIOUS BOARD ACTION

There has been no previous Board action on this item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.8

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

RECOMMENDED ACTION

Authorize a request for proposals for the South Virginia Street TOD Planning Study.

BACKGROUND AND DISCUSSION

The purpose of the South Virginia Street Transit Oriented Development Planning Study is to envision the future extension of the Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The study will focus on identifying optimal land use policies that will enhance economic development and facilitate connectivity and accessibility.

A detailed scope of work and evaluation criteria scoring form are attached.

FISCAL IMPACT

Funding for this item is provided by a \$300,000 award of a federal discretionary grant under the Federal Transit Administration (FTA) Pilot Program for Transit-Oriented Development Planning. The local match requirement of \$75,000 in sales tax revenue has been budgeted as part of Amendment 1 to the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

February 18, 2022 Approved Amendment 1 to the FY 2022 – FY 2023 UPWP

ATTACHMENT(S)

- A. Scope of Work
- B. Evaluation Criteria Scoring Form

Scope of Services

South Virginia Street Transit Oriented Development Study

Introduction:

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, has been awarded a federal planning grant to complete a Transit Oriented Development (TOD) study along the South Virginia Street corridor. This corridor includes large tracts of vacant or underutilized land and lacks full sidewalk and bicycle connectivity. Much of the existing development is vehicle-dependent with limited mobility and affordable housing options. However, the potential exists to create a direct connection to Midtown, Downtown, and the University of Nevada, Reno to enhance economic development opportunities and encourage a more balanced jobs-housing mix that is conducive to enhanced transit. The purpose of the study is to envision the future extension of the Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The study will focus on identifying optimal land use policies that will enhance economic development and facilitate connectivity and accessibility. The study area, shown in the map on the following page, extends from the BRT route's current southern terminus at the Meadowood Mall transfer station to the south end of the Virginia Street corridor.

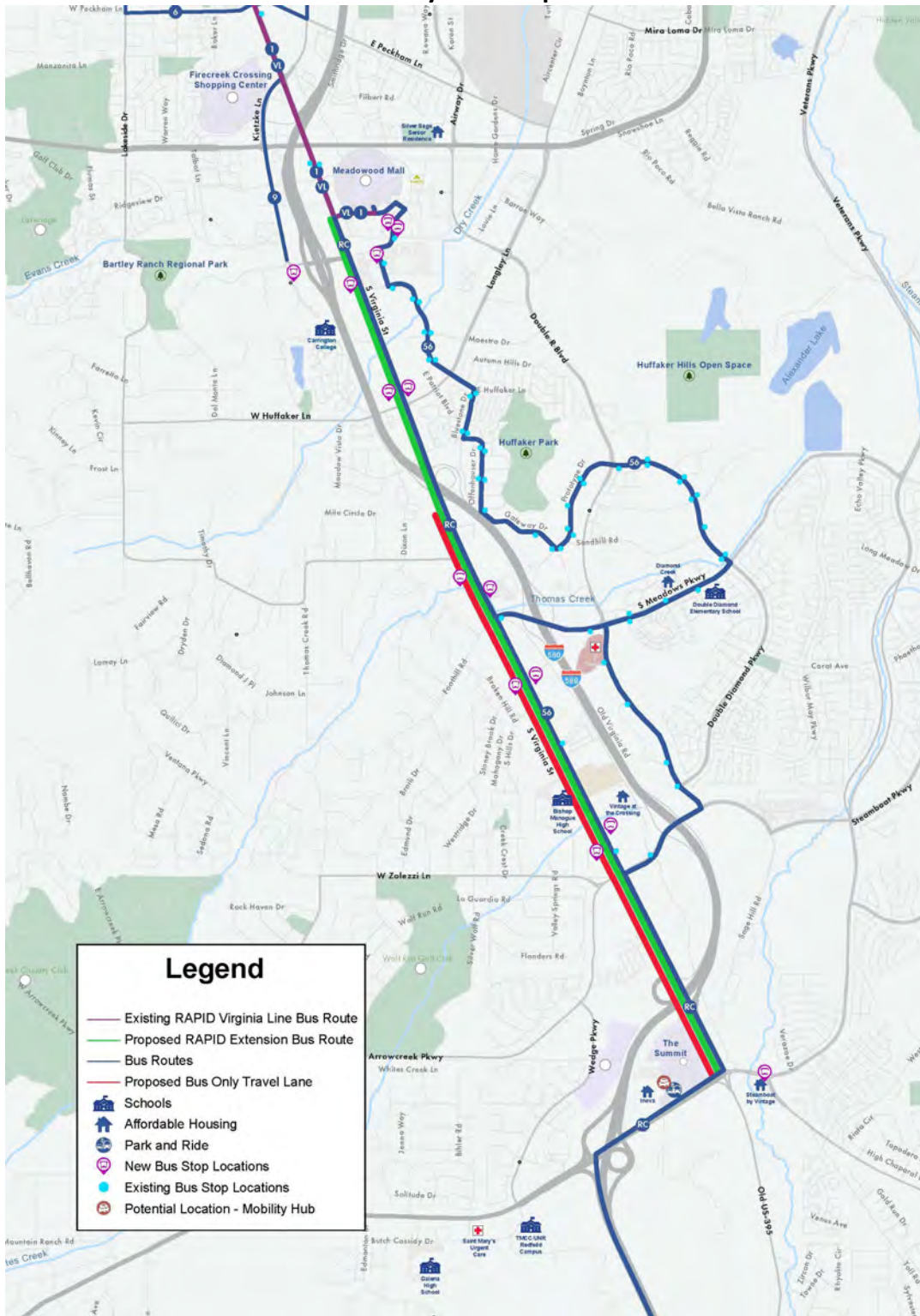
Objective:

The study will seek to build community consensus around land use and infrastructure to allow BRT service to succeed within the study area. Through robust community and developer involvement in the process, the plan will establish a vision that has the support of local residents and provide the land use tools needed by local governments to implement these strategies. Further, it will advance TOD by identifying the pattern and form of development needed to support BRT. It will recommend appropriate multimodal infrastructure to facilitate safe accessibility to surrounding land uses with the desired outcome of expanding access to opportunity for low income residents and reducing automobile dependency. Ultimately, this study will identify a strategy that supports increased density, affordable housing, and mix of land uses that will encourage safe and expanded transportation options.

Project Tasks:

The study's work plan includes the following tasks, which will assist the RTC and City of Reno in defining the integrated transportation investments and land use planning tools that will transform South Virginia Street into a safe, vibrant, and transit supportive corridor.

Study Area Map



Task 1: Project Management

- 1.1 Invoicing and Progress Reports – Prepare monthly progress reports, invoices, and resolve other billing and logistical issues.
- 1.2 Coordination – An initial meeting with RTC and City of Reno will be organized to establish study goals and objectives. Coordination with the RTC project management team will be ongoing throughout the project. It is anticipated that the consultant will agendize and record regularly scheduled meetings with the project management team. These meetings may be conducted virtually.
- 1.3 Management Plan – Identify a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task with corresponding deliverables and progress reports.

Task 2: Land Use Vision, Plan & Tools

- 2.1 Existing Studies – Review existing transit and land use development studies that are relevant to the study area and incorporate them into the analyses conducted as part of Task 2.
- 2.2 Land Use Analysis – Collect information about zoning, current land use, and planned development, including area schools, major commercial, industrial, and residential developments. Consider the impact of areas with a higher proportion of low-income and minority residents and residents with limited English proficiency compared to the county as a whole. Coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. Coordinate with Washoe County School District and major land use developments that have the potential to significantly impact the travel demand or traffic operations in the study area. Develop a memo to document all land use changes compared with the TMRPA 2020 consensus forecast, which was used in the RTC’s travel demand model. Provide a summary that can be used by the RTC to update the travel demand model land use data and reflect the development forecasts. Travel demand modeling will be conducted by the RTC, and model results will be provided to the consultant for analysis and study recommendations.
- 2.3 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. Coordinate with the RTC Public Transportation and Operations Department to identify future transit service needs, potential improvements, and park and ride options. Review identified BRT station locations, proposed mobility hub site alternatives and bus-only lane, and other operational needs such as connections to the existing BRT line and traffic signal prioritization. Work with RTC staff to develop forecast ridership estimates along

the study corridor. Develop planning level traffic impact assessment of proposed bus-only travel lane.

- 2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes. Analyze contributing factors and potential safety issues, such as lighting, speed, infrastructure, and roadside hazards, that may inhibit successful implementation of BRT and enhanced multimodal operations.
- 2.5 Corridor Vision – Building off existing plans and community engagement (discussed in Task 4), create a vision that will support regional goals. Enhancing accessibility, safety, and economic vitality are some of the goals that should be included as fundamental building blocks of the visioning process. The vision statement should incorporate the character and form of development desired by the community and define associated goals and objectives that support BRT.
- 2.6 Land Use Planning Tools – Develop planning tools to assist local agencies in implementing the community vision for the corridor. Create a plan beyond the vision to include strategies and other guidelines for realizing success. Enable evolution of the corridor and encourage transit supportive development.

Task 3: Multimodal Planning to Support Transit

- 3.1 Data Collection and Inventory – Collect data on bicycle and pedestrian facilities within, and providing direct access to, the study corridor. Highlight those connecting to existing or planned transit stops. Include data specific to ADA accessibility.
- 3.2 Improvement Recommendations – Develop and evaluate alternatives for transit and bicycle and pedestrian improvements that support the proposed BRT extension. Consider, at a planning level, changes to FlexRIDE service, park and ride lots, sidewalks, bicycle lanes, multi-use paths, potential mobility hubs, and streetscapes. Incorporate improvements that provide safe access to transit facilities and enhance operational efficiencies, accounting for the many interfaces between modes within the corridor.

Task 4: Community Engagement

- 4.1 Project Technical Advisory Committee (TAC) Meetings – Facilitate up to five (5) project TAC meetings that will be held during the planning study to review study issues and results. These meetings will include a mix of in-person and online formats.
- 4.2 Public Information Meetings/Planning Workshops – Facilitate up to four (4) public information meetings, virtually, in-person, or a combination thereof. Meetings will target community groups, the private sector, general public, and

other partner agencies. These meetings will include presentations, visioning, and/or surveys to generate multifaceted and comprehensive public comment.

- 4.3 Agency Meetings – Present the project at community and stakeholder meetings including WARD 2 Neighborhood Advisory Board (NAB) and South Truckee Meadows/Washoe Valley Citizens Advisory Board (CAB) meetings.
- 4.4 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings – Make two presentations to the RTC TAC and CMAC (up to four meetings total).

Task 5: Report Preparation

- 5.1. Draft Report – Prepare draft report, including graphics and illustrations of alternatives, with the understanding that the final phase of Task 4 will incorporate presentation of the draft report to public and private sector groups and individuals. Comments received will be combined with those received from the RTC, stakeholders, and advisory committees and incorporated into the final report.
- 5.2 Final Report – The final report will include design alternatives, recommended improvements, and planning level cost estimates with associated maps, graphics, survey results, and other relevant materials produced during the course of the study.

Deliverables

1. Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings.
2. Provide an electronic copy of the draft report to the RTC for review and distribution as well as any supporting documentation/data (GIS shapefiles, presentations, exhibits, etc.).
3. Provide an electronic copy of the final report as well as any supporting documentation/data (GIS shapefiles, presentations, exhibits, etc.).

Project Milestones:

- Project kick-off including coordination between RTC, the City of Reno, and TAC – Month 1
- Planning Workshop #1 – Month 5
- Planning Workshop #2 – Month 8
- Draft Report – Month 9
- Final Report – Month 11



Evaluation and Scoring Sheet
RTC 22-10 - Design, Environmental and Construction Management Services for the Virginia Street Bus Only Lane and BRT Project

Proposer Name

Numerical Values for Scoring: Excellent = 90-100, Very Good = 80-89, Good = 70-79, Unacceptable = 0-69.

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Project Approach: a) Describe the Project Team's understanding of the project and associated requirements contained in Exhibit A - Scope of Services. Project Teams will be evaluated based on the demonstrated level of understanding of project scope and the ability to incorporate additional knowledge of, and context for, the project area and needs. b) Identify and describe specific methods used to complete each project requirement. Consider staffing strategies and opportunities that could result in cost effective implementation and management of proposed services. Project Teams will be evaluated on clearly defined application of sound planning approaches to mobility, multimodalism, safety, equity, innovation, public engagement, and infrastructure. c) Describe potential project issues or pressure points and proposed solutions. Project Teams will be evaluated based on the ability to anticipate potential issues and the application of best practices solutions to mitigate project delay or other adverse impacts.	35%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 1 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 2 - Past Performance: Briefly describe recent RTC and other relevant projects completed by the Project Team by providing the following information for each project: a) Project owner and a current reference (include name, phone number, and title/role during the project); b) Description of the services provided by the Project Team on each project; c) List of Project Team members that worked on each project and their role on the project; d) Dates the services were provided, and whether the services were provided within the original schedule and budget. Provide a brief description of any schedule and budget issues including how they may have been mitigated; e) Original agreement amount for services and a brief description of any amendments; f) Description of the notable project challenges and how the services provided by the team and/or individual team members contributed to successful outcomes. Project Teams will be evaluated on their past performance of similar projects or projects which include techniques and analysis that are included in the proposer's approach to this project.	30%	100				<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 3 - Project Team:</p> <p>a) Provide an organizational chart of the entire Project Team, including sub-consultant(s), and the responsibilities of each team member. Provide an estimate of the proportion of each staff member's contribution to the overall project (will add up to 100%). Project Teams will be evaluated on an appropriate combination of staff resources.</p> <p>b) Provide information about the Project Team's background and experience. Project Teams will be evaluated based on the individual experience, technical capabilities, education, certifications, length of employment with current firm, and strengths related to their role on this project.</p> <p>c) Demonstrate the Project Team's ability to provide the holistic analysis required for this project. Project Teams will be evaluated based on inclusion of experts from multiple disciplines (Transportation Planning, Traffic Engineering, Urban Design, Public Engagement, Land Use Planning, and Safety Analysis) with a wide variety of specialties (Roadway Design, Microsimulation, Traffic Modeling, Equity, Intelligent Transportation Systems (ITS), Transportation Policy and Innovation, and Public and Social Media Engagement).</p> <p>d) Demonstrate project-specific experience. Project Teams will be evaluated based on their involvement on projects with diverse stakeholders, including those dealing with multiple government agencies and other public bodies. Project Teams will also be evaluated on their understanding of and experience with past and current transportation issues both in the project area and Washoe County as a whole.</p>	20%	100				<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	
<p>Factor 4 – Availability and Capacity:</p> <p>a) Demonstrate the anticipated availability of the key personnel for the duration of the project, inclusive of forecasted changes throughout the proposed timeline. Indicate what proportion of time will be set aside and necessary for completion of the project. List significant projects that the key personnel are working on or are committed to work on, the percentage of time allocated to each project and the anticipated completion date for each project.</p> <p>b) Demonstrate the capacity of the Project Team to meet the needs of the project and individual project tasks. Consider the prime consultant's and sub-consultant's depth of staffing and other resources.</p> <p>c) Provide a commitment that the proposer will provide key personnel as needed to successfully complete the project. Provide examples of scenarios in which additional resources were required or called upon to assist on a project.</p> <p>Project Teams will be evaluated based on the demonstrated ability to meet the demands of the project and the level of surety with which the project will be completed by listed staff.</p>	15%	100				<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	

Name of Evaluator (print): _____ Employer: _____

Signature of Evaluator: _____ Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Approve the FY 2023 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 their April 16, 2021, meeting. The budget includes \$60,000 for TMRPA services in FY 2023. The scope of the Work Program is provided in the attachment.

FISCAL IMPACT

Funding for this item is included in the FY 2022-2023 UPWP and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

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 2023. 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 2023.

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 the 2020 Census data if applicable and available)
 - Develop online GIS data strategy and work towards creating an online GIS dataset repository and data viewer for transportation demand model results and other transportation related datasets
 - Support for data collection and processing
 - Support for development tracking
- Ongoing support for the RTC's TransCAD travel demand model, including assistance with aggregation of population, employment, feature, and boundary data;
- Support maintenance of online viewer for TransCAD Regional Road Impact Fee 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 2023
- Services to support the Regional Transportation Plan; and
- Train RTC staff on aggregation of parcel-level data to Traffic Analysis Zones (TAZs)
- Assist the RTC with GIS and data support for walking audits of urbanized areas in the region

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 Investment Plan (PIIP) relating to transportation

Operating Support Services

RTC cash contributions for support of TMRPA operations may include:

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

IT Support Services

RTC staff services for support of TMRPA operations will include:

- Information technology support
- Telephone support

Budget & Work Program Implementation

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 2023. 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: June 17, 2022

AGENDA ITEM 4.10

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

RECOMMENDED ACTION

Acknowledge receipt of a report regarding the Arlington Avenue Bridges Replacement project.

BACKGROUND AND DISCUSSION

The RTC is working closely with Nevada Department of Transportation (NDOT), City of Reno, Federal Highway Administration (FHWA), U.S. Army Corps of Engineers (USACE), and stakeholders as the project moves through preliminary design and environmental evaluation. A detailed project report has been prepared to provide a project update as the project team prepares the 30% design documents and continues the environmental approval process. The report is intended to provide information relevant to the project schedule, funding and scope as the project proceeds to proposed construction to begin in 2024.

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

- | | |
|-------------------|---|
| December 17, 2021 | Approved a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. (Jacobs) for environmental and professional design services. |
| April 16, 2021 | Approved Request for Proposals (RFP) Scope of Services and Evaluation Factors for the Selection of Environmental and Design Services. Approved a Local Public Agency (LPA) between NDOT and the RTC for the use and reimbursement of federal funds. |
| February 19, 2021 | Received a project update. |
| May 20, 2019 | Received a project update. |
| November 16, 2018 | Approved a PSA with Jacobs for Design Services. |

ATTACHMENT(S)

A. Memo Update




Arlington Avenue Bridges

Project Update

June 2022

Prepared for
Regional Transportation Commission of Washoe County

In cooperation with
City of Reno

Prepared by
Jacobs *in conjunction with*  **Stantec**



Existing Three Span (Two Pier) North Bridge

1. Introduction and Background

Spanning the Truckee River in the Riverwalk District of downtown Reno, Nevada (Figure 1), the Arlington Avenue Bridges are identified as Nevada Department of Transportation (NDOT) bridges B-1531 (south) and B-1532 (north). The two bridges were built in 1921 (north) and 1938 (south) and rehabilitated in 1967.



Figure 1. Project Location

Both bridges are structurally deficient and need to be replaced, as shown in the Regional Transportation Commission of Washoe County's (RTC's) 2040 Regional Transportation Plan (RTP) adopted in 2017 and amended in 2018; and RTC's recently approved and adopted 2050 RTP.

A Feasibility Study and Planning and Environmental Linkages (PEL) was completed in June 2021. The Feasibility Study reduced the range of possible bridge types and aesthetic themes through engineering analysis, and agency, stakeholder, and public outreach efforts between December 2018 and April 2021. The PEL formally identified the purpose and need of the Project: to address the deteriorating condition of the bridge structures, provide community access to the Truckee River and Wingfield Park, and improve the hydraulic capacity of the Truckee River during flood events.

The results of the Feasibility and PEL Studies were to replace the existing three span north bridge (two piers) with a single pier bridge type (Figure 2), and replace the existing clear span south bridge (Figure 3) with a clear span bridge type. In addition, an aesthetic theme of modern art-deco was the consensus.



Figure 2. PRELIMINARY Concept Rendering of Two Span (Single Pier) North Bridge

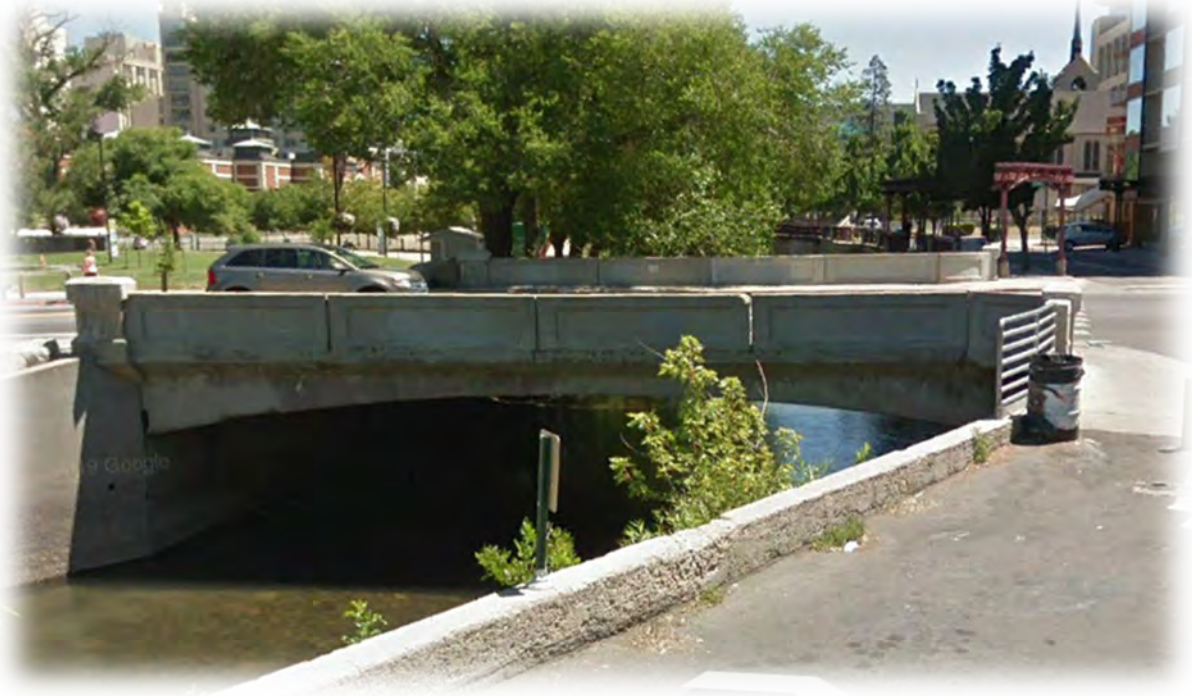


Figure 3. Existing South Bridge

During the Feasibility Study, potential design concepts, additions, and constructability concerns from stakeholders and agencies were documented to be further evaluated for inclusion in the Project. The elements that were identified in the Feasibility Study for further design and environmental analysis to determine if they meet the established purpose and need and are feasible include:

- a) Wider sidewalks to accommodate the large number of pedestrians that visit Wingfield Park, especially during special events including the month long Artown performances and the Reno River Festival.
- b) A path under the south bridge to reduce the number of at grade vehicle-pedestrian and vehicle-bicycle conflicts.
- c) Narrowing the roadway by minimizing lane widths as appropriate while maintaining dedicated bicycle lanes, transit stop locations, and dedicated left turn and right turn lanes.
- d) Maintenance access to the river to accommodate sediment and debris removal.
- e) Revised/ Additional access to the Wingfield Park Amphitheater to create a more inviting setting and increase usability especially during high pedestrian-generating special events.
- f) Protection of park landscaping, minimizing the removal of mature trees
- g) Proposed pedestrian lighting to enhance safety and create a more inviting setting
- h) Details of aesthetic elements including light fixtures, patterning and stain color of flood walls, and other aesthetic features need to be determined and acceptable to stakeholders and agencies, while protecting aquatic species.
- i) Constructability of the bridges, including dewatering approach, duration of construction, and phasing of construction.

2. Project Status Updates

The 30% preliminary design is currently underway and will be submitted for Agency review in July 2022. The preliminary design layout incorporates features to accommodate pedestrian and micro-modal safety, results from the traffic modeling, and the switch to Arlington Avenue being a micro-transit route.

A summary of analysis of the additional potential elements identified in the Feasibility Study:

- a) 8-ft wide sidewalks, rather than the standard 5-ft wide sidewalks, will be provided between Island Avenue and First Street, including along the bridges
- b) A path under the south bridge is not feasible. In order to provide the same protection (approximately 5,500 cfs flow) as the existing path under the north bridge (Figure 4), a solid barrier with a top elevation of 4492.25 would be required.



Figure 4. Existing Path and Solid Barrier under North Bridge

Nearby buildings, driveways, and Riverwalk facilities require the roadway elevation along the south bridge to be maintained. This results in the need for a 6-ft wall, with only a 2-ft gap to the bottom of the south bridge (Figure 5), to provide the same flood protection as is provided along the path under the north bridge.

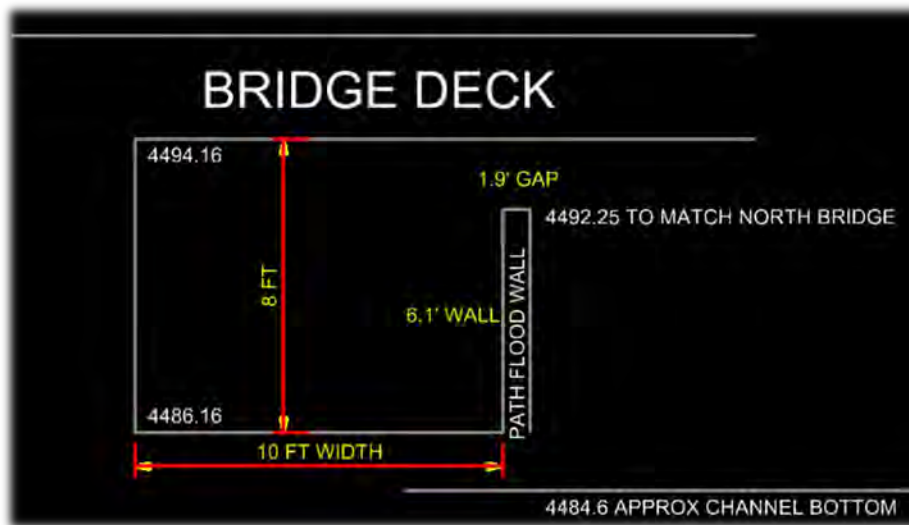


Figure 5. Unfeasible Wall Required under South Bridge to provide same flood protection as existing path under North Bridge

Figure 6 shows the flows recorded in the Truckee River near Arlington Avenue since the flood in 1997. Providing flood protection less than an elevation of 4492.25, would require increased maintenance to clear mud and debris off of the path anytime water got onto the path, and safety concerns requiring frequent closures of the path to prevent use when river flows exceeded the lower barrier elevation.

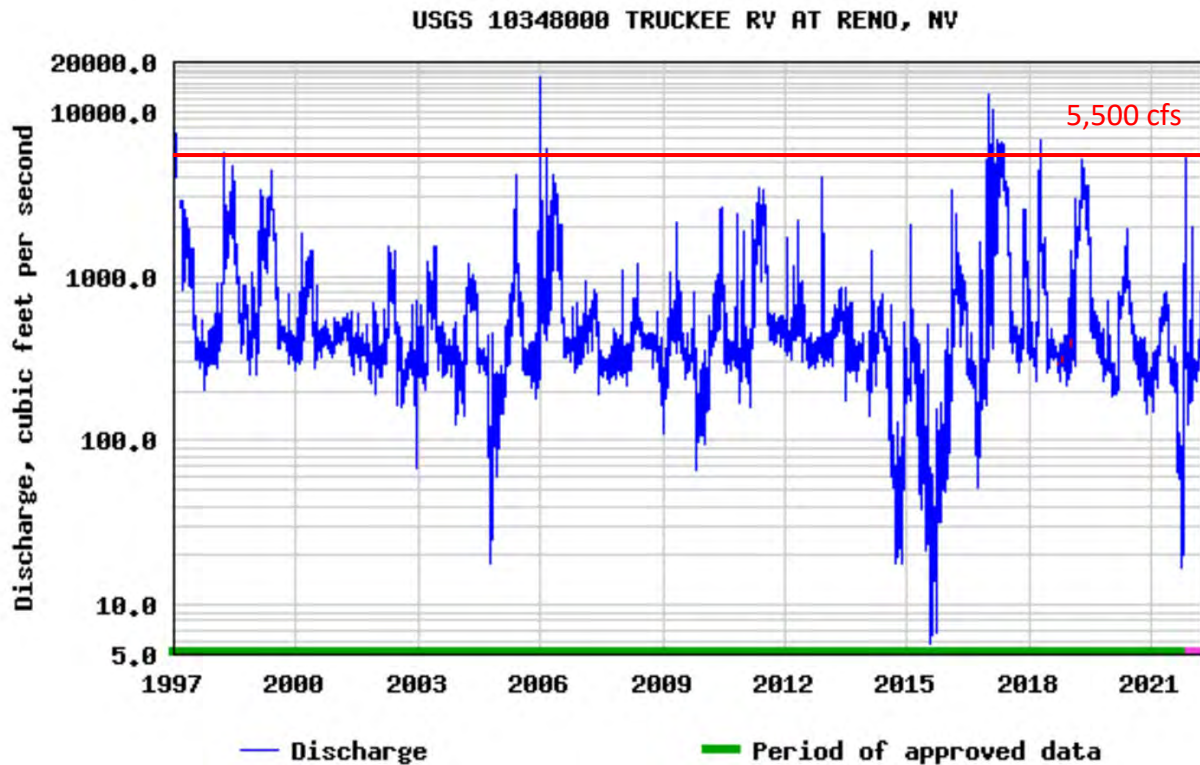


Figure 6. Truckee River flows near Arlington Avenue since 1997 and 5,500 cfs Level Identified.

- c) The roadway typical section will include an 8-ft sidewalk, curb and gutter, dedicated 5-ft bike lane, 2-ft buffer, and an 11' travel lane in each direction. At the intersection with First Street, the northbound direction of travel will have a dedicated left turn lane and a shared through/right -turn lane. At the intersection with Island Avenue, the southbound direction of travel will have a dedicated left turn lane and a shared through/right -turn lane. Traffic analysis for year 2050 traffic volumes confirm that dedicated right turn lanes are not required for these intersection movements. Along Arlington Avenue between the two bridges, pullouts will be provided for micro-transit stops and loading/unloading zones for park visitors and amphitheater performers.

See attached preliminary plan sheet.

- d) Maintenance access to the river from Island Avenue near the existing ADA compliant kayak park access is being evaluated.
- e) No additional pathways are being constructed with this project. The design is evaluating the addition of 5-ft sidewalk adjacent to the back of curb and gutter to provide the loading/unloading zone along the east side of Arlington Avenue an area other than the street or sodded areas to stage loading/unloading activities.
- f) The design will be minimizing impacts to existing park landscaping. The safety features of wider sidewalks and buffer area between the bike lane and travel lane will require some impacts to the sodded areas, however, no existing trees will be impacted.
- g) Pedestrian lighting will be incorporated into the project for safety and fixtures will be determined during the aesthetic design process.
- h) An aesthetic stakeholder working group (ASWG) consisting of members from the stakeholder working group during the feasibility study have met three times to date to compile ideas and narrow down acceptable alternatives. Final determination of aesthetic features will be determined through a public meeting and an additional ASWG meeting.
- i) Bridge constructability and construction schedule are factors that will be included in the Bridge Type Selection Report that is included with the 30% preliminary design plans.

Agency coordination and public meetings that have been held to date during the preliminary design and Environmental Study process include:

- NDOT Environmental and LPA Meeting – December 1, 2021
This meeting was held with NDOT representatives to review the Feasibility Study results and discuss the PEL process and what planning products the RTC would carry forward into the NEPA process. A general overview of NEPA and the design scope were also discussed.
- Agency KickOff Meeting – February 3, 2022
This meeting reviewed the Project history and background, the Feasibility Study process and conclusions, project team roles and responsibilities, the PEL to NEPA transition, and provided an open forum to share ideas and suggestions.
- Aesthetic Stakeholder Working Group Meetings
 - February 25, 2022

This meeting was to obtain ideas/input for aesthetic alternatives that fit within the modern Art-Deco theme as determined during the Feasibility Study. Aesthetic design elements that were discussed included bridge railing, pedestrian lighting, bridge lighting, abutment and flood wall formliner pattern/texture.

- March 25, 2022

Aesthetic elements discussed at this meeting included bridge pylon and bridge rail design, and options for bridge overlook, pilasters, and bridge guardian concept; discussion about public art opportunities (not funded by the RTC); lighting; abutment and flood walls.

Other items discussed included the inclusion of an 8-ft sidewalk, and the location of the bike lane (whether to keep along the shoulder of the roadway, move up to the level of the sidewalk, or put on a third vertical plane between the sidewalk and the roadway).

Decisions Made:

- a) Don't introduce a third level with the bike lane, creates additional tripping hazard especially with large pedestrian usage during special events
- b) The posted 15 mph speed limit along Arlington minimizes the speed differential between bicycle and vehicular traffic; crash data history over the past ten years reflect this as well as there are no reported bicycle/ vehicle incidents.

- May 6, 2022

Refined renderings of aesthetic alternatives were shown to the ASWG to narrow the options down to a maximum of three to be included with the 30% preliminary design, and shown at the public meeting to be held in July 2022.

Specific aesthetic elements included bridge rail, end pylons, lighting, and pilaster insets

Decisions Made:

- a) The roadway section of Arlington Avenue between the two bridges will not be created into plaza concept with colored concrete or colored pavers placed into a geometric pattern design.
- b) Existing street light levels will be determined and maintained at a minimum. Pedestrian lighting is required. Lighting will be shielded from directly shining on the Truckee River.
- c) Coordination with NV Energy to determine if existing utility boxes can be relocated if feasible to add steps from sidewalk along Arlington Avenue to the existing path under the north bridge.
- d) Aesthetic options need to stay consistent with the Modern Art-Deco theme as decided during the Feasibility Study. Don't incorporate the Riverwalk aesthetics.

- Design Review Coordination Meetings

- March 8, 2022

Roadway Design Discussion included:

- a) Existing RTC Transit Route 6 possibly being replaced with RTC's FlexRide Service

- b) Ensure existing loading/unloading zones are maintained; okay to share this space with transit stop area
- c) Traffic analysis will be done soon to verify turn lane configuration requirements; Traffic counts to be obtained at the end of March
- d) Micro-Modal transportation options were presented; Tripping hazard and overall horizontal width requirements were concerns with introducing a third tier to separate the bike lane from the sidewalk and the roadway; The 15 mph posted speed limit along Alington Avenue minimizes the speed differential between bicycles and pedestrians.
- e) Only one barrier railing will be implemented that provides both traffic and pedestrian safety. There will not be a double railing system, one for vehicles adjacent to the roadway and a second for pedestrians at the back of sidewalk.

Hydraulic Modeling Discussion included:

- a) There are two hydraulic events that we are required to model
 - i. To obtain a U.S. Army Corps of Engineering (USACE) Section 408 permit (which is permission to alter a Civil Works project upon a determination that the alternation proposed will not be injurious to the public interest and will not impair the usefulness of the Civil Works project), the 14,000 cfs model from the Carson-Truckee Water Conservation District (CTWCD), who is the local sponsor of the USACE, must be modeled to show no rise in water surface elevation (WSE) between existing and proposed conditions. No minimum freeboard (WSE to the underside of bridge deck) requirements will be required since the existing bridges do not have a minimum freeboard, but rather are flooded during the 14,000 cfs (approximately 50-year) storm event.
 - ii. The City of Reno and the Truckee River Flood Management Authority (TRFMA) require a 100-year storm event (20,700 cfs) to be modeled to show no rise in WSE between existing and proposed conditions. As with the 14,000 cfs model, there will not be a minimum freeboard requirement, aside from don't reduce what is existing.

Miscellaneous Discussion included:

- a) The feasibility of including a path under the south bridge will be evaluated and discussed at the April 2022 Design Review Committee Meeting.
- b) Kerrie Koski, City of Reno, mentioned the need for maintenance access to the river, both east and west sides of Wingfield Park, for cleaning debris as well as for emergency access. When asked where their current maintenance access to the river was, the City verified they don't currently have any defined access but would like to evaluate options to provide it. The Fire Department stated they currently flip a ladder from the bridge deck down to the water as needed for emergency response.
- c) Discussion on constructability of the bridges.
 - i. CTWCD only allows work within the river from July 1 through October 31.

- ii. Precast bridges would allow construction to occur in 2 years (1 year for each bridge). Pros and Cons to try and construct both bridge simultaneously.
 - iii. Public access to the park during construction will be restricted, however maintaining access to the eastern portion of the park seems possible.
- o April 12, 2022

Feasibility of Path Under the south bridge

- a) The engineering design team explained the level of flood protection that the existing path under the north bridge provides (see summary in Section 2 a above), and how it is not feasible to provide a path under the south bridge that provides the same flood protection. Factors include, raising the profile of the roadway would severely impact the adjact intersection, buildings, driveways, and the river walk. Providing the necessary flood protection without raising the roadway would create a tunnel under the south bridge which is unsafe due to the nature of a tunnel, homeless population that frequents the park may use it as shelter, and graffiti. Providing a lesser level of flood protection would increase maintenance costs to clear mud and debris off of the path anytime it got wet, and require shutting the access down during frequent flood events.

Possible Alternatives to a Path Under the South Bridge

- a) The engineering design team presented the idea to include a mid-block striped crosswalk with overhead flashing signage
- b) The City of Reno raised concerns with how the high volume of pedestrians at this location would interfere with traffic flow. The City provided the history of how the crosswalk at the Island Avenue/ Arlington Avenue intersection was previously on the north side of the intersection, but was relocated to the south side (Figure 8) when overhead flashing signage was added because of the inability to place the necessary poles and facilities on the existing bridge in order to keep the crosswalk on the north side of the intersection. The design team will look at relocating the crosswalk back to the north side of the inseciton and incorporate required poles and facilities into the new bridge design.



Figure 7. Existing Crosswalk and overhead flashing signage along south side of Island Avenue / Arlington Avenue intersection.

Additional access to path under the North Bridge

- a) The City of Reno requested evaluating the ability to include stairs from the sidewalk down to the path under the north bridge at the southeast corner of the bridge.

Maintenance Access to the River

- a) (As discussed above) a request to evaluate maintenance access to the river was included during the Feasibility Study.
- b) The existing maintenance access locations (one on the west side, and two on the east side) along Arlington Avenue into the park along concrete pathways would be maintained.
- c) Discussion on the City of Reno providing funding to include a new maintenance access from Island Avenue to the river – Ongoing.
- d) The Fire Chief confirmed additional river access for emergency access was not needed; the existing locations from the bridge decks are good because they provide good visibility to the river.

Roadway Typical Section and Traffic Counts

- a) The engineering team explained how moving the bike path from the roadway up to the same level as the sidewalk would require 16 additional feet to the cross section width (4' roadway shoulders, and 2' shoulder/buffer either side of the bike path).
- b) The radius at the curb return for the southbound movement to one-way westbound Island Avenue will be smaller than City of Reno standards (match existing curb return) is very small to minimize bridge width; traffic counts verify this movement is rare, and large trucks do not need to be accommodated.

- c) Traffic counts will be used to model year 2050 scenario to determine lane configuration and queue lengths for turning movements.

Utilities

- a) Several utilities along the face of the bridges will be relocated inside the bridge.

Right of Way

- a) Three City of Reno Parcels will require access for construction. Wingfield Park on either side of Arlington Avenue, and the parcel known as Fulton Park at the northeast corner of the north bridge.
- b) Right of Entry will be granted by the City of Reno for construction

Environmental

- a) The CTWCD/USACE is requiring a Section 408 permit for the geotechnical boring planned within the river for the pier of the north bridge.
- b) Possible impacts (both physical and public access) to Wingfield Park and other nearby parks both during construction and any permanent impacts being evaluated under Section 4(f) requirements (see below for Section 4(f) explanation).

Decisions Made:

- a) No path under the south bridge
- b) No mid-block crossing between the two bridges along Arlington Avenue. Evaluate relocating the crosswalk from the south side of Island Avenue back to the north side.
- c) Costs for a possible maintenance access to the river would be covered by the City of Reno.
- d) Bike lane to remain within the roadway to minimize bridge widths and impacts to park

o May 10, 2022

Traffic Model Results and Roadway Design

- a) Provide 250' northbound left turn lane for queue lengths
- b) City of Reno requested additional analysis for northbound direction to reduce the three traffic lanes to two to accommodate dedicated bike lane.
 - i. Existing northbound lane configuration is three lanes; left turn, through, and right turn shared w/ bikes.
 - ii. Analyze two additional scenarios:

- Shared left turn / through lane; dedicated right turn lane; dedicated bike lane
- Dedicated left turn lane; shared through/right turn lane; dedicated bike lane

Decisions Made:

- a) Lane widths 11-ft minimum.
- b) City of Reno verified this is not a ‘capacity’ corridor; There is 15-mph posted speed limit in conjunction with the speed analysis results showing 15-mph through the project area
- c) City of Reno to assist with using camera to determine unknown storm drain facilities within the project limits.
- d) During a followup meeting with the City of Reno on May 16, 2022, roadway typical section was finalized to have 8-ft sidewalks, 5-ft dedicated bike lane, 2-ft buffer between bike lane and travel lane, 11-ft travel and turn lanes.

- Public Meeting – March 2022

A prerecorded public presentation and accompanying survey was posted on the project website, www.ArlingtonBridges.com from mid-March to mid-April. There were 164 participants that took the survey and provided feedback.

Environmental Updates:

CTWCD/USACE is requiring a Section 408 Permit for the geotechnical boring necessary within the river for the north bridge pier . A draft application was submitted and the CTWCD has provided feedback and comments. The revised application will be reviewed by the CTWCD at their June Board Meeting. The USACE submittal review times may cause delay in obtaining this geotechnical boring and delay design of the north bridge.

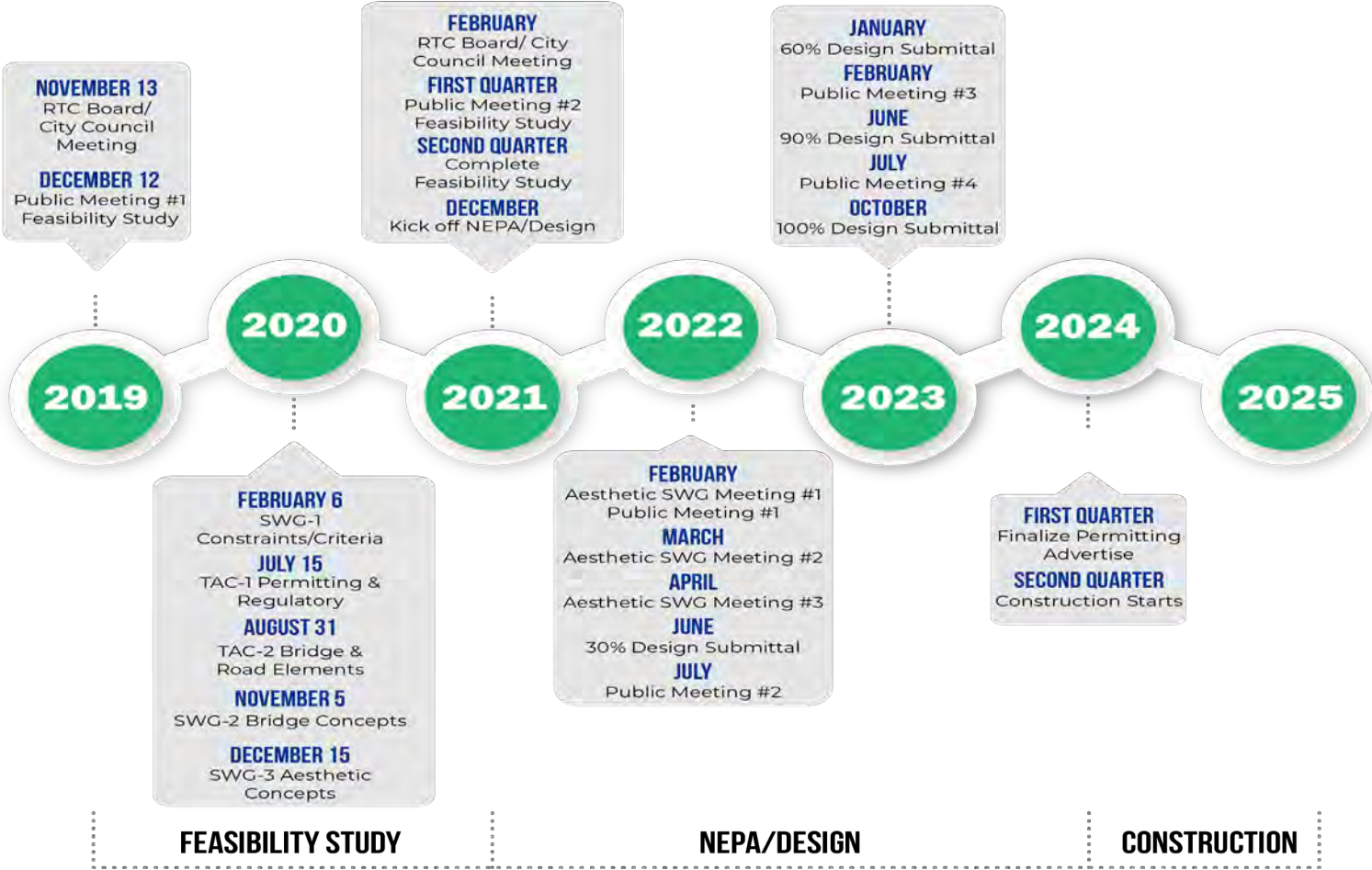
Park and recreational resources are protected by Section 4(f) of the USDOT Act of 1966 or by Section 6(f) of the Land and Water Conservation Act. Section 4(f) governs the use of land from publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public or private historic sites. The design team have been coordinating with the City of Reno, NDOT, and FHWA on the impacts to parks and recreational features and possible mitigation measures.

No prehistoric or archaeological resources have been identified in the immediate project area and pedestrian archaeological surveys are unlikely to identify any previously unrecorded resources given the high degree of development in the area

NDOT is coordinating tribal consultations to determine if the Truckee River in this location is considered a Traditional Cultural Property.

3. Project Schedule

The RTC has received \$7 million for construction of the Arlington Bridges that must be obligated by fall of 2024. Below is a schedule with milestones and events to meeting this deadline.



4. Project Funding

The Project is fully funded through construction as indicated on the Statewide TIP (ver 8) for project number WA20170122. Highway INFRA COVID funds are being utilized for preliminary engineering, environmental evaluation, final engineering, and bidding services. The RTC was excited to receive additional federal dollars to help pay for the construction of the bridges (\$7 million RAISE Grant and \$2 million Congressional Directive earmark funds). \$5.9 million in STBG federal funds have been allocated to the project with local fuel tax providing the remaining funds needed at \$13.1 million. The overall project funding split is 64% federal and 36% local.

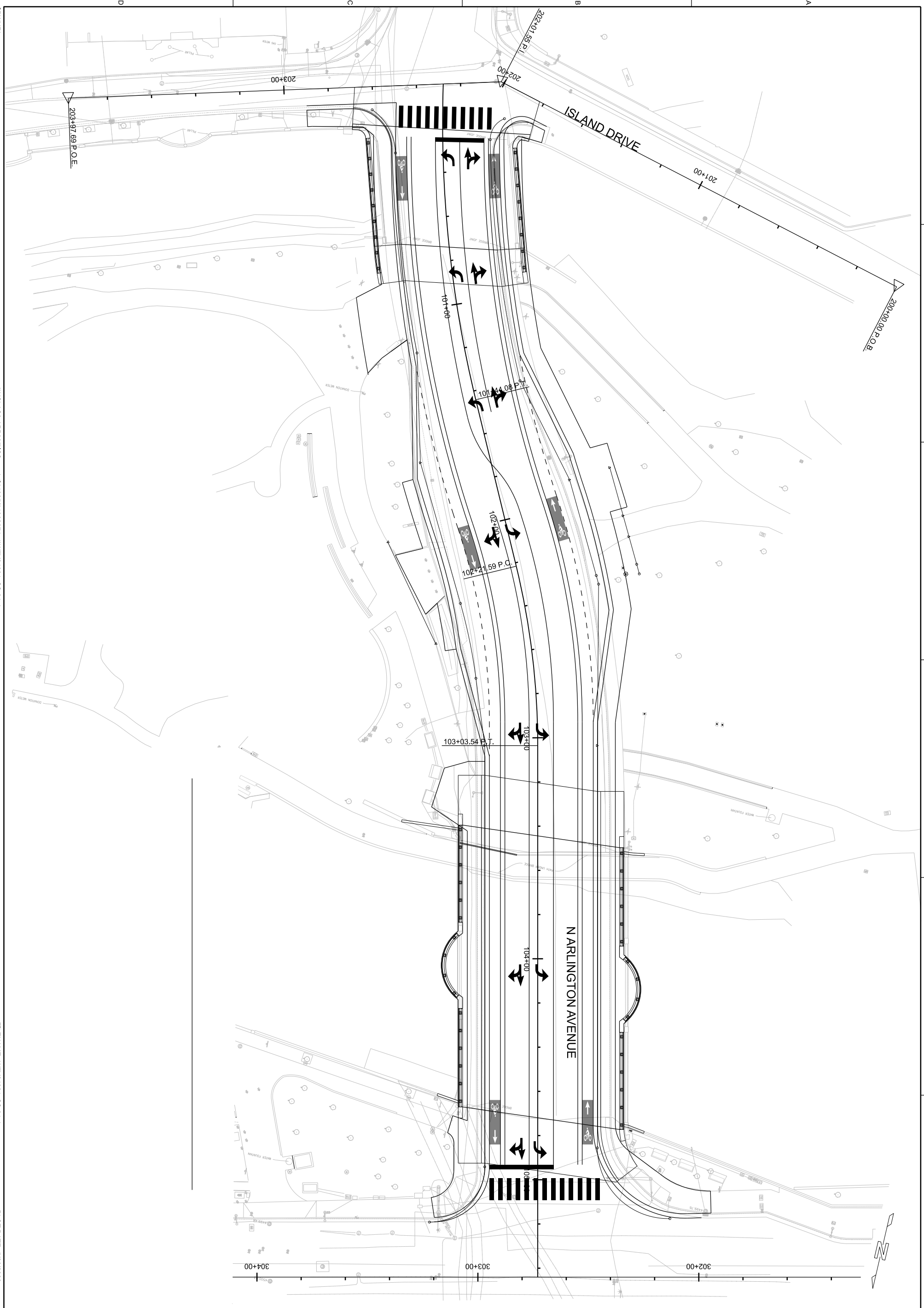
5. Agency Coordination

A Local Public Agency (LPA) Agreement with NDOT was executed on June 3, 2021. The LPA Program is a method for completing a project that has been approved for federal funding in any phase of project development. It is a reimbursement program that requires the LPA to incur the costs prior to seeking reimbursement for the expended federal funds. The use of federal funds requires extensive oversight, meeting numerous federal requirements, and must be administered in accordance with 2 CFR 200. NDOT is providing administrative oversight of the project through the LPA agreement to ensure federal and state requirements are fulfilled. An amendment to the LPA agreement is currently being developed to reflect funding adjustments as noted in Section 4.

6. Next Steps

The project team is compiling community feedback from the first Public Informational meeting and preparing conceptual concepts of the bridges to present at the second public meeting. 30% design is on track to be submitted at the end of June. Once 30% design is achieved, environmental technical memos can be finalized and submitted for review, concurrence, and necessary mitigation measures will be identified. Also at this point environmental clearance requirements can be identified. Additional information can be found on the project website at: www.ArlingtonBridges.com

SPWURL
 \\USLAS0-APP388\CS_work\130531362674_1\W7Y24801_SS-01.dgn
 FILENAME: W7Y24801_SS-01.dgn
 PLOT DATE: 5/26/2022
 PLOT TIME: 7:04:05 AM



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

ARLINGTON BRIDGES NEPA FINAL DESIGN
SIGNING AND STRIPING
N ARLINGTON AVENUE
"AR" STA 100+00 TO 102+50

JACOBS
 50 WEST LIBERTY STREET, SUITE 205
 RENO, NV 89501
 PH (775) 329-7300

NO.	DATE	REVISION	BY	APVD

DESIGNED	DR	CHK	APVD	APPROVED
S. PARTINGTON				

PRELIMINARY
NOT FOR
CONSTRUCTION



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.11

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

RECOMMENDED ACTION

Approve a contract with Westwood Professional Services, Inc., for design services and optional engineering during construction for the Traffic Signal Modification (TSM) 23-01 project at various locations in the region, in an amount not-to-exceed \$238,715.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Westwood Professional Services, Inc., is for professional design services for the Traffic Signal Modification (TSM) 23-01 project in the amount of \$176,215, and optional engineering during construction services (EDC) in the amount of \$62,500. The project includes replacement of outdated traffic signal cabinets, installation of American with Disability Act (ADA) compliant pedestrian push buttons, evaluation of associated ADA compliant pedestrian ramps, new Gridsmart video detection systems with bicycle and pedestrian data services and new meter pedestals with battery back-up systems (BBS).

Project also includes evaluation of three intersections: Nichols Boulevard at Howard Drive - Intersection Control Evaluation (ICE), Vista Boulevard at Disc Drive - limited traffic operation evaluation of southbound right turn movement and Calle De La Plata at Pyramid Way – limited traffic operations analysis of northbound and southbound left and right turn movements.

Westwood Professional Services, Inc., was selected from the Traffic-ITS Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of Westwood Professional Services, Inc.’s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the Proposed FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

March 18, 2022 Approved the Qualified Consultant List for Traffic -ITS Engineering Services

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of July 1, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Westwood Professional Services, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Westwood Professional Services, Inc. from the Traffic Engineering shortlist to perform Engineering and Construction Services in connection with the Traffic Signal Modification 23-01 project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. NOT USED.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 1 to 5)	\$151,215.00
Design Contingency (Task 6)	\$25,000.00
Optional Construction Services (Task 7)	\$30,000.00
Optional Record Information (Task 8)	\$2,500.00
<u>Construction Contingency (Task 9)</u>	<u>\$30,000.00</u>
Total Not-to-Exceed Amount	\$238,715.00

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the

control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is 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' Project Manager is Melissa Murphy 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)***-****

CONSULTANT: Randy Carroll
Director, Transportation Service
Westwood Professional Services, Inc.
5725 W. Badura Avenue, Suite 100
Las Vegas, Nevada 89118
702-284-5300

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

Westwood Professional Services, Inc.

By: _____
Jerry Slater, Vice President

SAMPLE

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

TRAFFIC SIGNAL MODIFICATIONS 23-01

This scope of services includes design and construction administration services for various intersection improvements. These improvements include:

1. Install a Battery Backup System (BBS) in a piggy-back configuration on the existing traffic signal cabinet at the following locations:
 - 1) Country Club Dr & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 2) Southwood Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 3) Village Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 4) Arrowcreek Pkwy & Wedge Pkwy (Washoe County, NV)
 - 5) Mt. Rose Hwy (SR 431) & Wedge Pkwy (Washoe County, NV)
 - 6) Mt. Rose Hwy (SR 431) & Thomas Creek Rd (Washoe County, NV)

2. Remove existing electrical service pedestal and replace with a new ground-mounted combination service pedestal and Battery Backup System (BBS) at the following locations:
 - 1) Robb Dr & Mae Anne Ave (Reno, NV)
 - 2) Golden Valley Rd & North Hills Blvd (Reno, NV)
 - 3) Plumb Ln & Plumas St (Reno, NV)
 - 4) Ryland St & Locust St (Reno, NV)

3. Remove the existing traffic signal controller cabinet and install a new traffic signal controller cabinet on new or existing foundation at the following locations:
 - 1) Golden Valley Rd & North Hills Blvd (Reno, NV)
 - 2) Plumb Ln & Plumas St (Reno, NV)
 - 3) Ryland St & Locust St (Reno, NV)

4. Install a new 6 channel monitor in the existing traffic signal controller cabinet at the following location:
 - 1) West St & W 4th St (Reno, NV)

5. Install and/or upgrade Gridsmart camera system on existing traffic signal poles for presence detection at the following locations:

- 1) Sutro St & Wedekind Rd (Reno, NV) – Upgrade existing system
 - 2) S McCarran Blvd (SR 659) & Greensboro Dr (Reno, NV) – Upgrade existing system
 - 3) Golden Valley Rd & North Hills Blvd (Reno, NV) – Install one camera
 - 4) S McCarran Blvd (SR 659) & Mayberry Dr (Reno, NV) – Install two cameras
 - 5) Country Club Dr & Tahoe Blvd (SR 28) (Washoe County, NV) – Install one camera
6. Install PTZ camera on existing traffic signal pole at the following locations:
- 1) W Plumb Ln & Plumas St (Reno, NV) – Install one camera
 - 2) W Plumb Ln & Lakeside Dr (Reno, NV) – Install one camera
 - 3) W Plumb Ln & S Virginia St (Reno, NV) – Install two cameras
 - 4) E Plumb Ln & Locust St (Reno, NV) - Install one camera
 - 5) E Plumb Ln & Kirman Ave (Reno, NV) - Install one camera
7. Upgrade existing Pedestrian Push Buttons (PPB) on existing traffic signal poles at the following location:
- 1) Country Club Dr & Tahoe Blvd (SR 28) (Washoe County, NV)
8. Install new iNS Pedestrian Push Buttons (PPBs) at the following locations:
- 1) Southwood Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 2) Village Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 3) Arrowcreek Pkwy & Wedge Pkwy (Washoe County, NV)
 - 4) Mt. Rose Hwy (SR 431) & Wedge Pkwy (Washoe County, NV)
 - 5) Mt. Rose Hwy (SR 431) & Thomas Creek Rd (Washoe County, NV)
 - 6) Sun Valley Blvd (SR 443) & E 2nd Ave (Washoe County, NV)
 - 7) Sun Valley Blvd (SR 443) & E 4th Ave (Washoe County, NV)
 - 8) Sun Valley Blvd (SR 443) & Dandini Blvd (Washoe County, NV)
9. Relocate one existing three-section traffic signal head from an existing pole-mount to a new mast-arm mount at the following location:
- 1) Sun Valley Blvd (SR 443) & E 4th Ave (Washoe County, NV) – Southeast quadrant

This scope of services also includes the following traffic engineering evaluations:

1. Prepare an Intersection Control Evaluations (ICE) and summary report for the intersection of Nichols Boulevard and Howard Drive in Sparks, NV. This work includes collection of

traffic data and manipulation and evaluation of the data for various control scenarios including stop control, signalized control and roundabout.

- 2) Prepare a limited traffic operations analysis and summary memorandum to determine the need and desired turn pocket length for the southbound right turn movement at the intersection of Vista Boulevard and Disc Drive in Sparks, NV. This work includes collection of traffic data and manipulation and evaluation of the data using various methods.
- 3) Prepare a limited traffic operations analysis and summary memorandum to determine desired turn pocket configuration and length for northbound and southbound left and right turn movements at the Calle De La Plata and Pyramid Way intersection in Washoe County, NV. This work includes collection of traffic data and manipulation and evaluation of the data using various methods.

1.0 PROJECT MANAGEMENT

1. General Project Management

CONSULTANT will conduct project management functions to progress the project in a timely and orderly manner. These functions include coordination with internal consultant staff, RTC and other participating agencies, as well as monthly accounting and invoicing.

2. Project Meetings

- a. CONSULTANT will notice (via email) and conduct one (1) project kick-off meeting with the RTC and participating agencies. It is anticipated that meetings will be held virtually.
- b. CONSULTANT will notice (via email) and conduct up to two (2) general project meetings with the RTC and participating agencies. It is anticipated that meetings will be held virtually.
- c. CONSULTANT will conduct one (1) encroachment permit meeting with RTC and NDOT in advance of the encroachment permit submittal. The encroachment permit meeting may be held virtually or in person at the NDOT District 2 office.

Deliverables: An electronic version of the meeting minutes in PDF format.

3. Public Outreach

Public Outreach is excluded and can be provided as an additional service under design contingency if authorized by the RTC.

2.0 INVESTIGATION OF EXISTING CONDITIONS

1. Investigate Existing Conditions and Conduct Field Inventory

- a. CONSULTANT will conduct a field review at each project intersection to verify observable conditions within the project area.
- b. CONSULTANT will obtain and review available as-built plans from NDOT, Washoe County, City of Reno, City of Sparks, and/or RTC for existing traffic signal systems or other related infrastructure improvement projects under design within the project area that may impact the identified improvements. NDOT as-built plans will be used, if necessary, to establish a centerline and right-of-way on the encroachment permit plan set.
- c. CONSULTANT will evaluate existing traffic signal pedestrian push button type/location and pedestrian ramps for ADA compliance at the following intersections:
 - 1) Robb Dr & Mae Anne Ave (Reno, NV)
 - 2) West St & W 4th St (Reno, NV)
 - 3) Sutro St & Wedekind Rd (Reno, NV)
 - 4) S McCarran Blvd (SR 659) & Greensboro Dr (Reno, NV)
 - 5) Golden Valley Rd & North Hills Blvd (Reno, NV)
 - 6) Plumb Ln & Plumas St (Reno, NV)
 - 7) Ryland St & Locust St (Reno, NV)
 - 8) S McCarran Blvd (SR 659) & Mayberry Dr (Reno, NV)
 - 9) W Plumb Ln & Lakeside Dr (Reno, NV)
 - 10) W Plumb Ln & S Virginia St (Reno, NV)
 - 11) E Plumb Ln & Locust St (Reno, NV)
 - 12) E Plumb Ln & Kirman Ave (Reno, NV)
 - 13) Country Club Dr & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 14) Southwood Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 15) Village Blvd & Tahoe Blvd (SR 28) (Washoe County, NV)
 - 16) Arrowcreek Pkwy & Wedge Pkwy (Washoe County, NV)
 - 17) Mt. Rose Hwy (SR 431) & Wedge Pkwy (Washoe County, NV)
 - 18) Mt. Rose Hwy (SR 431) & Thomas Creek Rd (Washoe County, NV)
 - 19) Sun Valley Blvd (SR 443) & E 2nd Ave (Washoe County, NV)
 - 20) Sun Valley Blvd (SR 443) & E 4th Ave (Washoe County, NV)
 - 21) Sun Valley Blvd (SR 443) & Dandini Blvd (Washoe County, NV)

2. Utility Investigation/Depiction

- a. **Subsurface Utilities:** CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and within the topographic survey limits identified in Section 2.4.a, that are anticipated to be impacted by project improvements in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level D or C, at the intersections identified below. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features that are anticipated to be impacted by project improvements and document depth of utility device, or invert of pipe, within such surface features.
 - 1) Robb Dr & Mae Anne Ave (Reno, NV)
 - 2) Golden Valley Rd & North Hills Blvd (Reno, NV)
 - 3) Plumb Ln & Plumas St (Reno, NV)
 - 4) Ryland St & Locust St (Reno, NV)
- b. **Utility Coordination:** Based on the utility 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 ensure utilities likely affected by the project are drawn on the applicable plan sheets.
- c. **Utility Pothole Exploration:** Utility potholing is excluded and can be provided as an additional service under design contingency if authorized by the RTC.

Deliverables: Utility conflict schedule identifying impacted utility surface features by Owner, type, and location.

3. Right of Way Mapping

- a. CONSULTANT will coordinate with RTC to obtain right of way and parcel boundary linework from Washoe County GIS. The right of way and parcel boundary GIS linework will be incorporated into the project improvement plans without verification to generally illustrate their location in project areas where impacts to right of way are not anticipated and right of way mapping is not included.
- b. CONSULTANT will engage a subconsultant to perform right of way mapping and research at the following locations:

- 1) Robb Dr & Mae Anne Ave (Reno, NV) – NW quadrant and up to 50-feet beyond the curb return
 - 2) Golden Valley Rd & North Hills Blvd (Reno, NV) – All quadrants and up to 50-feet beyond the curb return in each quadrant
 - 3) Plumb Ln & Plumas St (Reno, NV) - All quadrants and up to 50-feet beyond the curb return in each quadrant
 - 4) Ryland St & Locust St (Reno, NV) - All quadrants and up to 50-feet beyond the curb return in each quadrant
- d. Title reports, legal descriptions and associated exhibits are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

4. Topographic Survey

- a. CONSULTANT will engage a subconsultant to perform conventional field survey at the following locations:
- 1) Robb Dr & Mae Anne Ave (Reno, NV) - Intersection and up to 50-feet beyond the curb return on each approach
 - 2) Golden Valley Rd & North Hills Blvd (Reno, NV) - Intersection and up to 50-feet beyond the curb return on each approach
 - 3) Plumb Ln & Plumas St (Reno, NV) - Intersection and up to 50-feet beyond the curb return on each approach
 - 4) Ryland St & Locust St (Reno, NV) - Intersection and up to 50-feet beyond the curb return on each approach

5. Traffic Data Collection

- a. CONSULTANT will engage a subconsultant to collect the following data at the Nichols Blvd & Howard Dr intersection in Sparks, NV for use in evaluation:
- 1) Intersection Approach Data – Vehicle volume, speed and classification data will be collected for 72 hours over three consecutive days (Tuesday, Wednesday and Thursday). Data will only be collected at one location on Howard Dr and one location on Nichols Blvd.

- 2) Intersection Data – Vehicle, pedestrian and bicycle turning movement data will be collected for up to 4 hours per day for three consecutive days (Tuesday, Wednesday and Thursday) between the hours of 7:00AM to 9:00AM and 4:00PM to 6:00PM.
- b. CONSULTANT will engage a subconsultant to collect the following data at the Vista Blvd & Disc Dr intersection in Sparks, NV for use in evaluation:
- 1) Intersection Data – Vehicle, pedestrian and bicycle turning movement data will be collected for up to 4 hours per day for three consecutive days (Tuesday, Wednesday and Thursday) between the hours of 7:00AM to 9:00AM and 4:00PM to 6:00PM.
- c. CONSULTANT will engage a subconsultant to collect the following data at the Calle De La Plata & Pyramid Wy intersection in Washoe County, NV for use in evaluation:
- 1) Left and Right Turn Queue Data – Vehicle queue data will be collected for the right and left turn storage lanes on all approaches to the intersection. The queue data will be collected for up to 4 hours per day for three consecutive days (Tuesday, Wednesday and Thursday) between the hours of 7:00AM to 9:00AM and 4:00PM to 6:00PM.
 - 2) Intersection Data – Vehicle, pedestrian and bicycle turning movement data will be collected for up to 4 hours per day for three consecutive days (Tuesday, Wednesday and Thursday) between the hours of 7:00AM to 9:00AM and 4:00PM to 6:00PM.

Traffic data will not be collected on holiday weekends, during abnormal weather conditions, or periods of adjacent construction.

6. ADA Compliance Memorandum

- a. CONSULTANT will prepare a memorandum summarizing the findings related to the ADA field investigation described in Task 2.1.c. This memorandum will identify the location and general deficiencies of non-compliant pedestrian ramps and pedestrian push buttons and provide recommended improvements. Design services associated with bringing these elements into compliance are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

3.0 TRAFFIC ENGINEERING EVALUATIONS

1. Intersection Control Evaluation – Nichols Boulevard and Howard Drive (Sparks, NV)

- a. Intersection Conditions Assessment: A visual assessment of existing intersection conditions will be conducted to identify existing control and general operating conditions.
- b. Traffic Volume Projections: Historic traffic count data from NDOT in the vicinity of the subject intersection will be used to estimate an average annual growth rate that will be applied to the data collected in Section 2.5.a to generate a 5-year and 10-year intersection volume projections for use in the control evaluation.
- c. Travel Demand Model Review: The RTC will provide Travel Demand Model base year and future year projections on the Nichols Boulevard and Howard Drive corridors, if available. Annualized growth rates between the model year projections provided by RTC will be calculated for each corridor and compared to the growth rate calculated from historic NDOT count data.
- d. Crash Data Evaluation: Crash data for the most recent five-year period will be requested from NDOT and the City of Sparks. Data will be requested at the intersection and for a maximum distance of 750-feet from the intersection. The data will be reviewed, and general trends will be identified. A detailed evaluation of the data, along with the development or evaluation of crash mitigation measure and reduction factors is excluded.
- e. Control Evaluation: The year 2022 existing traffic volumes and future 5-year and 10-year projected intersection volumes will be analyzed to determine operational metrics such as intersection control delay, level of service and queueing for various control scenarios including all-way stop control, signalized control, and the existing roundabout. The intersection volume data will also be analyzed using the Multi-Way Stop Warrants and the Signal Warrants specified in the MUTCD.
- f. Summary Report: A report will be prepared summarizing the data collected, the evaluation methodology, the results of the evaluation, and general recommendations.
- g. Conceptual Design: Conceptual design services, including utility and right-of-way investigation are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

Deliverables: An electronic version of the summary report in PDF format.

2. SB Right Turn Lane Evaluation – Vista Boulevard and Disc Drive (Sparks, NV)

- a. Intersection Conditions Assessment: A visual assessment of existing intersection

conditions will be conducted to identify existing control and general operating conditions.

- b. **Traffic Volume Projections:** Historic traffic count data from NDOT in the vicinity of the subject intersection will be used to estimate an average annual growth rate that will be applied to the data collected in Section 2.5.b to generate a 5-year and 10-year intersection volume projections for use in the right turn lane evaluation.
- c. **Travel Demand Model Review:** The RTC will provide Travel Demand Model base year and future year projections on the Vista Boulevard and Disc Drive corridors, if available. Annualized growth rates between the model year projections provided by RTC will be calculated and compared to the growth rate calculated from historic NDOT count data.
- d. **Crash Data Evaluation:** Crash data for the most recent five-year period will be requested from NDOT and the City of Sparks. Data will be requested at the intersection and for a maximum distance of 500-feet from the intersection on the southbound approach. The data will be reviewed, and general trends will be identified. A detailed evaluation of the data, along with the development or evaluation of crash mitigation measure and reduction factors is excluded.
- e. **Right Turn Lane Evaluation:** The data collected will be used to analyze intersection operations and provide a recommendation as to the need for a dedicated SB right turn lane on Vista Boulevard.
- f. **Summary Report:** A report will be prepared summarizing the data collected, the evaluation methodology, the results of the evaluation, and general recommendations.
- g. **Conceptual Design:** Conceptual design services, including utility and right-of-way investigation are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

3. NB and SB Right/Left Turn Lane Evaluation – Calle De La Plata and Pyramid Way (Washoe County, NV)

- a. **Intersection Conditions Assessment:** A visual assessment of existing intersection conditions will be conducted to identify existing control and general operating conditions.
- b. **Traffic Volume Projections:** Historic traffic count data from NDOT in the vicinity of the subject intersection will be used to estimate an average annual growth rate that will be applied to the data collected in Section 2.5.c to generate a 5-year and 10-year

intersection volume projections for use in the turn lane evaluation.

- c. **Travel Demand Model Review:** The RTC will provide Travel Demand Model base year and future year projections on the Calle De La Platta and Pyramid Way corridors, if available. Annualized growth rates between the model year projections provided by RTC will be calculated and compared to the growth rate calculated from historic NDOT count data.
- d. **Crash Data Evaluation:** Crash data for the most recent five-year period will be requested from NDOT and Washoe County. Data will be requested at the intersection and for a maximum distance of 500-feet from the intersection on the Calle De La Plata approaches and up to 1,000-feet on the Pyramid Way approaches. The data will be reviewed, and general trends will be identified. A detailed evaluation of the data, along with the development or evaluation of crash mitigation measure and reduction factors is excluded.
- e. **Turn Lane Evaluation:** The data collected will be used to analyze intersection operations and provide recommendations for the northbound and southbound left and right turn lanes on Pyramid Way.
- f. **Summary Report:** A report will be prepared summarizing the data collected, the evaluation methodology, the results of the evaluation, and general recommendations.
- g. **Conceptual Design:** Conceptual design services, including utility and right-of-way investigation are excluded and can be provided as an additional service under design contingency if authorized by the RTC.

4.0 FINAL DESIGN

1. Preliminary Plan Set Layout

CONSULTANT will prepare a preliminary plan set illustrating the sheet layout and the GIS, survey, right of way, and as-built information collected for the project. The preliminary plan set will be submitted to the RTC for review and approval prior to advancing the project to Final Design.

Deliverables: An electronic version of the preliminary plan set in PDF format.

2. Right-of-Way Review

CONSULTANT will review the preliminary plan layout and identify areas, if any, that could require right-of-way acquisition. These areas will be reviewed with the RTC to determine if

changes in the Scope of Services are necessary to eliminate the need for right of way acquisition or if additional services are needed to further define the existing right of way.

3. Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the contract document boilerplate via file share or email in MS Word format. The RTC and local entity review comments will be incorporated as appropriate into the final Plans and Specifications.

The issued for bid construction plans will be on 22" x 34" size sheets (scalable to 11"x17") and will show all relevant elements of the project construction. The final plan set will include:

- Cover Sheet
- Abbreviation, Symbols and General Notes Sheets
- Removal/Demolition Plan Sheets (at 1"=30' scale)
- Improvement Plan Sheets (at 1"=30' scale)
- Striping Plan Sheets (at 1"=30')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if conflicts are anticipated due to vertical clearances. All located, existing underground utilities shown on the Plan Sheets will be accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "D", unless otherwise noted."

Structural evaluations of traffic signal poles to support equipment modification/relocation is excluded and can be provided as an additional service under design contingency if authorized by the RTC.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity,

and other affected parties for review at the 50% and 100% stage of completion per the following:

- 50% and 100% Plans – One 11”x17” set to RTC, six 11”x17” sets to Local Entities, and one 11”x17” set each to utility agency.
 - 50% and 100% Specifications – One set each to RTC and Local Entities.
- b. Quality Control: 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.
- d. Final Sealed Issued for Bid Plan Submittal: CONSULTANT will submit final sealed plans to the RTC and Local Entities as follows:
- RTC: An electronic copy of the Title Sheet in PDF format
 - RTC and Local Entities: Two (2) 11”x17” bond plan set
 - RTC and Local Entities: An electronic copy of the final plans in PDF format and Civil3D drawing files
- e. Final Issued for Bid Technical Specification Document Submittal: CONSULTANT will submit final technical specifications to the RTC and Local Entities as follows:
- RTC and Local Entities: One (1) hard copy and an electronic copy in MS Word format

Deliverables: Hard and electronic copies of the plans and technical specifications as outlined in Section 3.1.

4. Engineer’s Opinion of Probable Construction Costs and Time

CONSULTANT will prepare the Engineer's opinion of probable construction costs for the project based on the final design and any approved alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables: An electronic copy in MS Word and/or PDF format to the RTC.

5. Nevada Department of Transportation Encroachment Permit:

CONSULTANT will prepare and process one encroachment permit package, including color-coded plans, through the Nevada Department of Transportation for the portions of the project at the McCarran Boulevard (SR 659), Sun Valley Boulevard (SR 443), Mt. Rose Highway (SR 431) and Tahoe Boulevard (SR 28) intersections. The RTC, City of Reno and Washoe County will be the co-applicants on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. CONSULTANT will prepare plan revisions and resubmit permit documents to address NDOT comments. It is assumed that four NDOT permit packages will be prepared and processed, one for each NDOT route.

Deliverables: Up to four (4) encroachment permit packages.

5.0 BIDDING SERVICES

1. Plan Set and Specification Distribution

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

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. It is anticipated that CONSULTANT will attend pre-bid meeting virtually.

3. Bid Opening

CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items. It is anticipated that CONSULTANT will attend the bid opening in person.

6.0 DESIGN CONTINGENCY

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

7.0 OPTIONAL CONSTRUCTION SERVICES (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project and to establish a defined scope of work and associated fee for these services. If the services are authorized, CONSULTANT may engage subconsultants to assist with the services.

1. Contract Administration (Optional)

Upon receiving authorization from the RTC, the CONSULTANT may engage a subconsultant to assist in providing contract administration services which may include the following:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor traffic control plans
- Review contractor submittals for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor construction schedule and work progress
- Review construction for acceptance and/or mitigation based on conformance to the contract documents
- Review contractor monthly pay request and provide recommendations
- Supervise the inspection, surveying and material testing activities of CONSULTANT
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

CONSULTANT shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall CONSULTANT have any authority or responsibility to stop or direct the work of any contractor

2. Construction Surveying (Optional)

Upon receiving authorization from the RTC, the CONSULTANT may engage a subconsultant to perform construction surveying services which may include the following:

- Meetings - Attend the preconstruction conference and construction meetings
- Verification Staking – Provide grade, utility and final staking as necessary for improvements

- Post Construction Verification Survey – Provide post construction surveying as required for new installations

3. Inspection (Optional)

Upon receiving authorization from the RTC, the CONSULTANT may engage a subconsultant to perform inspection services. The number of inspectors and inspection hours per day will be determined based on the final design and the construction duration established during bidding. Inspection services may include the following:

- Attend the preconstruction conference
- Coordinate material testing and construction survey
- Observe the work performed by the Contractor and document if that work is in substantial compliance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare inspection reports, submitted to RTC and copied to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in reviewing contractor's monthly progress payments
- Assist in preparation of the Punch List
- Maintain a field set of drawings to incorporate contractor record drawing mark-ups

4. Materials Testing (Optional)

Upon receiving authorization from the RTC, the CONSULTANT will engage a subconsultant to perform materials 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, if applicable to the project, 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 to the RTC.

8.0 RECORD INFORMATION (Sole Option and Discretion of RTC)

The RTC and CONSULTANT shall review the need for Record Information following the completion of construction to determine their appropriateness to the project. Upon receiving authorization from the RTC, the CONSULTANT will prepare as-built record drawings for the completed project in PDF format (22" x 34" at 300 dpi) provided electronically via file sharing or email to the RTC. The PDF file shall include all plan sheets in one file with index/bookmarks for each section and the drawings will be identified, dated and signed as the

record drawings for the Project. The as-built record drawings will be based upon the CONSULTANT'S knowledge of the changes in the Project during construction and review of the contractor's final record documents.

9.0 CONSTRUCTION CONTINGENCY (Sole Option and Discretion of RTC)

This is a construction contingency for miscellaneous increases within the construction services scope of this contract, if authorized. 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

TRAFFIC SIGNAL MODIFICATIONS 23-01

Task	Description	Staff Hours and Fees							Hours Subtotal	Sub-Consultant	Direct Expenses	Lump Sum Task Amounts
		Project Director	Project Manager	Project Engineer	Designer	Graduate Engineer	Technician	Admin				
1.0	PROJECT MANAGEMENT											
1	General Project Management	2.0	16.0					8.0	26.0	\$0.00	\$3,500.00	\$7,960.00
2	Project Meetings	4.0	8.0	2.0	0.0	0.0	0.0	0.0	14.0	\$0.00	\$0.00	\$3,040.00
	Subtotal Hours	6.0	24.0	2.0	0.0	0.0	0.0	8.0	40.0			
	Subtotal Fee	\$1,500.00	\$5,040.00	\$360.00	\$0.00	\$0.00	\$0.00	\$600.00		\$0.00	\$3,500.00	\$11,000.00
2.0	INVESTIGATION OF EXISTING CONDITIONS											
1	Investigations/Field Inventory	1.0	28.0	0.0	0.0	28.0	0.0	0.0	57.0	\$0.00	\$0.00	\$10,050.00
2	Utility Investigation/Depiction	0.0	4.0	0.0	0.0	10.0	0.0	0.0	14.0	\$0.00	\$0.00	\$2,240.00
3	Right of Way Mapping	0.0	1.5	0.0	0.0	1.5	0.0	0.0	3.0	\$4,800.00	\$0.00	\$5,325.00
4	Topographic Survey	0.0	1.5	0.0	0.0	1.5	0.0	0.0	3.0	\$6,500.00	\$0.00	\$7,025.00
5	Traffic Data Collection	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	\$18,000.00	\$0.00	\$18,420.00
6	ADA Compliance Memorandum	1.0	2.0	6.0	0.0	6.0	0.0	0.0	15.0	\$0.00	\$0.00	\$2,590.00
	Subtotal Hours	2.0	39.0	6.0	0.0	47.0	0.0	0.0	94.0			
	Subtotal Fee	\$500.00	\$8,190.00	\$1,080.00	\$0.00	\$6,580.00	\$0.00	\$0.00		\$29,300.00	\$0.00	\$45,650.00
3.0	TRAFFIC ENGINEERING EVALUATIONS											
1	Nichols & Howard - Light ICE/Circulation Study	1.0	14.0	22.0	0.0	35.0	0.0	2.0	74.0	\$0.00	\$0.00	\$12,200.00
2	Vista & Disc - LOS and SB RTL Evaluation	1.0	9.0	16.0	0.0	24.0	0.0	2.0	52.0	\$0.00	\$0.00	\$8,530.00
3	CDLP & Pyramid - LOS and NBL/RT Evaluation	1.0	9.0	16.0	0.0	24.0	0.0	2.0	52.0	\$0.00	\$0.00	\$8,530.00
	Subtotal Hours	3.0	32.0	54.0	0.0	83.0	0.0	6.0	178.0			
	Subtotal Fee	\$750.00	\$6,720.00	\$9,720.00	\$0.00	\$11,620.00	\$0.00	\$450.00		\$0.00	\$0.00	\$29,260.00
4.0	FINAL DESIGN											
1	Preliminary Plan Set Layout	0.0	2.0	0.0	16.0	0.0	0.0	0.0	18.0	\$0.00	\$0.00	\$2,900.00
2	Right of Way Review	1.0	2.0	1.0	0.0	0.0	0.0	0.0	4.0	\$0.00	\$0.00	\$850.00
3	Final Plans and Specifications	15.0	64.0	46.0	83.0	62.0	6.0	0.0	276.0	\$0.00	\$1,000.00	\$48,735.00
4	Engineer's Opinion of Probable Costs and Time	0.0	5.0	0.0	10.0	0.0	0.0	0.0	15.0	\$0.00	\$0.00	\$2,600.00
5	NDOT Encroachment Permit	0.0	8.0	0.0	27.0	0.0	0.0	5.0	40.0	\$0.00	\$0.00	\$6,240.00
	Subtotal Hours	16.0	81.0	47.0	136.0	62.0	6.0	5.0	353.0			
	Subtotal Fee	\$4,000.00	\$17,010.00	\$8,460.00	\$21,080.00	\$8,680.00	\$720.00	\$375.00		\$0.00	\$1,000.00	\$61,325.00
5.0	BIDDING SERVICES											
1	Distribution	0.0	1.0	0.0	0.0	0.0	0.0	2.0	3.0	\$0.00	\$0.00	\$360.00
2	Pre-Bid Meeting/Bid Support	0.0	4.0	4.0	0.0	4.0	2.0	0.0	14.0	\$0.00	\$0.00	\$2,360.00
3	Bid Opening/Tabulation	0.0	6.0	0.0	0.0	0.0	0.0	0.0	6.0	\$0.00	\$0.00	\$1,260.00
	Subtotal Hours	0.0	11.0	4.0	0.0	4.0	2.0	2.0	23.0			
	Subtotal Fee	\$0.00	\$2,310.00	\$720.00	\$0.00	\$560.00	\$240.00	\$150.00		\$0.00	\$0.00	\$3,980.00
6	DESIGN CONTINGENCY											\$25,000.00
7	OPTIONAL CONSTRUCTION SERVICES											\$30,000.00
8	RECORD INFORMATION											\$2,500.00
9	CONSTRUCTION CONTINGENCY											\$30,000.00
	Total Basic Services Hours	27	187	113	136	196	8	21	688			
	Total Basic Services Fee	\$6,750.00	\$46,750.00	\$28,250.00	\$34,000.00	\$49,000.00	\$2,000.00	\$5,250.00		\$29,300.00	\$4,500.00	\$238,715.00

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.12

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

RECOMMENDED ACTION

Approve the qualified list of consultants to provide civil engineering, design, and construction management services for the Street and Highway Program.

BACKGROUND AND DISCUSSION

RTC implemented a comprehensive qualifications-based procurement of certain architectural and engineering services specified under state law N.R.S. 625.530 and N.R.S. 332.115(1)(b). RTC Management Policy P-13 and related procedures allowed staff to procure such professional services in connection with the following programs and projects:

1. Pavement Preservation Program. Annual program that includes pavement preservation, pavement rehabilitation and reconstruction projects on the regional road network.
2. 2050 Regional Transportation Plan (RTP) projects. Roadway capacity and/or multimodal projects identified and prioritized with the RTC's 2050 RTP.
3. Other Regional Road projects.

A selection committee consisting of RTC staff and local agency representatives reviewed, evaluated, and scored the statements of qualifications received. Pursuant to the terms of the procurement, the RTC selected the eleven (11) consultants with the highest scores for the qualified list.

Pending approval of this agenda item, the RTC will use the qualified list to engage consultants for future Street and Highway projects. The list is unranked and the RTC may assign multiple projects to the same firm when deemed prudent due to the size, nature, or interrelatedness of the projects and the consultant's demonstrated qualifications and ability to execute them.

RTC reserves the right to not award any contracts to any firm if it is not in the best interest of the RTC. The list will be effective for a period of three (3) years.

FISCAL IMPACT

No fiscal impact will result from this action.

PREVIOUS BOARD ACTION

December 17, 2021 Authorized the procurement of a qualified list of consultants to provide civil engineering, design, and construction management services for the Streets & Highways Program.

ATTACHMENT

A. Qualified List of Consultants for the Street and Highway Program

Street and Highway Program

Qualified List of Consultants

Atkins North America
CA Group
Eastern Sierra Engineering
Farr West Engineering
HDR Engineering
Jacobs
J-U-B Engineering
Kimley Horn & Associates
Lumos & Associates
Nichols Consulting Engineers
Wood Rodgers

*** List is alphabetical and not sorted by rank or scoring.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.13

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$50,000.

BACKGROUND AND DISCUSSION

The City of Reno will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The ICA (see Attachment A) allows the RTC to reimburse the City of Reno up to \$50,000. The agreement term for this ICA will conclude at the end of FY2023.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

June 18, 2021 Approved ICA with City of Reno for Signal Timing 6 – Phase 2

December 20, 2019 Approved ICA with City of Reno for Signal Timing 6 – Phase 1

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

TRAFFIC SIGNAL TIMING 6 – PHASE 3
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on _____, 2022, by and between the City of Reno (hereinafter “Reno”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

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

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

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

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Reno jurisdictional Boundaries; and

WHEREAS, Reno owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Reno staff working directly on the Project; and,

WHEREAS, Reno supports utilization of its staff on a reimbursable basis for work associated with Project; and

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

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Reno representatives to: oversee the selection of up to one-third of all traffic signals located within the Reno boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Reno in the amount, not to exceed, \$50,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2022).
3. Reimburse Reno quarterly for eligible invoiced Project costs within 30 days of receiving invoices from Reno.

4. RTC shall direct RTC staff to complete the work on the Project by June 30, 2023 to the satisfaction of Reno staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices.
5. RTC will submit proposed signal timing to Reno for review and approval.

B. Reno agrees to:

1. Assign a designee to represent Reno on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Reno shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2022).
3. Invoice the RTC no later than June 30, 2023, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Reno shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accounts payable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1st, 2022 to June 30, 2023. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Reno: John Flansberg, P.E., Director of Public Works
 c/o Kurt Dietrich, P.E, PTOE, Traffic Engineer
 City of Reno
 P.O. Box 1900
 Reno, NV 89505

If to RTC: Brian Stewart, P.E., Engineering Director
 c/o Andrew Jayankura, P.E., PTOE, RSP₁ Project Manager
 Regional Transportation Commission
 1105 Terminal Way, Suite 108
 Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF RENO

By _____
Bill Thomas, AICP, Executive Director

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO FORM:

Deputy City Attorney

ATTEST:

Mikki Huntsman, City Clerk

SAMPLE

ATTACHMENT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Traffic Engineer.....	\$98.63
Associate Civil Engineer.....	\$95.49
Traffic Signal Technician.....	\$77.82

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.14

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Sparks for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$25,000.

BACKGROUND AND DISCUSSION

The City of Sparks will provide staff to assist RTC in implementing new signal timing into their respective central traffic system. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The Interlocal Cooperative Agreement (ICA) (see Attachment A) allows the RTC to reimburse the City of Sparks up to \$25,000. The agreement term for this ICA will conclude at the end of FY2023.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

June 18, 2021 Approved ICA with City of Sparks for Signal Timing 6 – Phase 2

December 20, 2019 Approved ICA with City of Sparks for Signal Timing 6 – Phase 1

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

TRAFFIC SIGNAL TIMING 6 – PHASE 3
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on July 1st, 2022, by and between the City of Sparks (hereinafter “Sparks”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

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

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

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

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Sparks jurisdictional Boundaries; and

WHEREAS, Sparks owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Sparks staff working directly on the Project; and

WHEREAS, Sparks supports utilization of its staff on a reimbursable basis for work associated with Project; and

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

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Sparks representatives to: oversee the selection of up to one-third of all traffic signals located within the Sparks boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Sparks in the amount, not to exceed, \$25,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2022).
3. Reimburse Sparks quarterly for eligible invoiced Project costs within 30 days of receiving invoices from Sparks.
4. RTC shall direct RTC staff to complete the work on the Project by June 30th, 2023 to the satisfaction of Sparks staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices or as directed by Sparks Transportation Manager.

5. RTC will submit proposed signal timing to Sparks for review and approval.

B. Sparks agrees to:

1. Assign a designee to represent Sparks on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Sparks shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2021).
3. Invoice the RTC no later than June 30, 2023, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Sparks shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1st, 2022 to June 30, 2023. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Sparks: Neil C. Krutz, City Manager
 c/o Jon Ericson, City Engineer
 City of Sparks
 P.O. Box 857
 Sparks, NV 89432

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, RSP1, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF SPARKS

By _____
Bill Thomas, AICP, Executive Director

By _____
Ed Lawson, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

Lisa Hunderman, City Clerk

SAMPLE

ATTACHMENT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Transportation Manager.....	\$98.10
Transportation Services Coordinator.....	\$75.33
Crew Supervisor.....	\$65.34
Signal Technician.....	\$58.14

SAMPLE



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

STEVE SISOLAK
Governor

Kristina L. Swallow, P.E., Director

In Reply Refer to:

October 11, 2021

Kaela Neff
Senior Accountant -Finance
City of Sparks

FFY22 Direct Benefit Rate

Based on the information provided by the City of Sparks, the Department of Transportation has approved the following Direct Salary and Benefit Rates:

Amber Sosa	\$98.10	Wayne Yount	\$65.34
Jim Herman	\$75.33	Eli Espinosa	\$58.14

Please note that even though the underlying methodology is consistent with the general principles for determining costs, the underlying actual costs are still subject to audit verification and the actual time charged to any project must be supported by timesheets. The timesheets and the cost allocations must be allocated to federal awards and all other activities in a consistent manner.

These approved Direct Benefit Rates are effective **11/1/2021** through **10/31/2022**. Annually, the Direct Benefit Rate calculations are to be recalculated and resubmitted to the Department of Transportation for approval.

Please feel free to contact me if you have any questions.

Sincerely,

Martin L. Hunter, MBA, CTP
Chief Accountant
NDOT Accounting Division
1263 S. Stewart Street
Carson City, NV 89712

Cc: Jana Mabry | Graham Dollarhide | Sandeep Garg | Cheyne J Snyder | Norfa Lanuza | Vickie Pritchett | Kevin Verre | Kirsten Kehe



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.15

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 3 project, for a reimbursement amount not-to-exceed \$250,000.

BACKGROUND AND DISCUSSION

UNR will provide consulting services to assist RTC in observing, developing and implementing new signal timing at selected corridors in the Reno/Sparks area. This next phase of signal timing will revisit and continue to improve signal timing completed three years prior. This phase will continue to focus on weekend signal timing, and update other basic timing parameters. The Interlocal Cooperative Agreement (ICA) (see Attachment A) allows the RTC to reimburse UNR up to \$250,000. The agreement term for this ICA will conclude at the end of FY2023.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

June 18, 2021	Approved ICA with University of Nevada for Signal Timing 6 – Phase 2
December 20, 2019	Approved ICA with University of Nevada for Signal Timing 6 – Phase 1

ATTACHMENT(S)

A. Interlocal Cooperative Agreement

TRAFFIC SIGNAL TIMING 6 – PHASE 3
INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on July 1st, 2022, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

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

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

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

WHEREAS, the purpose of this Agreement is to promote increased efficiency in the design, construction and operation of streets and highways in Washoe County, Nevada; and

WHEREAS, the services to be provided by the UNIVERSITY will be of benefit to the RTC and to the people of the Washoe County, Nevada; and

WHEREAS, the UNIVERSITY, through its Civil Engineering Department, is willing and able to perform the technical services needed to supplement those of the RTC for the purpose of traffic engineering related studies;

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

A. RTC agrees to:

1. To reimburse UNIVERSITY, upon the receipt of valid quarterly invoices, for costs of work requested by RTC in an amount not-to-exceed \$62,500.00 quarterly, and \$250,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to insure adherence to project standards, specifications, and criteria.

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

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services identified in Exhibit B.
2. To invoice the RTC quarterly for reimbursement of costs in an amount not-to-exceed \$62,500.00 quarterly, and \$250,000.00 overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
2. The performance period of this Agreement is July 1st, 2022 to June 30, 2023. No payment shall be made for work accomplished outside the performance period.
3. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

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

CONTRACTUAL MATTERS: Office of Sponsored Projects/325
c/o Director
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4040
Fax: (775) 784-6680
E-mail: ospadmin@unr.edu

If to RTC: Brian Stewart, P.E., Engineering Director
c/o Andrew Jayankura, P.E., PTOE, RSP1, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
Fax: (775) 348-0170
E-mail: ajayankura@rtcwashoe.com

5. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
6. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.
8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have

been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
10. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
22. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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IN WITNESS WHEREOF, the parties have to have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

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

By _____
Bill Thomas, AICP, Executive Director

By _____
Joseph Nady
Manager Grants and Contracts, Sponsored Projects

SAMPLE

EXHIBIT A

Project: RTC Traffic Signal Timing 6 - Phase 3 - Cost Breakdown for FY 2023

Associate	Quarter 1 (Jul. - Sept. 2022)			Quarter 2 (Oct. - Dec. 2022)			Quarter 3 (Jan. - Mar. 2023)			Quarter 4 (Apr. - Jun. 2023)		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Faculty and Staff	80	100	\$8,000.00	80	100	\$8,000.00	80	100	\$8,000.00	80	100	\$8,000.00
Graduate Students	650	55	\$35,750.00	650	55	\$35,750.00	650	55	\$35,750.00	650	55	\$35,750.00
Undergraduate Students	300	30	\$9,000.00	300	30	\$9,000.00	300	30	\$9,000.00	300	30	\$9,000.00
Data Collection, Materials, and Program Development			\$9,750.00			\$9,750.00			\$9,750.00			\$9,750.00
Sub Total			\$62,500.00	Sub Total		\$62,500.00	Sub Total		\$62,500.00	Sub Total		\$62,500.00

Quarter 1 Corridors	Quarter 2 Corridors	Quarter 3 Corridors	Quarter 4 Corridors
Downtown Reno/UNR	Keystone Ave	E. McCarran Blvd	N. Virginia St/Panther Dr
Rock Blvd	South Meadows Pkwy	Sun Valley Dr.	Golden Valley Dr.
	Sutro/Kirman Ave	Oddie Blvd	Vista Blvd (North)

\$250,000.00 Total

RTC REGIONAL SIGNAL TIMING 6 – PHASE 3

Submitted by

Principal Investigator

Zong Z. Tian, Ph.D., P.E.

Center for Advanced Transportation Education and Research (CATER)

Department of Civil & Environmental Engineering

University of Nevada, Reno

Reno, NV 89557

Email: zongt@unr.edu

Tel: (775)784-1232

April 19, 2022

RTC REGIONAL SIGNAL TIMING 6 – PHASE 3

The regional signal re-timing project for the Reno-Sparks metropolitan area and the Washoe County is an ongoing collaborative effort among the local agencies: RTC, City of Reno, City of Sparks, Washoe County, and UNR. Each year, approximately 150 signalized intersections need to be re-timed to keep the signal timing plans up to date to best serve the ever-changing traffic flow conditions. Signal re-timing is considered one of the most effective management and operational strategies with typical benefit-cost ratios ranging between 15:1 and 300:1.

The scope of work of Signal Timing 6 - Phase 3 of this project includes the following major tasks.

Task 1: Data Collection

The UNR team will collect necessary traffic/pedestrian volumes, geometry, travel time, and speed data for signal timing design and evaluation. The UNR team will also provide other necessary technical assistance to RTC and other local agencies such as updating basic signal timing parameters (pedestrian WALK, FDW, yellow, and red clearance intervals), signal warrant analyses, vehicle speed collection, and other traffic related tasks.

Task 2: Timing Development and Field Implementation

The UNR team will work closely with RTC project manager and city staff on developing and implementing signal timing plans in the region. The following corridors are expected to be re-timed during this phase of the project: Downtown Reno/UNR, Rock Blvd, Keystone Ave, E. McCarran Blvd, N. Virginia St/Panther Dr., South Meadows Pkwy, Sun Valley Dr., Golden Valley Dr., Sutro/Kirman Ave, Oddie Blvd, Vista Blvd (North). Additional corridors may be re-timed based on priorities or citizen complaints.

Task 3: Attend Local Meetings

The UNR team will attend necessary project meetings to discuss new tasks and issues. At least one project meeting will be held each month to ensure project be on schedule.

Task 4: Project Report

Results from the project will be documented in technical reports. The report will include detailed before-after travel run results as well as issues identified and recommendations for improvements.

Proposed Budget

The project period is from July 1, 2022 to June 30, 2023 for a total of 12 months. The total estimated budget is \$250,000, and the detailed breakdown of the cost items is included in Exhibit A.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.16

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

Authorize the Executive Director to bind annual insurance coverage effective July 1, 2022, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust.

BACKGROUND AND DISCUSSION

The Nevada Public Agency Insurance Pool was formed in 1987 by Nevada public entities to provide a stable and consistent alternative to the commercial insurance markets. The pool provides property & casualty coverage as well as risk management, human resources and loss control services to its members. Membership in the pool includes counties, cities, school districts, special districts and towns. The pool is governed by a Board of Directors represented by members. NPAIP provides property/casualty coverage to a diverse group of more than 100 Nevada public entities.

NPAIP provides broad, manuscript property coverage with a maximum limit per loss of \$300,000,000. NPAIP also provides \$150,000,000 shared aggregate limits separately for Earthquake and Flood losses, subject to a \$25,000,000 aggregate sub-limit for flood losses in flood zone A. Property coverage will be subject to a deductible of \$25,000 per event, including for earthquake and flood losses. Coverage is also included for boiler & machinery (equipment breakdown) with a policy limit of \$100,000,000 per loss. Physical damage coverage is also included for scheduled vehicles both on and off-premises (does not include the Buses & Coaches).

NPAIP provides liability limits of \$10,000,000 each event/each member subject to a member annual aggregate liability limit of \$10,000,000 for Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts (Errors & Omissions) Liability. Coverage will be subject to a \$25,000 deductible per event/wrongful act.

NPAIP provides Cyber Risk Security coverage for \$3,000,000 for Privacy or Security Liability per event and in the aggregate for each member. Coverage also includes \$100,000 for Security Failure/Privacy Event Management Coverage, \$250,000 in Network Interruption Coverage and \$50,000 for Proof of Loss Preparation Costs. For this renewal, coverage will be subject to a \$15,000,000 aggregate limit for all NPAIP members combined.

NPAIP also provides Environmental Liability with coverage for Third Party Claims for Bodily Injury, Property Damage or Remediation Expense, First Party Remediation Expense and

Emergency Response Expense with each incident limit of \$2,000,000, subject to an annual aggregate limit of \$10,000,000 and \$25,000 deductible. Coverage is also included for Business Interruption with a limit of \$2,000,000 up to 365 days.

The total NPAIP renewal premium is increasing from \$258,616 to \$268,671 or approximately 4%. The increase is driven mainly by increases in premium rates in the insurance markets.

The property & casualty insurance market continues to present challenges to buyers. Global insured catastrophic loss rose to \$112 billion in 2021. This follows record and above average catastrophic losses in recent years. The challenging market has led to loss of capacity. The excess liability market is particularly affected. In recent years, the reinsurance marketplace has been impacted by increased litigation, nuclear verdicts, defense costs, and frequency of global natural disasters.

The impact of COVID-19 on insurance costs has not yet been felt within the marketplace. 2022 may prove pivotal, as lawsuits arise from employment practices insurance claims, and from employees contracting COVID-19 at work after transitioning from their remote environments.

The NPAIP negotiated directly with the underwriters to mitigate this year's rate increase as much as possible for its members.

The RTC RIDE contractor, Keolis Transit Services LLC, is responsible for automobile and general liability losses for the RTC RIDE system. The RTC ACCESS contractor, MTM LLC, is responsible for automobile and general liability losses for RTC ACCESS and RTC FlexRide. RTC still has responsibility for automobile/general liability for RTC support vehicles, RTC road programs, and RTC facilities.

Staff is recommending renewal of Crime Insurance with limits of \$5,000,000 for employee theft, forgery, computer fraud, funds transfer fraud, money orders and counterfeit currency fraud and Fiduciary Liability with a limit of \$4,000,000. The deductible for employee theft and money & securities on-premises is \$500,000 to provide coverage excess of the limit provided by the NPAIP and \$25,000 for the other listed coverage. Coverage will include social engineering fraud with a limit of \$250,000 and \$100,000 deductible. The renewal premium for the Crime and Fiduciary Liability coverage is up 24.8% to \$14,988.

RTC's Workers Compensation and Employer's Liability coverage is provided through the Public Agency Compensation Trust (PACT), which is a Nevada based insurance pool that was formed under Nevada's Interlocal Cooperation Act in 1996. PACT provides workers compensation, claims and risk management services to its Nevada government entity members.

The estimated proposed total cost of the insurance coverage is \$345,079. The total estimated cost represents an increase of \$17,753 or 5.4% when compared to the prior year's final renewal costs.

The RTC has maintained an agreement with the Reno office of USI Insurance Services LLC for the purpose of brokering insurance coverage as required for the effective operation of the RTC.

In concurrence with USI Insurance Services., staff recommends that the coverage be bound effective July 1, 2022.

The broker's compensation for these renewals is a combination of negotiated commissions and fees and is included as part of the overall insurance cost. Last year, the broker's total compensation at renewal was \$33,990. This year, the broker's total estimated annual compensation at renewal will be \$33,416, a reduction of 1.7%. The broker continues to provide insurance services, risk management services and contract review services throughout the year as a component of the broker compensation.

Staff has always looked to protect the agency at the best possible price against catastrophic losses that have the potential to inhibit the agency's ability to continue providing the necessary transportation services for our community.

Staff believes this program accomplishes that goal.

FISCAL IMPACT

Funding for the insurance coverage is included in the approved FY 2023 Budget.

PREVIOUS BOARD ACTION

- | | |
|---------------|---|
| June 18, 2021 | Authorized the Executive Director to bind annual insurance coverage effective July 1, 2021. |
| June 19, 2020 | Authorized the Executive Director to bind annual insurance coverage effective July 1, 2020. |

ATTACHMENT

- A. Insurance Renewal Cost Recap

**REGIONAL TRANSPORTATION COMMISSION
INSURANCE RENEWAL COST RECAP**

Coverage	Renewal Limits	Renewal Deductibles	Renewal Insurer	2021/22 Expiring Premiums	2022/23 Renewal Premiums	\$ Variance	% Var.
Property Earthquake Flood Flood A/V Cyber Security Employee Theft Pollution Liability	\$300,000,000 per loss \$150,000,000* \$150,000,000* \$25,000,000* \$3,000,000 \$500,000 \$2,000,000	\$25,000 \$25,000 \$25,000 \$25,000 None \$25,000 \$25,000	Nevada Public Agency Insurance Pool (POOL)	\$258,616	\$268,671	\$10,055	4%
General Liability, Auto Liability, Employment Practices & Wrongful Acts Liability	\$10,000,000 per event \$10,000,000 aggregate	\$25,000	Nevada Public Agency Insurance Pool (POOL)	Included above	Included above	-	-
Workers Comp. Employer's Liability	Statutory Coverage \$2,000,000	N/A (Nil)	Public Agency Compensation Trust (PACT)	\$34,741^	\$42,832^	\$8,091	23%
Crime	Employee Theft: \$5M On Premises: \$5M Other Coverages: \$5M Social Engineering: \$250k	\$500,000 \$500,000 \$25,000 \$100,000	Federal Ins. Co. (Chubb)	\$12,007	\$14,988	\$2,981	24.8%
Fiduciary Liability	Limit: \$4,000,000	N/A (Nil)	Federal Ins. Co. (Chubb)	\$9,462	\$10,088	\$626	6.7%
[Included Above] Broker Commission - (Renewal Process, Placement, Service)				\$21,490	\$24,916	\$2,423	11.3%
USI Broker Fee (Risk Management, Loss Control & Contract Review)				\$12,500	\$8,500	(\$4,000)	(32%)
<i>Total Broker Compensation</i>				<i>\$33,990</i>	<i>\$33,413</i>	<i>(\$577)</i>	<i>(1.7%)</i>
Total Annual Insurance Cost				\$327,326	\$345,079	\$17,753	5.4%

* Shared, Annual Aggregate Limits ^ Estimated & Auditable Premium



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 4.17

From: Angela Reich, Director of Administrative Services

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 \$119,403.

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 sources 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, 2022 to June 31, 2023.

FISCAL IMPACT

The service agreement amount is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

April 13, 2021 Approved a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems, not to exceed \$115,924.00

ATTACHMENT(S)

A. Service Agreement Quotation 451-190

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, 2019

Anniversary Date of Agreement: 6/30/19, 6/30/20 & 6/30/21

Plan Charge: \$ _____ (Annually In Advance) Net 30 _____ (Initial)

System Location: RTC – Terminal way, Villanova, Sutro, Centennial Plaza, 6th Street Yard, Virginia & 4th Street Rapid Stations

CUSTOMER (Billing Address):

Company: Regional Transportation Commission

Address: 2050 Villanova Drive

City: Reno State: NV Zip: 89502

Attention: Rob Reeder

Phone #: (775)835-1870e

Accepted by:

CUSTOMER:

Regional Transportation Commission

By: 

Authorized Signature

Lee G. Gibson, AICP

Print Name

Title: Executive Director

Date: 05/20/19

RFI Communications & Security Systems

By: 

Authorized Signature

Hyong C. Cho

Print Name

Title: Account Manager

Date: October 25, 2018



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 5.1

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Acknowledge receipt of the RTC Strategic Roadmap for FY 2023 and provide input and direction regarding next steps.

BACKGROUND AND DISCUSSION

At the Board’s workshop in January 2022, the Board discussed (1) Re-building Public Transportation and (2) Regional Role, Processes, and Engaging Jurisdictions on RTC Road Projects. In March 2022, staff returned to the Board with recommendations on how to move forward based on the Board input received. The attached document outlines workplans for staff to successfully accomplish the Board direction received for both (1) Re-building Public Transportation and (2) Regional Role, Processes, and Engaging Jurisdictions on RTC Road Projects. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for both goals. Staff will return to the Board for additional policy decisions or with finalized reports.

The Board was not able to discuss (3) Improve the Community’s Network Experience or (4) Funding and Organization Stewardship at the January 2022 workshop. The attached document outlines next steps for these goals. These steps include detailed outcomes, champions, approaches, objectives, measures of success, and strategic questions for both (3) Improve the Community’s Network Experience or (4) Funding and Organization Stewardship. Staff will return at a future workshop for the Board to answer strategic questions regarding these goals.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

03/18/2022 Received an update on planned efforts to rebuild public transportation through the FY 2023-2027 Transit Optimization Plan Strategies process based on input received at the Board’s workshop. Additionally, received an update on planned efforts to examine RTC’s role in transportation decision-making, development, and the future of our community based on input received at the Board’s workshop.

01/21/2022 Board Workshop (no action taken).

ATTACHMENT(S)

A. RTC Strategic Roadmap for FY23



STRATEGIC ROADMAP FOR FY23

Strategic Plan Summary as of June 2022

OUR MISSION

Building a better community through quality transportation.



STATEMENT OF CULTURE

TRUST

Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

RESPECT

Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

COMMITMENT

Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

STRATEGIC GOALS

#1 Re-Build Public Transportation

Rethink and redefine our system as a whole.

Outcome: Provide access to everyone who needs public transportation through a suite of options to meet the current ridership and deliver additional opportunities to serve more of our residents.

#2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

Focus on transportation decision-making, development impacts, and the future of our community.

Outcome: Clarify and potentially re-define regional relationships and responsibilities for leadership and collaboration.

#3 Improve Our Community's Network Experience

Successfully continue to delivering high-impact roads projects.

Outcome: Support investment in a diversified network to expand mode choice in the urban area through the RTP process.

#4 Financial & Organizational Stewardship

Proactively plan for future funding needs.

Outcome: Improved decision-making through accessible, digestible, and transparent financial planning available to internal and external stakeholders.



RTC Strategic Roadmap for FY23

As of June 2022

Mission and Culture



MISSION

Building a Better Community Through Quality Transportation

Statement of Culture

The Regional Transportation Commission of Washoe County is committed to a culture that exhibits respect, trust, and commitment in our work and interactions between employees and with the public, businesses, regional partners, and other agencies.

RESPECT

Respect requires understanding and appreciating the expertise and contributions of others and interacting with others in a way that reflects that understanding and appreciation. Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

TRUST

Trust requires giving others the benefit of the doubt with regard to their motives and character and by giving others the opportunity to express their beliefs and be accountable for their actions. Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

COMMITMENT

Commitment requires embracing individual responsibility for achieving team goals and taking the action that is necessary to follow through on that responsibility and achieve those goals. Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

Strategic Goals

#1**RE-BUILD PUBLIC TRANSPORTATION**

Rethink and redefine our system as a whole.

#2**ENHANCE RTC'S ROLE IN ANTICIPATING AND MEETING FUTURE TRANSPORTATION NEEDS**

Focus on transportation decision-making, development impacts, and the future of our community.

#3**IMPROVE OUR COMMUNITY'S NETWORK EXPERIENCE**

Successfully continue delivering high-impact projects.

#4**FINANCIAL AND ORGANIZATIONAL STEWARDSHIP**

Proactively plan for future funding needs.

Goal #1

Re-Build Public Transportation

Rethink and redefine our system as a whole.

Outcome: Provide access to everyone who needs public transportation through a suite of options to meet current ridership and deliver additional opportunities to serve more of our residents.

Champion: Director of Public Transportation

Detailed Plan: TOPS

OUR APPROACH

Equitable and Accessible Ridership: We will grow RTC ridership in a manner which improves equity and ensures that passengers retain access to RTC's services balancing between unique circumstances and available resources.

Reliable and Safe Service: We continuously improve the quality of RTC public transit to deliver safe, reliable, and friendly transit service.

Service Innovation: We will emphasize innovation in our services to improve RTC public transit and the customer experience.

Financial Sustainability: We will maximize the use of available resources to provide the optimum balance of ridership increases and geographic coverage.

OBJECTIVES

#1 Rethink the Transportation System: Focus on customers' experiences, needs, and how best to meet those needs. Define cost-effectiveness of services. Determine how to allocate resources equitably. Establish objective metrics of success to measure performance in advancing community needs.

#2 Healthy Transportation Services: Develop a suite of public transportation options to meet the current ridership. Develop opportunities to serve more of our residents. Provide access to everyone who needs public transportation while balancing customer needs, costs, and limited resources.

MEASURES OF SUCCESS

Population with
Transit Services

Jobs Accessible
through Public
Transportation

Increase in RTC
Passenger Miles

Goal #2

Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

Focus on transportation decision-making, development impacts, and the future of our community.

Outcome: Clarify and potentially re-define regional relationships and responsibilities for leadership and collaboration.

Champion: General Counsel

OUR APPROACH

Staff will evaluate the landscape of transportation decision-making across our region and look at opportunities to align it better to serve the needs of the community. Staff will focus on opportunities to enhance RTC's ability to facilitate more proactive and regional analysis of anticipated growth and changed conditions, and the resulting transportation needs, through collaboration and coordination with regional partners. Opportunities may exist in the various state, regional, and local transportation, and community planning processes, as well as land development review and approval processes.

OBJECTIVES

#1 New Roads: Identify, analyze, and potentially re-define relationships and responsibilities among RTC, NDOT, and local jurisdictions.

#2 Improvements/Expansions to Existing Roads: Identify, analyze, and potentially re-define relationships and responsibilities among RTC, NDOT, and local jurisdictions.

#3 Maintenance of Existing Roads: Identify, analyze, and potentially re-define relationships and responsibilities among RTC, NDOT, and local jurisdictions.

MEASURES OF SUCCESS

% of Roadway
Categories Verified

% of Funding
Sources Analyzed

% of Regional Roadway
Lane Miles Identified

Goal #3

Improve Our Community's Network Experience

Successfully continue delivering high-impact projects.

Outcome: Support investment in a diversified network to expand mode choice in the urban area through the RTP process.

Champion: Director of Planning

Detailed Plan: RTP

OUR APPROACH

Safe and Healthy Communities: We understand that community safety and health are closely tied to transportation infrastructure in many ways.

Economic Prosperity, Equity, and Innovation: We will invest in transportation infrastructure that can position Washoe County for sustained economic prosperity for every Washoe County resident.

Sustainability and Climate Action: We will advance the important role of transportation in environmental, economic, and social sustainability in Washoe County.

Travel Choices: We will provide local residents with a variety of mobility options to increase the quality of life and daily convenience of getting to work, school, and recreational activities.

OBJECTIVES

#1 RTP Process: Enhance data-based decision-making for prioritizing mobility solutions using the RTP.

#2 RTIP: Commit to implementing federally funded projects listed in the RTIP and prioritize these projects when applying for discretionary funding opportunities.

#3 RTP Project Prioritization: Refine project prioritization framework to better inform the public, local partners, and the Board the choices made when selecting projects.

MEASURES OF SUCCESS

Number of RTIP Projects Under Construction Within RTIP Timeframe	Number of Public Engagement Interactions
--	--

STRATEGIC QUESTIONS (to address with the Board)

1. What do we envision as a future network? (Consider scenario planning for next RTP update)
2. How do we factor limited labor/human resources in a fiscally constrained plan?
3. Should we be trying to match project output with forecasted revenue?
4. How can we define our funding allocations to provide the right balance? (e.g., capacity vs. multimodal)

Goal #4

Financial and Organizational Stewardship

Proactively plan for future funding needs.

Outcome: Improved decision-making through accessible, digestible, and transparent financial planning available to internal and external stakeholders.

Champion: Director of Finance

Detailed Plan: Budget for FY23+

OUR APPROACH

Make conscious decisions about funding with an understanding of the impacts to all stakeholders.

Take a proactive approach to addressing future impacts such as fuel tax, inflation, and changes to commuting behaviors.

Agency-wide commitment to aligning our financial planning tools, our programming documents, and strategic direction.

OBJECTIVES

#1: Capital Efficiency: Maximize the value RTC can create through funding sources with fine-tuned financial planning.

#2: Project Funding: Ensure funding is available to build projects when the community needs them in the most efficient way possible with the resources available to us.

#3: Long-Range Planning: Expand the use of the long-range financial plan used as a decision-making tool for the agency.

MEASURES OF SUCCESS

Annual Budget Adherence
Within 5%

Funding Available to Deliver
Scheduled Projects Coming Within
5% of the Estimate

STRATEGIC QUESTIONS (to address with the Board)

1. What's next after fuel tax? How do we proactively plan for changing commuting behaviors?
2. How do you view Commissioners' role in the budget process?
3. How do you measure financial success?
4. Do our financial documents provide you a clear picture of the Agency's financial health?



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 5.2

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Approve the RTC Goals for Fiscal Year (FY) 2023 (July 1, 2022 to June 30, 2023).

BACKGROUND AND DISCUSSION

In accordance with RTC's Personnel Rule 5.7 (Salary Adjustments and Pay-for-Performance), the Commissioners will set performance goals for the Agency at or near the beginning of each fiscal year.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

07/16/2021 Approved the RTC Agency Goals for Fiscal Year (FY) 2022.

ATTACHMENT(S)

A. Summary of Proposed RTC FY 2023 Goals



Engineering

- 1) Begin Design:
 - a. Keystone Avenue Improvements
 - b. Pembroke Drive Widening
 - c. Sierra Street Multimodal
 - d. South Virginia Street Widening (I580 Ramps to Longley)
- 2) Begin Project Construction:
 - a. 2023 Pavement Preservation Program
 - b. Sky Vista Parkway Widening
 - c. Sparks Boulevard Corridor Phase 1
 - d. West 4th Street Improvements
- 3) Complete Project Construction:
 - a. 2022 Pavement Preservation Program
 - b. Lemmon Drive Widening Phase 1 (including DDI)
 - c. Roundabout at 4th Street/Mesa Park Road/Woodland Avenue
 - d. South River Path (MUP)
 - e. Virginia Street at Peppermill Northbound BRT Station
- 4) Complete ITS Strategic Master Plan to identify how to operate our system as a whole.
- 5) Continue to improve on data reporting for the Engineering Department focused on the e-builder tool and project management consistency. Produce clear/concise reports that can improve communication and transparency.
- 6) Increase partnership with other agencies to complete more projects with less resources (NDOT/County/City of Sparks/City of Reno) considering the discretionary federal grants coming through the Infrastructure Investment Jobs Act to maximize federal investment into the regional road system.
- 7) Initiate preliminary alignment study of Butch Cassidy Drive.
- 8) Update Green Book.

Planning

- 9) Complete:
 - a. McCarran Boulevard Corridor Study
 - b. Travel Demand Model expansion
 - c. Verdi Area Transportation Study
- 10) Coordinate with NDOT to prioritize and fund a project(s) identified in the Mt. Rose Corridor Study for near-term implementation.
- 11) Develop scope for Household Travel Survey.

FY 2023 RTC GOALS

Planning (continued)

- 12) Initiate:
 - a. Active Transportation Plan update
 - b. Virginia Street TOD Plan
- 13) Initiate collaborative safety audit with City of Reno to assess and address pedestrian safety and vehicle needs on Wells (south of Mill).
- 14) Update: Active transportation count program.

Public Transportation & Operations

- 15) Address barriers to opportunity by increasing the availability of public transit through implementation of our TOPS service recommendations, as measured by population with transit services, jobs accessible through public transit, and an increase in RTC passenger miles.
- 16) Begin implementation of the technology recommendations contained in TOPS to improve the customer experience.
- 17) Complete the design of a hydrogen maintenance/fueling facility to be located at RTC's Sutro location. Begin procurement of fueling infrastructure.
- 18) Complete the "Digital Twin Paradigm for Real Time Infrastructure Maintenance" project with the University of Nevada, Reno to demonstrate an advanced technology automated method of collecting maintenance data at the bus stop level.
- 19) Implement and complete construction on RTC facilities projects:
 - a. Modernization of Terminal Way elevators
 - b. Terminal Way multiple purpose room
 - c. Virginia Street at Peppermill Northbound BRT Station
- 20) Increase the Van Pool program to 380 vehicles.
- 21) Replace 15 ACCESS/FlexRIDE CNG paratransit buses and 6 RIDE Electric Hybrid fixed-route buses.

Executive

- 22) Align Government Affairs Officer and Public Information Officer within the Executive Department to provide increased engagement throughout the Agency.
- 23) Clarify and re-define relationships and responsibilities for both roadway maintenance and project leadership among regional partners, including NDOT.
- 24) Complete analysis to increase housing opportunities along BRT routes.
- 25) Conceptualize an updated RTC process that utilizes expanded data-based decision-making and innovative technologies to best reflect user experiences to prioritize future actions.
- 26) Continue long-term property acquisition strategy, including replacement of Villanova.
- 27) Maintain positive RTC role in working with Federal delegation to support RTC funding needs.
- 28) Participate in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation).
- 29) Update capital funding allocations for FY24 budget process to move toward 5-year Project Implementation Concept.
- 30) Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
June 17, 2022 Board Meeting
Prepared June 10, 2022

Fiscal Year 2023 Budget/Appropriations

The House has deemed a discretionary spending cap for fiscal year 2023 that matches President Biden's roughly \$1.6 trillion budget request, as part of the rule governing consideration of the two gun bills. House appropriators will begin subcommittee markups the week of June 13th for a first tranche of the 12 annual spending bills. The hope is to finish marking up before the July 4th recess and have a package ready to vote on in September, avoiding the need to pass continuing resolutions on Sept. 30th. Community Project Funding/Congressionally Directed Spending (earmarks) are included in this process. RTC Washoe is well-positioned with Lemmon Drive being supported by Sen. Cortez Masto, Sen. Rosen, and Rep. Amodei at \$4.5 million and the Villanova Maintenance Facility Project being supported by both senators at \$4.5 million. This is not a guarantee of funding, but it is a good sign for RTC to at least receive some level of funds from the program.

Department of Transportation - Nominations

Veronica Vanterpool has been appointed to be deputy administrator of the Federal Transit Administration (FTA). Vanterpool has served as senior advisor in the FTA Office of the Administrator since August 2021.

The Senate confirmed Steve Cliff to be NHTSA administrator, marking the first time the safety agency has had a Senate-confirmed leader since January 2017. The Senate confirmed Cliff by voice vote before leaving for a 10-day Memorial Day recess. The long-awaited action comes a week after NHTSA released its preliminary 2021 roadway fatality figures showing the largest-ever year-over-year increase in traffic fatalities, continuing a climb that started with the pandemic.

COVID Relief Funding Flexibility

The U.S. Senate rejected legislation providing additional funding for Covid-19 pandemic costs including language allowing municipalities to redirect previously appropriated funds for Covid relief to transportation projects. The bill would have authorized states and local governments to use up to \$123 billion of Fiscal Recovery for transportation projects. The bill appears to be dead for the time being due to the objections by some Senators that there has been enough money provided previously for these purposes that has gone unspent.

Infrastructure Law Implementation

The U.S. Department of Transportation (DOT) has shared a [calendar of upcoming notices](#) for your awareness and planning.

The [Transit-Oriented Development Pilot Program](#) "provides funding to communities to integrate land use and transportation planning in new fixed guideway and core capacity transit project corridors," FTA reported on May 26. "As required by statute, any comprehensive or site-specific planning funded through the pilot program must examine ways to improve economic development and ridership potential, foster multimodal connectivity and accessibility, improve transit access for pedestrian and bicycle traffic, engage the private sector, identify infrastructure needs, and enable mixed-use development near transit stations."

The Federal Highway Administration is announcing that it is ready to begin accepting applications for competitive grants to replace bridges under a program that will have \$12.5 billion available over five years. That money, including \$2.4 billion this year, is in addition to the \$27 billion in bridge funding over five years awarded directly to states last year. The competitive program, which is open to individual communities, regional planning organizations and tribal communities as well as states, is designed to provide funds to address economically important bridges in or near poor condition before they have severe weight restrictions or have to be closed.

Build America Buy America

DOT approved the 180-day temporary waiver to the new IIJA/BIL Buy America Requirements for Construction Materials. There were 80+ comments submitted during the 15-day notice period and some are directly addressed by the Department in the attached document "Fed_Reg 2022_11195". Legislation increased Buy America requirements by adding "construction materials". As currently defined, construction materials include:

An article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

The Department and the Made in America Office will continue to provide and update guidance as necessary. DOT may consider public interest waivers in the future, but only sparingly, if at all. Over the next 5 months, the Department expects stakeholders/grantees to implement processes to ensure compliance. During this period, it is still possible (and recommended) to submit comments to DOT about challenges procuring materials or shortages that you encounter. Cardinal is more than happy to assist with submitting comments.

Workforce Development

The White House is continuing its efforts to improve supply chain resilience. One method they've employed is an attempt to expedite commercial driver's license applications to get more heavy-duty vehicle drivers on the road to keep goods and people moving. In other workforce development issues, with federal monies from the IIJA starting to roll out, contractors and other groups are facing challenges with hiring enough labor to meet project demands. According to the Associated General Contractors of America, job openings in April were at their highest amount ever, The Bureau of Labor Statistics reported that the amount of construction jobs currently open is 494,000. While the challenge of finding adequately skilled labor is nothing new to contractors and builders, the current number of openings has caused some uneasiness about the ability to follow-through on projects funded by the IIJA.

Supply Chain

Despite challenges, there are signs of progress in the U.S. goods movement chain. U.S. ports—including the Ports of Los Angeles and Long Beach collectively—imported more containers than any previous January. The total number of container ships waiting for berths at U.S. ports has dropped by 35% since peaking in early February and freight railroads' weekly intermodal movements in March approached their highest levels of 2022. Goods are successfully being delivered to shelves and retail inventories excluding autos are at their highest levels in history and 6% above pre-pandemic levels, the DOT said.

The White House and the U.S. Department of Transportation announced on Friday, May 27, that retired Gen. Stephen R. Lyons will serve as envoy for the Supply Chain Disruptions Task Force. Lyons, former commander of the U.S. Transportation Command, will take over the task force's role of envoy from John

D. Porcari. Lyons will work with the Department of Transportation, the White House National Economic Council, ports, rail, trucking and other private companies across the nation's supply logistics system to address bottlenecks, speed up the movement of goods and help lower costs for American families.

Traffic Safety

Witnesses [appeared](#) before a House Transportation and Infrastructure subcommittee hearing on roadway safety and spoke to the surge in traffic fatalities, including the rise in deaths among pedestrians and bicyclists. The National League of Cities submitted several recommendations, among them that states adopt the "Safe System" approach, as well as other actions for Congress, the administration, state departments of transportation and the road safety community to take. While new federal funds to help combat the rise in fatalities are available through the bipartisan infrastructure law, rising construction and labor costs will reduce the number of safety-related projects that can be undertaken, speakers said.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: June 17, 2022

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*