



**LOCATION:**

**WASHOE COUNTY COMMISSION CHAMBERS**  
1001 E. 9<sup>th</sup> Street, Bldg. A, Reno

**DATE** June 19, 2020

**TIME** 10:00 a.m.

*Please note special start time*

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

*Meeting via teleconference/Zoom only pursuant to NRS 241.023 and Emergency Directive 006.*

*The meeting will be televised live and replayed on Washoe Channel at:*

*<https://www.washoecounty.us/mgrsoff/Communications/wctv-live.php>*

*and on YouTube at: [bit.ly/RTCWashoeYouTube](http://bit.ly/RTCWashoeYouTube)*

**PUBLIC NOTICE**

I. Pursuant to Section 1 of Governor Steve Sisolak's Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Pursuant to Section 5 of Directive 006, the requirement contained in NRS 241.020(3)(c) that physical locations be available for the public to receive supporting material for public meetings has been suspended.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. Individuals providing public input will be limited to three minutes. Members of the public may provide public comment and also comment on Agenda Items without being physically present at the meeting by submitting their comments via online Public Comment Form (<https://www.rtcwashoe.com/about/contact/contact-form/>), or by emailing their comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com). Public commenters may also leave a voicemail at (775) 335-0018. Comments received prior to 4:00 p.m. on June 18, 2020, will be entered into the record.

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

IV. To access the supporting materials for the meeting, please click here: [Meeting Materials](#). In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com).

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

**\*\*ROLL CALL\*\***

**PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**2. PUBLIC INPUT**

2.1 Public Input - *please read paragraph II near the top of this page*

2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

**3. CONSENT ITEMS**

*Minutes*

3.1 Approve the minutes of the May 22, 2020, meeting (*For Possible Action*)

*Engineering*

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

- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report *(For Possible Action)*
- 3.4 Acknowledge receipt of the Lemmon Drive monthly progress report *(For Possible Action)*
- 3.5 Acknowledge receipt of the Oddie/Wells Multimodal Improvements Project progress report *(For Possible Action)*
- 3.6 Acknowledge receipt of the Sun Valley Boulevard Phase 1 Project Monthly Construction Progress Report *(For Possible Action)*

#### *Public Transportation/Operations*

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

#### *Planning*

- 3.8 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 3.9 Approve the RTC staff recommended appointments/reappointments and alternates to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2023 *(For Possible Action)*
  - Mayuko Majima (reappointment)
  - Jeff Bonano (reappointment)
  - Laura Azzam (reappointment)
  - Mike Soszynski
  - Mauricio Urias
  - Lindsey Costello (alternate)
  - Mauricio Miller (alternate)

#### *Administration*

- 3.10 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.11 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2020, 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)*
- 3.12 Receive report on changes to RTC's approach to legal services; authorize the RTC Executive Director to direct in-house counsel to be the primary provider of legal services to the Board at its open meetings *(For Possible Action)*
- 3.13 Authorize the RTC Executive Director to execute a contract for specialized legal services with Zev E. Kaplan, Ltd, for the services of Zev E. Kaplan, in substantially the form presented to the Board *(For Possible Action)*

#### *Procurement and Contracts*

- 3.14 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC. to provide design services and optional engineering during construction for the TE Spot 10 – Fuel Tax Project in an amount not to exceed \$289,800; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.15 Approve a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. to provide design services and optional engineering during construction for the TE Spot 10 – South Project in an amount not to exceed \$544,571; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

- 3.16 Approve Change Order (CO) No. 16 in the amount of \$76,617 for additional work associated with modifying the project design to connect existing NV Energy infrastructure and design modifications to the Liberty Street and California Avenue signal systems on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 16 (*For Possible Action*)
- 3.17 Approve an agreement with Cardinal Infrastructure, LLC for federal advisory services in the amount of \$84,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.18 Approve an agreement with Porter Group, LLC for federal advisory services with Porter Group, LLC in the amount of \$78,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

*Inter-Agency Agreements*

- 3.19 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of streetlights on Evans Avenue from McCarran Boulevard to Jodi Drive in the amount of \$142,600; authorize the Executive Director to execute the agreement (*For Possible Action*)
- 3.20 Approve Cooperative Agreement No. PR202-20-804 for Fiscal Year 2021 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

**~END OF CONSENT AGENDA~**

**4. PUBLIC HEARINGS**

**4.1 Public hearing - no earlier than 9:05 a.m. Time Certain:**

Discussion and recommendation to approve the September 2020 RTC RIDE Service Adjustment scheduled for September 5, 2020, including implementation of the new FlexRIDE microtransit service in Somersett/Verdi, extension of the existing RTC FlexRIDE in Sparks to the Spanish Springs area, changes to Route 5 and Route 18, and the extension and renumbering of Route 25 to Route 26.

- 1. Staff presentation
- 2. Public input
- 3. Approve the September 2020 RTC RIDE Service Adjustment scheduled for September 5, 2020, including implementation of the new FlexRIDE microtransit service in Somersett/Verdi, extension of the existing RTC FlexRIDE in Sparks to the Spanish Springs area, changes to Route 5 and Route 18, and the extension and renumbering of Route 25 to Route 26 (*For Possible Action*)

**5. METROPOLITAN PLANNING ORGANIZATION (MPO)**

- 5.1 Approve the 2050 RTP Guiding Principles (*For Possible Action*)
- 5.2 Approve the final report for the University Area Multimodal Transportation Study (*For Possible Action*)

**6. DIRECTOR REPORTS**

- 6.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 6.2 **FEDERAL REPORT** - *no action required*
- 6.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

## **7. LEGAL MATTERS**

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

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

## **9. MEMBER ITEMS**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 2.1**

**TO:** Regional Transportation Commission

**FROM:**

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Public Input**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 2.2**

**TO:** Regional Transportation Commission

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

  
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Bill Thomas, AICP  
Executive Director

Mark Maloney  
Director of Public Transportation

Brian Stewart, P.E.  
Engineering Director

**SUBJECT: June 2020 Advisory Committees Summary Report**

**RECOMMENDATION**

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

**SUMMARY**

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

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

The agenda and minutes of each advisory committee are provided to the RTC Board.

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

### **FISCAL IMPACT**

There is no fiscal impact associated with this agenda item.

### **ADDITIONAL BACKGROUND**

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

#### **Citizens Multimodal Advisory Committee (CMAC)**

The CMAC met on June 3, 2020, and acknowledged reports on Phase 1 of the Sun Valley Boulevard Multi-Modal Improvements Project, University Area Multimodal Transportation Study, proposed 2020 RTC RIDE Service Change, and the RTC COVID-19 response. The CMAC also recommended approval of the 2050 Regional Transportation Plan (RTP) Guiding Principles.

#### **Technical Advisory Committee (TAC)**

The TAC met on June 3, 2020, and acknowledged reports on Phase 1 of the Sun Valley Boulevard Multi-Modal Improvements Project, University Area Multimodal Transportation Study, proposed 2020 RTC RIDE Service Change, and the RTC COVID-19 response. The TAC also recommended approval of the 2050 RTP Guiding Principles.

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

The RRIF TAC did not meet in May or June.

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:03 A.M.**

**May 22, 2020**

**PRESENT VIA ZOOM:**

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

**Bill Thomas, RTC Executive Director – in person  
Dale Ferguson, Legal Counsel  
Kristina Swallow, Director of NDOT**

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

**SPECIAL PRESENTATION**

**Presentation report pertaining to the 2019 RTC MPO Certification Review given by Mr. Enos Han of the Federal Highway Administration (FHWA)**

Being a Zoom meeting, Mr. Enos shared his screen and gave a brief overview of the certification review which is required for MPOs every four years. The focus is on compliance with federal regulations in the MPO process. The reviewers look at planning documents, agreements, studies, NYUs and bylaws. While the desk review is taking place, discussion topics are noted for follow-up at the second meeting. For the cyber review, it takes 2-3 days to meet with the MPO staff and discuss different topics of interest. Once done, a report is completed in approximately 60 days that summarizes the process used, the findings of the review and whether the MPO is certified subject to corrective actions or certified for the use of only certain construction funding categories.

There are five potential corrective actions that have to be addressed immediately or certification cannot occur. However, a contingent certification can occur until the correct actions are addressed.

He then reviewed various recommendations to be considered for action and commendations, which are noteworthy practices demonstrate innovative, highly effective, well-thought-out procedures for implementing the planning requirements.



RTC Washoe MPO Planning Process was certified with no corrective actions and a handful of commendations and recommendations as follow:

- **Commendations:**
  - Quality of 2040 regional transportation plan
  - Quality of UPWP studies
  - The direct connection from UPWP studies to Implementation
  - Use of metro quest for travel demand analysis and use in the 2050 RTP update
  - The incorporations of complete streets initiatives within projects
  - Outstanding public involvement process
  - Strong connection within the community
  
- **Recommendations:**
  - Recommend that RTCWA continue to look into NDOT having voting responsibility within the MPO board
  - Update CMP process to describe how regional roads and other roads are incorporated into the project selection process
  - RTCWA consider adjusting the MPO boundaries to include growth areas (i.e industrial center) with the new census
  - Incorporate fiscal constraint tables or description of how the eSTIP represents fiscal constraint for the TIP
  - Clarify how transit voting is represented on the board

Chairman Lucey then thanked Mr. Han for his presentation and the RTC's beneficial relationship with the FHWA.

### ***Item 1            APPROVAL OF AGENDA***

Chairman Lucey announced that Item 3.9 will be pulled of the agenda for today to be considered at another meeting date.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion unanimously carried, Chairman Lucey ordered that the agenda for this meeting be approved with the aforementioned item removed.

### ***Item 2.1        PUBLIC INPUT***

Chairman Lucey opened the meeting to public input and stated that public comment was accepted until 4:00 pm the previous evening for topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Mr. Jeff Church, Local Resident, submitted written comments via email on May 21, 2020, at 3:05 pm as follow:

*The RTC should NOT support the 501c)(6) Reno BID/ Downtown Reno Partnership (DRP) for three main reasons:*

1. Conserve funds in view of the fiscal tsunami
2. The RTC requested re-assessment as a protest to City Council: You can simply opt out! Do so.
3. It is inappropriate to voluntarily give free taxpayer money to an advocacy group (See US Supreme Court decision of “Janus” and “Fleck”.)

Source BID Plan: “According to NRS 271, properties exempt from assessment are limited to those owned by the federal government and public schools. Local governments may opt in to pay their fair share of assessment, but are not required to do so by the statute.”

As a property owner and taxpayer I object to use of my dollars to advocate for positions I may not agree with by your agency voluntarily funding the BID/ DMO 501c6 Advocacy organization.

“As Jefferson famously put it, “to compel a man to furnish contributions of money for the propagation of opinions which he disbelieves and abhor[s] is sinful and tyrannical,” as quoted in *Janus and Pacific Gas & Electric (PG&E) v. Public Util. Comm.* (1986)

There are serious issues with the legality of the BID and ongoing litigation. As constituted, the BID is illegal. *Lorton vs City of Reno* (CV19-01028). More litigation is likely.

[www.irs.gov/charities-non-profits/other-non-profits/business-leagues](http://www.irs.gov/charities-non-profits/other-non-profits/business-leagues)

A 501(c) (6) one must pay dues paying members (not mandatory assessments), and a common business interest. The DRP has neither dues nor members. Clearly no common interests among with retiree condo owners, churches, vacant lots. They are being involuntarily assessed, can't vote and can't opt-out.

And so opined the Nevada Department of Taxation via their A.G.: Copy of Taxation letter on request. “At a minimum, the Reno BID/DMO is subject to the jurisdiction of the Department pursuant to the Local Government Budget and Finance Act, pursuant to NRS 354.474(1).”

In view of the above, all government agencies should cease supporting the Reno BID/ DRP.

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

## **Item 2.2      ADVISORY COMMITTEES SUMMARY REPORT**

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

## **Item 3.1 thru 3.20      CONSENT ITEMS**

### **Minutes**

- 3.1      **Approve the minutes of the April 15, 2020, meeting (For Possible Action)**

### ***Engineering***

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**
- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)**
- 3.4 Acknowledge receipt of the Lemmon Valley monthly progress report (*For Possible Action*)**
- 3.5 Acknowledge receipt of the Sun Valley Boulevard Project progress report (*For Possible Action*)**

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

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

### ***Planning***

- 3.7 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)**
- 3.8 Approve the FY 2021 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA) (*For Possible Action*)**
- 3.9 Approve 2050 RTP project evaluation criteria and receive report regarding RTP development process (*For Possible Action*) *Pulled from agenda per Item 1.***

### ***Administration***

- 3.10 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 3.11 Approve the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673 (*For Possible Action*)**
- 3.12 Approve the renewal of a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems not to exceed \$112,548. Authorize the RTC Executive Director to execute the service agreement renewal (*For Possible Action*)**

### ***Procurement and Contracts***

- 3.13 Approve the agreement for four years plus two, three-year option terms with Enterprise Leasing Company-West, LLC (Enterprise) to provide vehicles, maintenance, insurance, marketing, and customer service in support of the RTC VANPOOL program; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.14 Authorize the RTC Executive Director to finalize and execute this utility relocation and reimbursement agreement with Charter Communications Inc. for construction work on the Sun Valley Boulevard Improvements Project (*For Possible Action*)**
- 3.15 Authorize the RTC Executive Director to finalize and execute the utility relocation and reimbursement agreement with Nevada Bell Telephone for**

construction work on the Sun Valley Boulevard Improvements Project (*For Possible Action*)

- 3.16 Authorize the RTC Executive Director to finalize and execute this utility relocation and reimbursement agreement with Sierra Pacific Power Company dba NV Energy for construction work on the Sun Valley Boulevard Improvements Project (*For Possible Action*)
- 3.17 Approve Change Order (CO) No. 15 in the amount of \$204,747 for additional work associated with traffic signal systems, ADA compliance, and tree substitutions requested by the RTC on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 15 (*For Possible Action*)
- 3.18 Approve an agreement with Cardinal Infrastructure, LLC for federal advisory services in the amount of \$84,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

*Request for Proposal (RFP)*

- 3.18 Authorize the Qualifications Based Request for Proposal (RFP) for the selection of Professional Services for the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan (*For Possible Action*)

*Property Actions*

- 3.19 Approve a transfer of APN 032-171-35 to the City of Sparks pursuant to the March 24, 2003, FONSI for the Centennial Plaza Project; authorize the RTC Executive Director to execute a quitclaim deed and/or all other documents necessary to consummate the transfer of APN 032-171-35 to the City of Sparks (*For Possible Action*)
- 3.20 Approve a resolution regarding the disposition of a remnant parcel acquired in connection with the construction of the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project, affirming that the parcel is not required for public use, and directing staff to dispose of the remnant parcel consistent with the terms set forth in the related resolution; authorize the RTC Chairman to execute the resolution on behalf of the Commission (*For Possible Action*)

On motion of Mayor Smith, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.20 be approved, excluding Item 3.9 which was pulled from the agenda under Item 1.

*Item 4.1 thru 4.3 GENERAL ADMINISTRATION*

- 4.1 Acknowledge receipt of the RTC 2019 Annual Report (*For Possible Action*)

Executive Director Thomas noted that this item is linked to Item 4.2 for consideration during the evaluation of the RTC by the Board. He then introduced Amy Cummings, RTC Deputy Executive Director and Planning Director.

Ms. Cummings joined via Zoom and explained that this document is used to share with the community how the RTC is doing with their performance measures as well as to report back on the investments being made in the community. This provides a fully transparent process.

She continued, stating that there have been a number of significant accomplishments which she then showed in a video shared from her screen. The video may be viewed on [www.RTCWashoe.com](http://www.RTCWashoe.com).

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the RTC 2019 Annual Report be acknowledged.

**4.2 Rate the Regional Transportation Commission (RTC) overall agency performance for Fiscal Year (FY) 2020 (July 1, 2019 to June 30, 2020); temporarily suspend RTC Personnel Rule 5.7 – Salary Adjustments and Pay-for-Performance and approve an alternative approach to potential salary adjustments for FY 2021 as recommended by the RTC Executive Director or as otherwise directed by the Board (*For Possible Action*)**

E.D. Thomas said this item consists of two specific actions; the first being the completion of the overall agency performance review for fiscal year 2020 (July 1, 2019 – June 30, 2020). The second is to temporarily suspend RTC's personnel rule 5.7 pertaining to the agency's pay for performance program which is historically linked to the agency review by the Board. He then introduced Angela Reich, Director of Administrative Services, who joined via Zoom.

Ms. Reich said that in response to the current situation with COVID-19 and the uncertainty of impacts on the FY 2021 revenues and fund balances, an alternative approach is being recommended to the annual pay for performance which includes a temporary suspension of salary adjustments and the pay for performance pool. The recommended alternative approach includes the following:

1. The agency rating will not be a factor in any salary adjustment for staff.
2. A potential 2.5% across the board increase for eligible employees in the place of a pay for performance pool that would have no adverse impacts on RTC's service or any other funds.
3. E.D. Thomas would be authorized to apply all or a portion of the funds on or after July 1<sup>st</sup> if and when he determines that productive revenues and fund balances are sufficient.

As has occurred since 2013, staff recommends that the Board rate the agency based on the FY 2020 goals, between a .6 and a 1.5, with 1.5 being the highest possible rating. Additional alternatives will be followed if directed by the Board.

Ms. Cummings then presented the agency's FY 2020 goals via Zoom screen share, while emphasizing the following:

Safety has been the primary focus of the RTC Board who approved the Vision Zero action plan in the past year and which continues to be updated on a regular basis.

ADA Accessibility is also a primary objective and the first round of ADA fixed route bus stop improvements are now under construction.

Another priority is to bring in as many federal dollars to the region as possible so the RTC applied for five competitive discretionary grants which staff is now waiting to hear back on.

She then mentioned the major projects under construction or that are continuing in an ongoing basis, as well as the multiple planning studies, including South Meadows and the UNR Study.

There have been multiple accomplishments in the transit program, such as the implementation of micro transit and the U-Pass, as well as multiple facilities projects that are either under way or have been completed.

She then thanked Director Swallow and NDOT for their partnership on the Spaghetti Bowl Xpress project.

E.D. Thomas then mentioned his short tenure as executive director and said he was impressed by how much was accomplished in just a year and gave credit to the Board, the previous executive director and staff, and looks forward to the Board's thoughts on performance over the past year.

Vice Chair Jardon said she would like to hear input from the executive director on the direction and rationale he would like to see going forward.

E.D. Thomas explained that although the RTC is local government, they are not the same as the cities and the county. Different revenue sources are obtained for the RTC, but sales tax is a shared revenue source. He believes reward is given for good performance and that is typically done with some type of salary adjustment. However, he is asking the Board to give him some time and authorize him based on the judgement of how people have performed in the organization as a whole, as well as by what is found out in July. Most revenue numbers lag by a few months.

He added that the budget is very conservative, travel has been greatly limited and positions have been frozen until more information is known. At the same time, he doesn't want to totally ignore the performance of staff.

Chairman Lucey recommended that the Board move forward with the approach put forward by the executive director being that we are in uncertain times. There have not been major declines in fuel or sales taxes yet, but they may still come and it would be cognizant to remember that and to be as conservative as possible moving forward.

Commissioner Hartung thinks it's wise to conserve the RTC cash in this way.

A motion was made by Commissioner Hartung giving the RTC Executive Director the authority to utilize an alternative approach to potential staff salary adjustments for FY 2021. The motion was seconded by Vice Chair Jardon and upon a vote, passed unanimously.

Mayor Smith asked if that motion also included the suspension of RTC Personnel Rule 5.7 and Chairman Lucey confirmed that it does.

Commissioner Hartung confirmed that it was the intention of his motion.

E.D. Thomas asked if the Board would still provide an agency rating or even feedback on the agency's performance, although it is not connected to a salary increase.

Mayor Smith said that based on the previous year's rating, and no obvious decline in performance, he would like to make a motion to rate the agency with a 1.5. The motion was seconded by Commissioner Delgado and upon a vote, passed unanimously.

This presentation may be viewed on [www.RTCWashoe.com](http://www.RTCWashoe.com).

#### **4.3 Discussion and direction to the RTC Executive Director regarding the evaluation and potential modification of the RTC's approach to the provision of legal services (*For Possible Action*)**

E.D. Thomas said this item is a general overview on how legal services are provided to the RTC. He added that he's been working with Adam Spear, RTC's Director of Legal Services, to determine option for efficiency and consistency. He recommended that he continue to work with Mr. Spear and return in June with a plan to move forward for the next year. Bringing it this month was to give the Board the opportunity for input before a recommended plan is put into place.

Chairman Lucey said he had been discussing this topic with the previous Executive Director Lee Gibson and now with Executive Director Thomas. He said all legal services needed are generally provided via contract, grant, etc. Now that there is in-house legal counsel, he would like a reevaluation of this process to make it more efficient. He would like E.D. Thomas to bring back a plan for a new format for legal services for the RTC.

With the direction given, no motion was made on this item.

#### ***Items 5.1 thru 5.2 PUBLIC HEARINGS***

##### **5.1 Public hearing - no earlier than 9:05 a.m. Time Certain:**

**Recommendation to approve the resolution adopting Amendment No. 2 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process (*For Possible Action*)**

Mr. Dan Doenges, RTC Planning Manager, addressed the Board via Zoom and shared his screen to present the proposed amendment number 2 to the RTIP to include three new projects and amending an existing project. The new projects are to include funding for the following:

- FlexRIDE services in the Spanish Springs and Verdi/Somerset areas
- Operation of the Virginia Line service to UNR
- TE Spot Improvement 10

He said lastly, staff would like to add STBG funding to the Arlington Avenue Bridge Replacement project for preliminary engineering.

This topic was advertised as required by NRS and was presented before the Technical Advisory Committee and the Citizen's Multimodal Advisory Committee. There have been no comments received to date.

Mr. Doenges, then offered to answer any questions.

Commissioner Hartung thanked staff for getting transit of some sort into the Spanish Springs area. It is a much needed addition he has been requesting for a long time.

Vice Chair Jardon asked what happens if the FlexRIDE area is defined and it is not working as well as anticipated; can the defined area be adjusted. Also, is the Verdi/Mogul area still planned for September.

Mr. Doenges responded that yes, adjustments may be made if needed and Public Transportation Director Mark Maloney confirmed. He also confirmed that the Verdi/Mogul area is still planned for September or as late as November.

Vice Chair Jardon then asked if staff had met with the contacts she provided in the Verdi area.

Mr. Maloney confirmed that the transit planning manager has met with those contacts and identified a zone to begin with which can be adjusted as needed.

Commissioner Hartung asked how the boundaries will be defined in areas where there has never been any transit service.

Mr. Maloney said there is a video presentation available and comments are being taken via the RTC website. He added that originally, there was a plan for two separate zones, but now the discussion is leaning toward a connection of the two zones so that the existing Sparks riders can connect up to the Spanish Springs area.

This item being a public hearing, Chairman Lucey 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 Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that the resolution adopting Amendment No. 2 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process be approved.

This presentation may be viewed on [www.RTCWashoe.com](http://www.RTCWashoe.com).

## **5.2 Public hearing - no earlier than 9:10 a.m. Time Certain:**



## **Recommendation to approve the FY 2021 RTC Final Budget (*For Possible Action*)**

Ms. Stephanie Haddock, RTC CFO and Director of Finance, addressed the Board via Zoom to present the RTC Final Budget for FY 2021. She began by stating that the tentative budget provided in April of this year was the most optimistic version of the budget and this version is the most conservative, and what Ms. Haddock would call the worst case scenario due to the economy fluctuations due to COVID-19.

The agency has a stable, balanced budget, mainly due to the \$20.8 million received from the CARES Act, which will supplement the anticipated loss in sales tax and a significant decrease in passenger fares, and keep the transit system running. The organization continues to run lean with only 72 employees and 93% of RTC revenues are invested in the private sector.

Ms. Haddock gave an overview of the numbers for each of the RTC program's 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

This item being a public hearing, Chairman Lucey 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 Mayor Smith, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that the FY 2021 RTC Final Budget be approved.

This presentation may be viewed on [www.RTCWashoe.com](http://www.RTCWashoe.com).

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

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

RTC Executive Director Bill Thomas said that in order to save time due to a hard stop today, he planned to send out a written version of the updates he would normally provide in person. He did quickly mention the upcoming RTC Economic Development Forum and said any of the commissioners are welcome.

E.D. Thomas then recognized Mr. Warren Call from RTC's engineering department for his 20<sup>th</sup> anniversary with the agency.

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

The Honorable Jon Porter, Retired U.S. Congressman, addressed the Board via Zoom to provide a brief update on how the state can help out the local governments, per Governor Sisolak's request. Congressman Porter also said it appears there is going to be an infrastructure bill coming up and each entity is being encouraged to bring their highest priority projects forward, but Mr. Porter believes it would be best to work together as a region and bring the highest priority project that will benefit everyone.

Congressman Porter went on to say that the act of Congress approving the proxy vote is a huge change in process for our country. He believes a proxy vote will bring challenges to our voting system and isn't sure how well it will work in the long run.

\*\*Chairman Lucey left the meeting at 10:22 a.m. and Vice Chair Jardon took over.

Commissioner Hartung thanked the congressman for everything he has done as a representative to the RTC.

Congressman Porter thanked him and added that he works together with Cardinal Infrastructure and Jane Starke as a team to provide the best representation possible.

### **6.3 NDOT Director Report**

NDOT Director Kristina Swallow addressed the Board via Zoom to provide an update on vehicle and pedestrian fatalities in comparison to the prior year, adding that speed is a big factor over the past two months and gave an example of a recent accident in Reno.

She then mentioned that Nevada was recently commended by Federal Highways for meeting its previous safety targets.

Traffic volumes had been trending down due to the CORONA virus but a slow increase is beginning to occur. NDOT has been taking advantage of the lower traffic volumes to get some of their smaller projects completed. This helps to keep the crews safe along with the traveling public.

The Parr/Dandini bridge project was approved for construction in April so the current 48 year old bridge will be replaced with a new, wider bridge. Parr and Dandini will also be resurfaced. She added that the first lane closure for the project will occur between 7pm, Friday, June 12<sup>th</sup> and 5am, Monday, June 15<sup>th</sup>. If anything changes, notifications will be sent out. US 395 may be traversed using the on/off ramps.

Nevada tied with Texas as having the top bridges in the nation. Only 1.3% of Nevada's more than 2,000 bridges are deemed structurally deficient. The national average is 7.5%.

Dir. Swallow then gave a brief update on damage sustained from the recent earthquake centered in Mina. There was damage to three sections of US 95 with two of them being minor damage and one more significant cracking in the road, so new asphalt was put down in a 9 foot section.

SBX is progressing well and the second Notice to Proceed was issued April 29<sup>th</sup>. This allows the design/builder to proceed with the elements of design units, department reviews and to prepare plans for construction of the project. Completion of construction continues to be anticipated by November 2022.

Next, Dir. Swallow said the staff is designing safety improvements at both Callahan and Edmonton intersections on Mt. Rose Highway.

Lastly, Dir. Swallow provided information for Commissioner Hartung on Pyramid Hwy, south of Calle de la Plata, stating that it is actually a part of the Pyramid/US395 Connector project which is being done in conjunction with the RTC.

Commissioner Hartung thanked Director Swallow for the proactive stance that NDOT has recently taken, especially in these difficult times.

Vice Chair Jardon also gave her appreciation for the continued partnership with NDOT on the Spaghetti Bowl project.

**Item 7           ENGINEERING**

**7.1       Discussion and possible direction on the Keystone Avenue and McCarran Boulevard Intersection (*For Possible Action*)**

Vice Chair Jardon explained the area under discussion and the safety concerns related to the accidents occurring in that area. People going northbound on Keystone cannot take a left onto McCarran. There is a plastic type of barrier that prevents a left turn, and the same thing is in place coming south to McCarran. The problem is that people are driving over these barriers which is causing more accidents. The Vice Chair asked what is going to be done to prevent this from continuing to occur.

Mr. Brian Stewart, RTC Director of Engineering, responded that NDOT has done some studies in that area with the hopes of coming up with a solution to make it as safe as possible by maintaining those barriers when they get hit. He went on to say that the RTC is partnering up with NDOT in the study too look at the entire loop for safety improvements. NDOT maintains and operates McCarran and the City of Reno owns and maintains Keystone and would be another partner.

The Vice Chair asked if there is anything more substantial that can be installed while these studies are going on.

Mr. Stewart said he will look into it to see if there is some kind of solution.

Mayor Smith asked if there are right-turn only signs in place there and Vice Chair Jardon said she thinks there are, but the problem is that drivers are literally just plowing over the top of these flimsy dividers. She also offered to work with City of Reno staff to see what can be done on their part.

E.D. Thomas said staff will report back, hopefully by the next meeting, if not sooner.

With the direction given, no motion was made on this item.

**Item 8 METROPOLITAN PLANNING ORGANIZATION (MPO)**

**8.1 Approve the RTC Federal Priorities (For Possible Action)**

E.D. Thomas gave a brief presentation on the federal priorities, adding that they are listed in order of importance while remembering that things are currently fluid in DC. He also said that the RTC's federal advisors said the list is too long which can reduce chances of funding.

The top 5 priorities are as follow (without details):

1. *Rescue Funding through the Surface Transportation Block Grant (STBG) Program* - The COVID-19 crisis is jeopardizing the ability of Metropolitan Planning Organizations and State Departments of Transportation to provide crucial transportation infrastructure investments.
2. *Use FY 2019 National Transit Database (NTD) Reporting for FY 2022 and FY 2023 Apportionments* – RTC requests a hold harmless approach to the allocation of formula funds in the next two fiscal years.
3. *Expand Safe Routes to School Program Eligibility* – the RTC supports expanding the existing Safe Routes to School Program, which currently only covers students in kindergarten through grade 8, to include high school students. High school students are a particularly vulnerable population and our community has experienced 14 crashes involving high school students in 2019 alone.
4. *Expand use of the Local Empowerment for Accelerating Project (LEAP) Pilot Program* – This prior program enabled qualifying MPOs to be direct recipients of grant funds from the Federal Highway Administration (FHWA).
5. *Environmental streamlining* – Reduce project development costs and duration by reducing the duplication of efforts in the National Environmental Policy Act (NEPA) process.

E.D. Thomas then requested direction from the Board on these priorities or others that might be preferred.

Commissioner Hartung asked how the RTC is defining mass transit and are there goals for mass transit as traffic volumes and infrastructure continue to grow. He would like a discussion on this at another time.

With the direction given, no motion was made on this item.

**Item 9 LEGAL MATTERS**

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

Legal Counsel Dale Ferguson explained to the Board on litigation pertaining to the SouthEast Connector project and the Bella Vista Ranch's appeal to the NV Supreme Court of the favorable verdict in judgement that RTC secured in the imminent domain action to acquire the property and water rights for the SouthEast Connector. There had been a mandatory settlement conference scheduled for early May but it has been postponed until the first or second week of June. If that occurs, Mr. Ferguson may need to have an attorney/client legal update meeting but will keep the commissioners informed.

**Item 10      *PUBLIC INPUT***

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

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

**Item 11      *MEMBER ITEMS***

Mayor Smith thanked the City of Reno and the City of Sparks for raising the speed limit to 55 on the Veterans Parkway. He has heard a lot of good comments.

**Item 12      *ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 10:57 a.m.

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BOB LUCEY, Chairman  
Regional Transportation Commission



## REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

### AGENDA ITEM 3.2

**TO:** Regional Transportation Commission

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

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Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Engineering Activity Report**

### RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

### BICYCLE AND PEDESTRIAN IMPROVEMENTS

#### Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The first phase of bus stop improvements located within public right-of-way (13 bus stops) is complete. The process of obtaining necessary easements for other locations is ongoing. As easements are acquired, additional construction bus stop designs will be packaged and advertised for bids later this year.

#### Center Street Cycle Track Project

The PSA with Headway Transportation was approved at the September 2019 Board Meeting. The scope of services for additional Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9<sup>th</sup> Street, is underway. A draft report with the results was shared with stakeholders from City of Reno, and is being presented to commissioners, City of Reno Council and key stakeholders along the project vicinity. The project limits for the actual two way cycle track is being carefully evaluated to ensure the project impacts can be mitigated.

#### Mill Street (Terminal Way to McCarran Boulevard)

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

Preliminary design is complete and 90% plan comments have been received from the agencies. An Amendment to the design contract has been approved that will split the project into two phases and provide for construction management services. Phase 1 will be from Rock Boulevard to McCarran Boulevard and Phase 2 will be on Mill Street from Terminal Way to Rock Boulevard. Right-of-way impacts have been identified and the right-of-way process for Phase 1 is beginning. The two phases will be constructed consecutively over a 5-year timeframe.

## **CAPACITY/CONGESTION RELIEF PROJECTS**

### **ITS Pilot Project, Design of Phase 2 ITS Connectivity**

The pilot project connected traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B is currently under construction with a tentative completion in summer 2020.

### **ITS Phase 3**

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

- Lake Street from 1st Street to 2nd Street
- Lemmon Drive from N. Virginia Street to US 395
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensors (RWIS) at Sharlands Avenue at Robb Drive. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Currently, the project is at the 50% design level.

### **Lemmon Drive Project**

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. Professional engineering services are underway with Jacobs Engineering Group, Inc. Preliminary design is ongoing for Segment 1 (US 395 to Military Road) and a 50% Plan Set Submittal is under agency review. For Segment 2 (Fleetwood Drive to Chickadee Drive), the Technical Advisory Committee (TAC) continues to evaluate a range of possible roadway alternatives. The RTC is working closely with Washoe County and the City of Reno to coordinate nearby regional improvements.

The RTC invited the community to learn more about Segment 1 by viewing a virtual video presentation online at [NorthValleysImprovements.com](http://NorthValleysImprovements.com). The community may view the presentation and submit comments through June 18, 2020.

A detailed written report is included as a separate Board agenda item.

### North Valleys Package 3B

Package 3B is currently at 100% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Advertisement scheduled for June 2020 with construction of this package scheduled summer 2020.

### Sparks Boulevard Project

The project seeks to increase safety, maintain roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc. to begin environmental studies and preliminary design.

The project team will kick off the investigation of existing conditions starting in June.

### Traffic Signal Timing 6 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2020, this begins a new cycle where signals that were re-timed back in 2016, will be re-evaluated and re-timed to address the changes to traffic demand. For 2020, roughly 95 intersections will have revised timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the other settings such as vehicle passage times are calculated at each intersection to make sure it is up to current standards.

### Progress as of June 2020

- Updating Vehicle and Pedestrian Intervals at various intersections (approx. 90 signals) – Completed
- N. McCarran Boulevard & Clear Acre Lane (10 Signals) – Sutro St. to Sullivan Ln – New timing plans completed and ready to implement.

\*Due to the reduction of traffic in the region due to Covid-19, implementation of new signal timing is on hold until normal traffic patterns return.\*

### Traffic Engineering (TE) Spot 8 – Package 1 Project

The project was awarded to Titan Electrical Contracting. Underground work is complete. Installation of traffic signal poles and other signal equipment is substantially complete.

The scope of this project includes:

### Flashing Yellow Arrow – East/West

Keystone Avenue at 7<sup>th</sup> Street  
East Lincoln Way at Marina Gateway Drive  
Mill Street at Kirman Avenue



Flashing Yellow Arrow – North/South  
McCarran Boulevard at Neil Road

Battery Back-Up Systems  
Mae Anne Avenue at Coit Plaza  
Oddie Boulevard at I-80 Ramps (both sides)  
Wells Avenue at I-80 Ramps (both sides)  
Wells Avenue at 6<sup>th</sup> Street

Traffic Signal  
Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal and slurry seal at the intersection of Red Rock Road and Silver Lake Road, and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project was completed on June 5, 2020

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7<sup>th</sup> Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Traffic study with potential improvement to southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard. This component of the project will not move forward due to the cost associated with the improvement not justifying the benefit.

Design is finalized with Westwood Professional Services as the design consultant. Project advertisement is scheduled for June 2020 with construction in summer 2020.

Traffic Engineering (TE) Spot 9 – Package 2 Project

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

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

The project is out of advertisement. Bids will be opened on June 18, 2020.

**CORRIDOR IMPROVEMENT PROJECTS**

Arlington Avenue Bridges

The Arlington Avenue Bridges Project is a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of

the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age and the repeated exposure to flood events.

The team has developed two technical advisory committees (TACs), one specific to permitting and regulatory requirements and one focused on bridge and roadway elements. TAC meetings are scheduled in July and Stakeholder Working Group meetings will follow later this year.

### Kuenzli St. Conversion Project

This project includes the conversion of Kuenzli Street from its current one-way configuration to a two-way street from Giroux Street to Kirman Avenue. The main portion of the project is summarized below:

1. Kuenzli Street from Kirman Avenue to Giroux Street
  - a. Surface treatment for preventative maintenance and striping revisions
  - b. Conversion of one-way to two-way
  - c. Signal modification associated with conversion
  - d. Potential for addition of up to four transit stop pads
  - e. Potential incorporation of conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired (included as an optional task)
2. Kirman Avenue from the south end of the bridge over the Truckee River to East 2nd Street
  - a. Surface treatment for preventative maintenance and striping revisions
  - b. Striping and signal modifications to allow two-way movements on Kuenzli Street
  - c. Pedestrian ramp replacement at Kirman Avenue and Kuenzli Street intersection
  - d. Potential incorporation of conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired (included as an optional task)
3. Giroux Street from Kuenzli Street to East 2nd Street
  - a. Surface treatment for preventative maintenance and striping revisions
  - b. Conversion of one-way to two-way
  - c. Striping modifications to allow two-way movements
  - d. May need modifications at roundabout.

Based on the traffic study, the project is moving forward with design with the above-mentioned summary. The traffic signal at Kuenzli and Locust will be removed. The project is currently moving towards 100% design.

### Oddie Boulevard/Wells Avenue Improvement Project

Final Design is underway and it is expected to be complete by November 2020. A detailed written report is included as a separate Board agenda item for this month. Additional information can be viewed at: <http://oddiewellsproject.com/>.

### Pyramid Highway and US 395 Connection

The estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs. Design and construction of the project are planned to occur in multiple phases over approximately a 15 to 20 year period. NDOT has completed 30% design of Phase 1 of the project that consists of capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive and design of this phase is anticipated to be complete in 2022. Pending funding, construction of Phase 1 could begin in 2023. The estimated overall Phase 1 cost is \$45 million. With support from NDOT and others, the RTC submitted an application for a BUILD grant in the amount of \$25 million from the Federal Highway Administration to help fund Phase 1. Based on the previous application for the same, results will likely be provided this fall.

### Sun Valley Boulevard Corridor Improvement Project

Construction of Phase 1 (7<sup>th</sup> Avenue to Highland Ranch Parkway) has begun. A detailed written report is included as a separate Board agenda item for this month. Additional information can be viewed at: <http://SunValleyBlvd.org>

### Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River.

Thirty percent (30%) design plans are complete. The project has received a categorical exclusion determination from NDOT and FHWA. RTC is working to acquire easements necessary for the pathway. The application for the necessary United States Army Corp of Engineers (USACE) 408 permit has been approved by Carson Truckee Water Conservancy District contingent on approval by the USACE.

This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

### Virginia Street RAPID Extension

A detailed written report is included as a separate Board agenda item for this month. Additional information can be viewed at: <http://virginiastreetproject.com/>

## **PAVEMENT PRESERVATION PROJECTS**

### 2020 Preventive Maintenance (Various Locations)

The 2020 Preventive Maintenance program is underway. This will provide patching, crack sealing, and slurry seal activities on approximately 200 lane miles of roadway. Bids were opened in April and the contract has been awarded to Sierra Nevada Construction (SNC). Patching and crack seal activities are underway and slurry seal work will begin in a few weeks.

### Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc. is the consultant for Design and Engineering During Construction services. Final design is under review with Union Pacific Railroad (UPRR). The scheduled construction start date is August 2020 with a scheduled completion in October 2020.

### Greg Street Rehab Project

The project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad Tracks. Wood Rodgers, Inc. is the consultant for Design and Engineering During Construction. The construction contract was award to Sierra Nevada Construction (SNC). The scheduled construction start date is June 2020 with a scheduled completion in mid-August 2020.

### Kings Row Rehab Project

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc. is the consultant for Design and Engineering During Construction Services. The completed preliminary plans are under review. This project is on track for construction in early 2021.

### Lakeside Drive Rehab Project

The project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek Drive to McCarran Boulevard. Eastern Sierra Engineering is the consultant for Design and Engineering During Construction Services approved by the RTC Board on August 16, 2019. An internal Kick-Off Meeting occurred on July 25, 2019, and a public Open House occurred at the Bartley Ranch School House on January 14, 2020. The project advertised April 8, 2020 and a teleconference bid opening was held on May 6, 2020. Sierra Nevada Construction (SNC) was the successful low bidder. Construction is scheduled for mid-June 2020 with completion at the end of August 2020.

### Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group is the consultant for Design and Engineering During Construction Services. The Professional Services Agreement was approved by the RTC Board on March 20, 2020. CA Group has started the preliminary design. The construction schedule is yet to be determined.

### Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for design and engineering during construction. The contract was awarded to Spanish Springs Construction, Inc. (SSC) and work began in April with a scheduled completion of October 2020. SSC has completed placement of underground conduit and Sparks Police Department fiber was successfully tied over. Sewer replacement work began in the beginning of June and coordination with local utilities continues. SSC anticipates beginning roadway removal in early July.

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake Drive to Booth Street, and First Street from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) continues working on preliminary design and a 50% design review will be submitted to agencies in early July. A virtual project presentation went live on May 27, 2020, to tell people about the project. Comments are due at the end of June and feedback from the public is coming in. Construction is anticipated to occur in 2021.

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

The project includes rehabilitation/reconstruction of the following street segments: Lund Lane from Wedekind Road to Northtowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane; and Yuma Lane from Armstrong Lane to Hunter Lake Drive. Eastern Sierra Engineering, P.E. (ESE) is the consultant for Design and Engineering During Construction Services. The project team is investigating existing conditions and beginning the preliminary design.

Sky Vista Parkway Widening and Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just west of Lemmon Drive to Silver Lake Drive. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for Design and Engineering During Construction Services. The Professional Services Agreement was approved at the RTC Board Meeting on December 20, 2019. Atkins is in the preliminary design phase.

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

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the cul-de-sac and Wild Island Court from Lincoln Way to the cul-de-sac in the City of Sparks. Wood Rodgers Inc. is the consultant for Design and Engineering During Construction Services. Design activities have begun.

**OTHER PROJECTS**

Park Lane RAPID Station Project

The project includes architectural services, design services, and construction of a RAPID station located just south of Plumb Lane on the east side of Virginia Street. Stantec Consulting Services, Inc. is the consultant for architectural and engineering design services. The Professional Services Agreement was effective March 18, 2019. The project advertised for bids on April 10, 2020. A teleconference bid opening was held on May 14, 2020. The apparent low bidder is Q&D Construction.

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

None

**CONTRACTS UP TO \$50,000**

Johnson Perkins Griffin in the amount of \$3,000 for an appraisal on the Sparks Consolidated 19-01 project.

**ENGINEERING ON-CALL WORK ASSIGNMENTS**

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

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachments

## On Call Consultant Summary

<b>Civil Engineering Design and Construction Management Services</b>			
<b>BOARD APPROVAL DATE</b>	<b>FIRM</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
No work has been assigned this period.			

<b>Traffic Engineering Services</b>			
<b>BOARD APPROVAL DATE</b>	<b>FIRM</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
No work has been assigned this period.			

**Engineering Design and Construction Management Services****List valid through June 20, 2022**

Atkins North America, Inc.

CA Group, Inc.

Eastern Sierra Engineering, PC

Jacobs Engineering Group, Inc.

Lumos and Associates, Inc.

Nichols Consulting Engineers, CHTD

Stantec Consulting Services, Inc.

Wood Rodgers, Inc.

**Traffic Engineering Services - Categories****List valid through April 19, 2022**

<b>Traffic Engineering</b>	<b>I.T.S.</b>
CA Group, Inc.	Atkins North America, Inc.
Headway Transportation, LLC	Headway Transportation, LLC
Kimley-Horn & Associates, Inc.	Kimley-Horn & Associates, Inc.
Westwood dba. Slater Hanifan Group, Inc.	
Stantec, Inc.	





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.3**

**TO:** Regional Transportation Commission

**FROM:** Jeff Wilbrecht, P.E.  
Engineer II

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

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

**RECOMMENDATION**

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

**SUMMARY**

South Virginia (Midtown) Roadway Reconstruction and BRT Project:

Acceleration of construction that followed the modified business closures as a result of Governor Sisolak’s COVID-19 response has allowed all paving work in Midtown to be completed. The roadway was reopened to one-way southbound traffic on May 15, 2020, with northbound traffic being detoured via Holcomb Street and Center Street.

The accelerated work was made possible by allowing Sierra Nevada Construction (SNC) to completely close South Virginia Street to traffic.

Ongoing work activities are focused around completing the roundabout at Center Street/May Street, completion of BRT Stations in Midtown, landscaping and planting of trees, outstanding tie-in work, and remaining miscellaneous work. The acceleration has allowed the Midtown segment of the project to be on track for completion in late summer.

North Virginia (UNR) Roadway Reconstruction and BRT Project

The scope of work associated with removing the buildings between 8<sup>th</sup> Street and 9<sup>th</sup> Street has been completed.

Roadway reconstruction and BRT work along North Virginia Street has continued during the month of May. The majority of the work is on the eastern side of the road and included work activities associated with the roundabout north of 15<sup>th</sup> Street and installation of new curb, gutter, and sidewalk adjacent to the university.

Outreach Activities:

During the month of May, the outreach effort continued with communicating with the public the accelerated schedule and providing information to various media outlets. In addition, while the acceleration activities were occurring, there was immense effort to provide outreach and coordination with individual businesses to ensure the closure associated with the acceleration would not cause unintended impacts to businesses still allowed to operate during the Governor's mandate.

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

**PREVIOUS ACTIONS BY BOARD**

May 22, 2020	Approved Change Order No. 15 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
April 17, 2020	Approved Change Order No. 11, 12, 13, and 14 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
February 21, 2020	Approved Change Order No. 07, 08, 09, and 10 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
December 20, 2019	Approved Change Order No. 05 and 06 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
November 15, 2019	Approved Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
October 24, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
August 16, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project

- May 20, 2019 Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.
- March 15, 2019 Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.
- July 20, 2018 Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.

- August 21, 2015                      Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014                      Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014                          Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.4**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineer II

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Lemmon Drive Monthly Progress Report**

**RECOMMENDATION**

Acknowledge receipt of the Lemmon Drive monthly progress report.

**SUMMARY**

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes (Segment 1) and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes (Segment 2).

Preliminary design of Segment 1 (US 395 to Military Road) is ongoing. The RTC and local agencies began the review of 50% Design Submittal. Coordination continues with utility companies to identify conflicts and facilitate any utility relocations.

Last month, the RTC invited the community to learn more about the design of Segment 1 by viewing a virtual video presentation online at [NorthValleysImprovements.com](http://NorthValleysImprovements.com). The community will be able to view the presentation and submit comments through June 18, 2020. To date, the virtual video presentation has over 350 views on YouTube and the RTC received over 20 public comments.

For Segment 2, the Project's Technical Advisory Committee (TAC) continues to evaluate the range of roadway alternatives at a conceptual level. Each alternative is screened based on the ability to meet the project's purpose, need, and goals. The range of alternatives will be narrowed down to three and presented to the public.

The RTC is working closely with Washoe County and the City of Reno as the Swan Lake recovery plan continues, and long-term mitigation alternatives are prepared and vetted. The RTC is streamlining the preliminary roadway design and collaborating with local agencies in the overall program to improve conditions around Swan Lake.

The project team is also investigating partnering with NDOT to include design work of the Lemmon Drive interchange. Following the investigation, an inter-agency agreement would be developed and brought before the Commission for approval defining a funding plan, responsibilities including scope of work and a schedule.

**PREVIOUS ACTIONS BY BOARD**

May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project
April 17, 2019	Received an update on the project

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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



**REGIONAL TRANSPORTATION COMMISSION**

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


Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.5**

**TO:** Regional Transportation Commission

**FROM:** Maria Paz Fernandez, P.E.  
Engineer II

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

**SUBJECT: Oddie/Wells Multimodal Improvements Project Progress Report**

**RECOMMENDATION**

Acknowledge receipt of the Oddie/Wells Multimodal Improvements Project progress report.

**SUMMARY**

The RTC completed sixty percent (60%) design plans along with submission to the cities of Reno and Sparks in November 2019. The proposed design includes sidewalk, lighting, and landscape along the corridor, in addition to a cycle track from Sutro Street in Reno to Pyramid Way in Sparks. A multiuse path will connect the existing path along the I-80 westbound ramp to Sutro. A screen wall is proposed along the certain areas where existing fence is in need of replacement.

Final design is underway and will be complete later this year. Construction is anticipated late summer of 2021.

As part of the design process, local businesses, residents, and property owners have the opportunity to preview the scope of our work, provide comments, and input regarding this project. Past meeting presentations along with project renderings and cross sections are available online at <http://oddiewellsproject.com/>

**PREVIOUS ACTIONS BY BOARD**

- |                |   |
|----------------|---|
| March 20, 2020 | Approved a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. for Final Design services of the Oddie/Wells Corridor Project |
| April 19, 2019 | Acknowledged receipt of an update on the Oddie/Well Corridor Project Progress Update  |

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

August 17, 2017                      Approved the Request For Proposals (RFP) for the Preliminary Design of the Oddie/Wells Corridor Project

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.6**

**TO:** Regional Transportation Commission

**FROM:** Maria Paz Fernandez, P.E.  
Engineer II

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

**SUBJECT: Sun Valley Boulevard Phase 1 Project Monthly Construction Progress Report**

**RECOMMENDATION**

Acknowledge receipt of the Sun Valley Boulevard Phase 1 Project Monthly Construction Progress Report.

**SUMMARY**

Design of the project was completed and a solicitation for bids was prepared. Four bids were received on the project and the apparent low bidder was Q&D Construction. The contract was awarded to Q&D Construction on May 26, 2020, with construction activities starting on June 15, 2020.

Capacity will be improved at the 7<sup>th</sup> Avenue intersection with Sun Valley Boulevard. For safer traffic operations, the intersection configuration includes construction of a southbound to westbound exclusive right turn lane, and an exclusive left turn lane from 7<sup>th</sup> Avenue to Sun Valley Boulevard all controlled by a new traffic signal.

The project also includes construction of sidewalks, crosswalks with flashers, additional safety lighting, bus stops, ADA improvements and pedestrian ramps. The new road supports bicycle lanes. Additionally, new drainage improvements allow for an increase in mobility and connectivity in the Sun Valley community.

Traffic control during construction includes lane closures, but two-way traffic will be maintained with flaggers. During the extensive pavement rehabilitation work, the southbound traffic will be detoured and the northbound traffic will be open.

Construction is expected to last 135 working days or approximately seven (7) months.

The community can find the latest updates on the construction and traffic plan status at the project website: [SunValleyBlvd.org](http://SunValleyBlvd.org).

Additional resources available on the website include:

- virtual community meetings (design and construction)
- direct communication with the project team

### **PREVIOUS ACTIONS BY BOARD**

May 22, 2020	Received an update on the project
March 20, 2020	Approved a Professional Services Agreement (PSA) with Nichols Consulting Engineers (NCE) for Construction Management of the Sun Valley Boulevard Project
January 17, 2020	Approved a PSA with Jacobs Engineering Group, Inc. for Final Design of the Sun Valley Boulevard Project
June 15, 2018	Approved a PSA with Jacobs Engineering Group, Inc. for Preliminary Engineering Design of the Sun Valley Boulevard Project
January 18, 2018	Approved the Request For Proposals (RFP) for Preliminary Design of the Sun Valley Boulevard Project

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

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



**REGIONAL TRANSPORTATION COMMISSION**

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


Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.7**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Director of Public Transportation and  
Operations

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

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

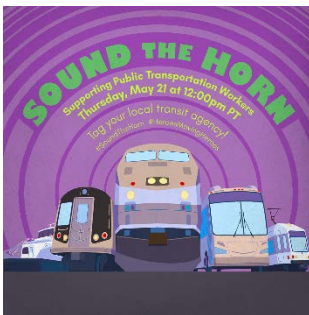
**RECOMMENDATION**

Acknowledge receipt of the monthly Public Transportation and Operations Report.

**HIGHLIGHTS**

**RTC RIDE CONTRACTOR, KEOLIS RESPONDS SWIFTLY TO DOWNTOWN RIOTS –**

On Saturday, May 30, RTC RIDE contractor, Keolis, responded to a very fluid and evolving situation in downtown Reno that shut down the RTC RIDE service at approximately 8:00pm. Keolis recognized that passengers within the service area and along route corridors required a last ride home. The local team for Keolis in coordination with RTC staff set-up four primary locations outside of the riot radius, establishing safe zones to pick up stranded passengers. Utilizing non-revenue vehicles, approximately 40 (passengers between 11:00pm and midnight) were picked up by members of Keolis’ local team along the routes or from one of the safe locations and given a courtesy door-to-door ride home. The local team also quickly established an ad-hoc google phone number and setup a messaging service to immediately respond and educate the public on what was happening. This required establishing a call-center setup prior to 10pm, whereby Keolis staff began answering a variety of questions and served as an information hotline for the public.



**RTC PROMOTES SECOND “SOUND THE HORN” FOR TRANSIT**

- On Thursday, May 21, at noon PST, Keolis and MTM bus operators participated in the second “Sound the Horn” for Public Transit Workers uniting transit agencies across the country and all times zones in recognition of our local heroes in solidarity with their peers across America.

## VICE CHAIR COMMISSIONER JARDON HOSTS ICE CREAM EVENT

- On Friday, May 15, RTC Vice Chair Neoma Jardon acknowledged the efforts of the MTM ACCESS and Keolis RIDE transit workers by celebrating with ice cream sandwiches from local favorite Rita's Italian Ice & Frozen Custard. Vice Chair Jardon, expressed her gratitude, on behalf of the RTC Board and staff, to these transit heroes for making a difference by providing essential public transportation service to those in our community who depend on transit. RTC extends a big THANK YOU to the transit vehicle drivers, dispatchers, mechanics, and administrative staff for their steadfast dedication and commitment to our community.

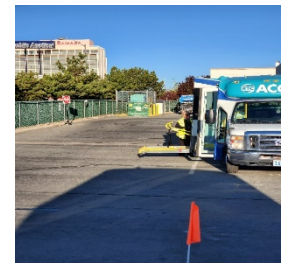


**TMCC TO PROMOTE TOKEN TRANSIT** – TMCC aims to launch use of the Token Transit App for students and faculty this month. Token Transit is an app that can be downloaded to a smartphone. Due to COVID-19 restrictions, the TMCC cashier's office will have access to a link to provide to students that need a bus pass. For students without smartphones, once the campus reopens, they will be able to obtain their ID card to utilize the ED PASS Program, or receive a monthly pass provided by RTC.

## RTC ACCESS



- MTM Transit was eager to assist in the RTC initiative to deliver 300 boxes of food to Seniors and families in need since April.
- MTM Transit celebrated Mother's Day with a themed Safety Blitz, "Save a Mother's Child" and the safety meeting was conducted on individual Operator buses due to social distancing.



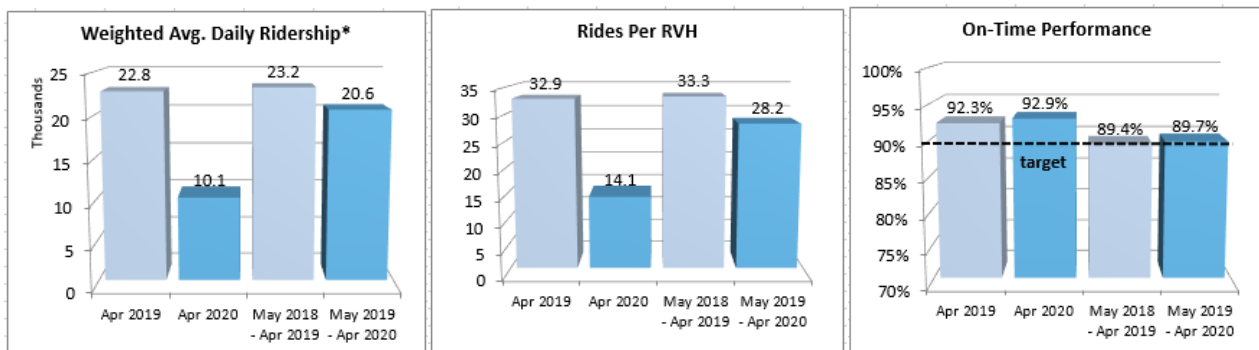
- On Friday, May 15, MTM Transit held an Operators Appreciation Event sponsored by Councilwoman and RTC Vice Chair, Neoma Jardon. Rita's Italian Ice served delicious ice-cream sandwiches to the entire transit staff. During the event, the MTM Transit management team recognized every employee with a certificate for their outstanding service working throughout the pandemic plus an additional "paid RFH—relax from home holiday."

**TRANSIT DEMAND MANAGEMENT (TDM) UPDATE**

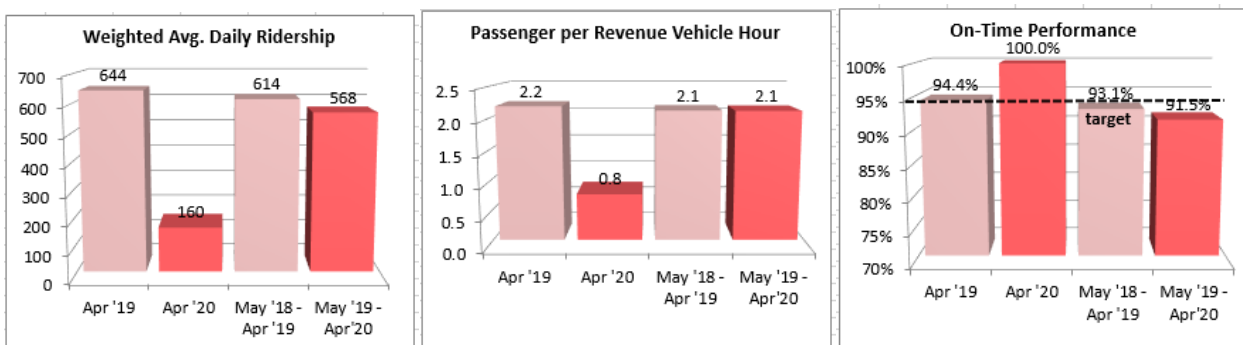
- Vanpools increased to 218 with over 125 of those serving the Tahoe Reno Industrial Center (TRIC). With the COVID-19 shut down, vans are still running to the Army depot, the prisons and Air National Guard. Tesla resumed operations on May 4<sup>th</sup>. Staff will continue to monitor this situation.
- RTC staff is moving ahead with the Transportation Management Association (TMA) and plans to hold a workshop in September or as soon as TRIC employers are open for business. We are having a virtual meeting June 11.

**APRIL 2020 TRANSIT PERFORMANCE**

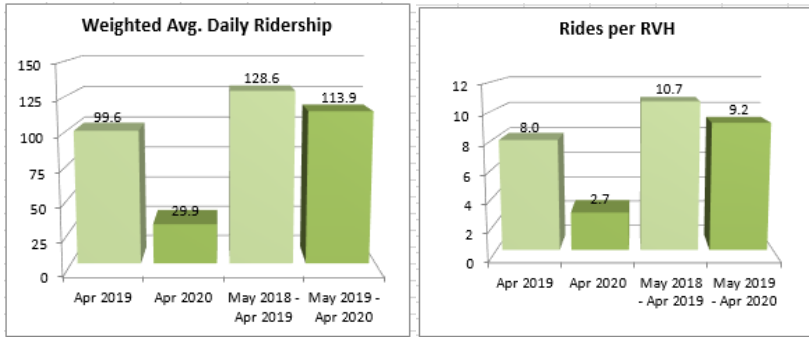
**RTC RIDE**



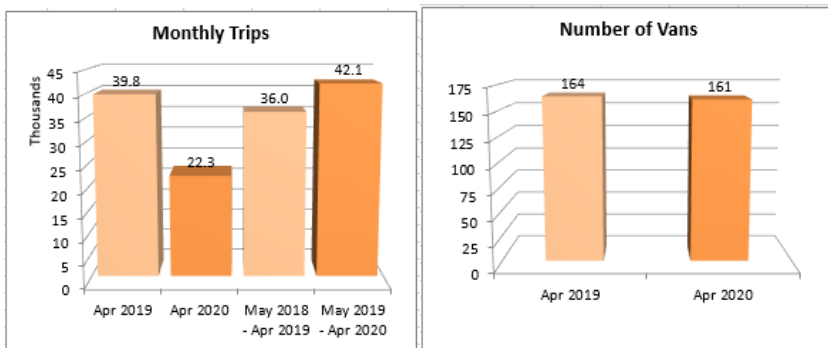
**RTC ACCESS**



## TART



## RTC VANPOOL



## Attachments

## RTC Transit Performance Statistics<sup>1</sup>

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Apr 2020	Percent Change	Apr 2019	May 2019 - Apr 2020	Percent Change	May 2018 - Apr 2019
Monthly Ridership*	306,814	-55.4%	687,847	7,459,531	-11.3%	8,406,238
Weighted Avg. Daily Ridership*	10,149	-55.4%	22,751	20,606	-11.2%	23,213
Revenue Vehicle Hours (RVH)	21,699	3.6%	20,937	264,829	4.8%	252,769
Rides Per RVH	14.1	-57.0%	32.9	28.2	-15.3%	33.3
Revenue Vehicle Miles (RVM)	246,119	6.9%	230,211	2,930,694	4.1%	2,815,944
Complaints Per 25,000 Rides	2.12	-33.0%	3.16	3.77	2.2%	3.69
On-Time Performance <sup>2</sup>	92.9%	0.7%	92.3%	89.7%	0.4%	89.4%

Performance Indicator	Mar 2020	Percent Change	Mar 2019	Apr 2019 - Mar 2020	Percent Change	Apr 2018 - Mar 2019
Revenue	\$325,520	-13.8%	\$377,421	\$4,654,536	-11.1%	\$5,233,513
Farebox Recovery Ratio	12.7%	-14.2%	14.8%	14.4%	-25.7%	19.4%
Subsidy per Ride	\$4.39	39.3%	\$3.15	\$3.52	36.8%	\$2.57

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

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

\* - May 2019, the RTC started using a new passenger counting system. Data before May 2019 is adjusted for the new method.

## RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Apr '20	Percent Change	Apr '19	May '19 - Apr'20	Percent Change	May '18 - Apr '19
Monthly Ridership	4,886	-75.1%	19,659	202,699	-12.4%	231,413
Weighted Avg. Daily Ridership	160	-75.2%	644	568	-7.5%	614
Revenue Vehicle Hours	6,419	-28.5%	8,975	95,749	-7.1%	103,101
Passenger per Revenue Vehicle Hour (does not include taxi data)	0.76	-65.3%	2.19	2.12	-0.3%	2.12
Revenue Vehicle Miles (RVM)	42,398	-71.7%	149,559	1,542,917	-6.9%	1,658,024
Complaints per 1,000 Rides	1.23	168.2%	0.46	0.53	-17.8%	0.65
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	-100.0%	4
Accidents per 100,000 Miles	4.72	0.0%	0.00	0.81	36.7%	0.60
On-Time Performance (does not include taxi data)	100.0%	5.9%	94.4%	91.5%	-1.7%	93.1%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	-100.0%	68.5%
Performance Indicator	Sept '19	Percent Change	Sept '18	July '19 - Sept '19	Percent Change	July '18 - Sept '18
Revenue*	\$145,332	-9.7%	\$160,905	\$465,547	-6.1%	\$495,702
Farebox Recovery Ratio*	19.49%	-16.53%	23.35%	21.23%	-4.71%	22.28%
Subsidy per Passenger*	\$24.73	21.5%	\$20.35	\$21.87	5.5%	\$20.73

\*Sept. 2019 data is the latest available.

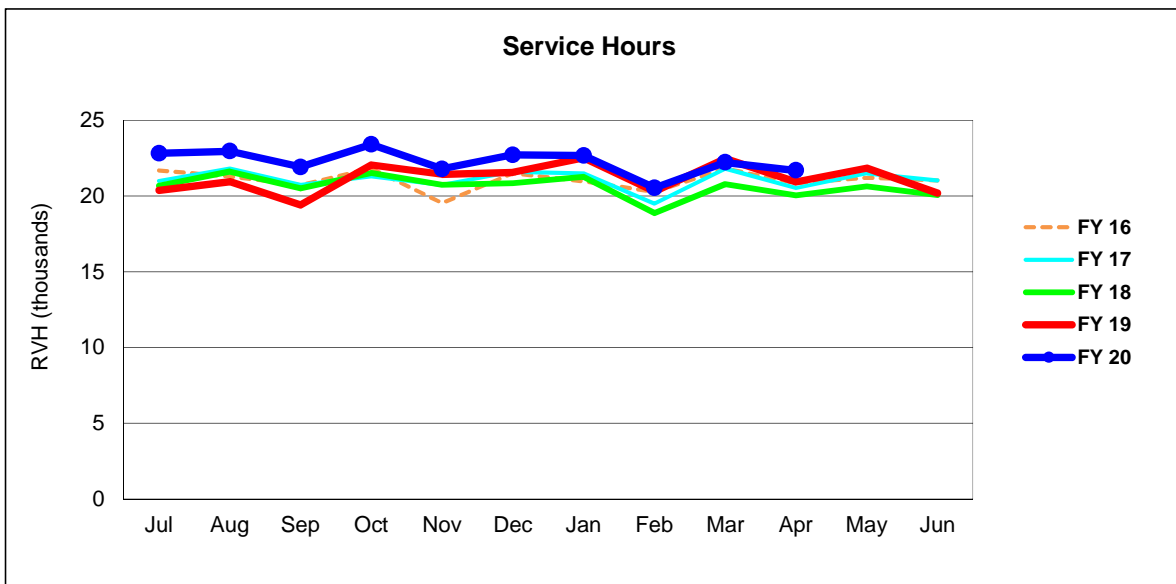
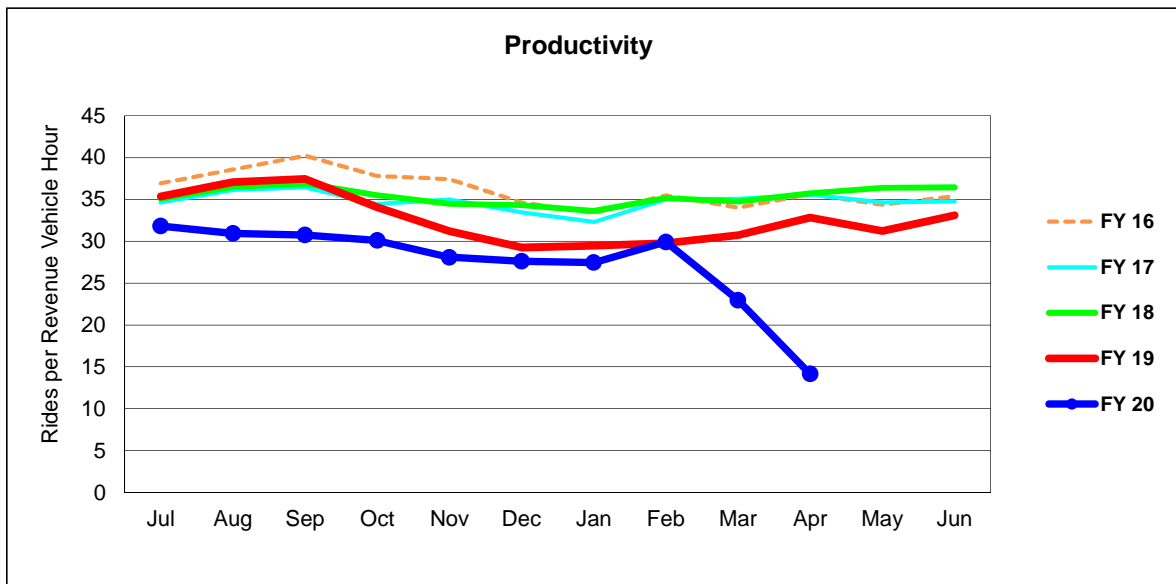
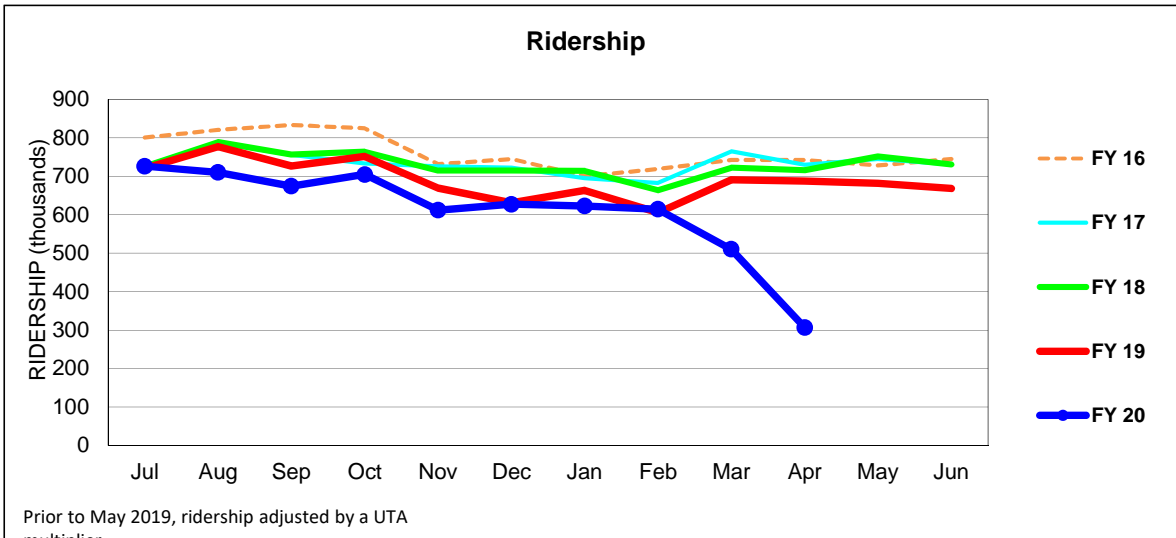


## TART Performance Statistics

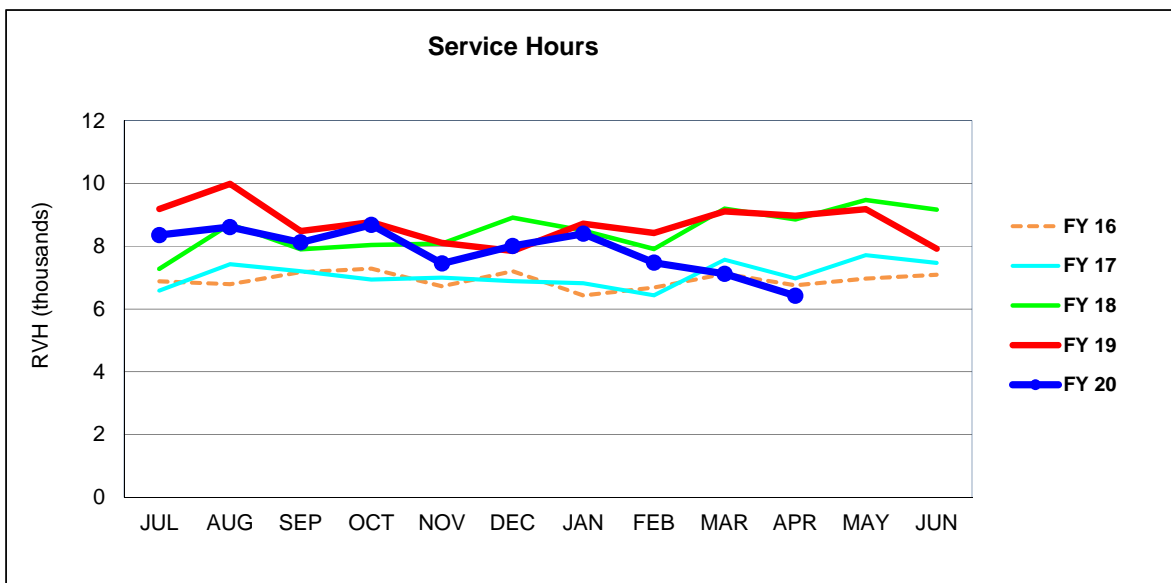
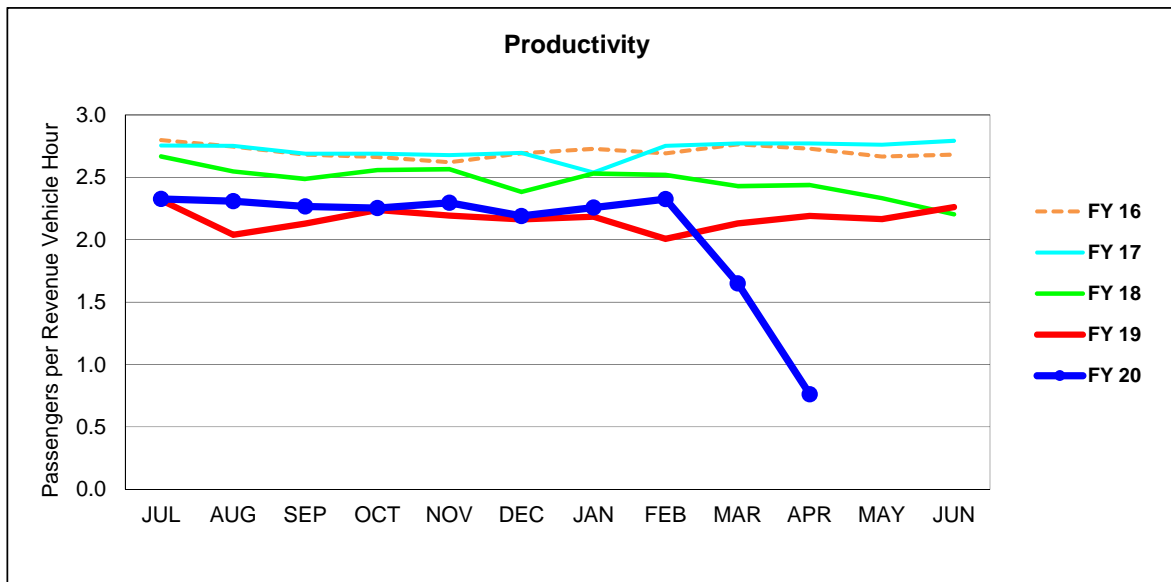
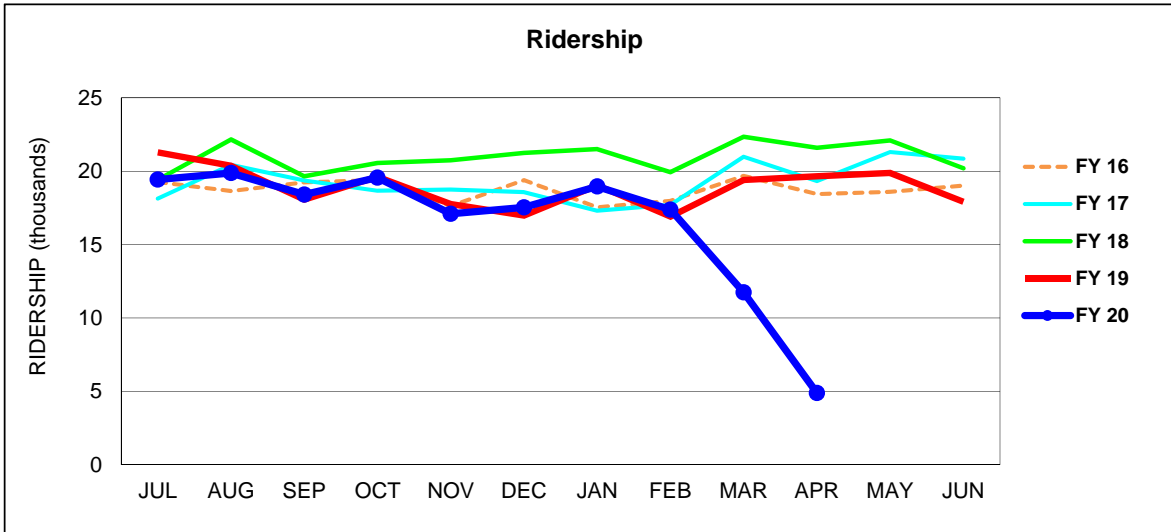
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Apr 2020	Percent Change	Apr 2019	May 2019 - Apr 2020	Percent Change	May 2018 - Apr 2019
Monthly Ridership	939	-68.6%	2,987	41,287	-11.0%	46,377
Weighted Avg. Daily Ridership	29.9	-69.9%	99.6	113.9	-11.5%	128.6
Revenue Vehicle Hours (RVH)	342	-9.1%	376	4,507	3.6%	4,351
Rides per RVH	2.7	-65.4%	8.0	9.2	-14.0%	10.7
Revenue Vehicle Miles (RVM)	7,577	-7.4%	8,186	88,138	-5.4%	93,192
Revenue*	\$0	-100.0%	\$3,413	\$24,777	-49.3%	\$48,907
Farebox Recovery Ratio*	0.0%	-100.0%	7.6%	4.5%	-52.4%	9.5%
Subsidy per Ride	\$44.58	220.9%	\$13.89	\$12.73	26.1%	\$10.09

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

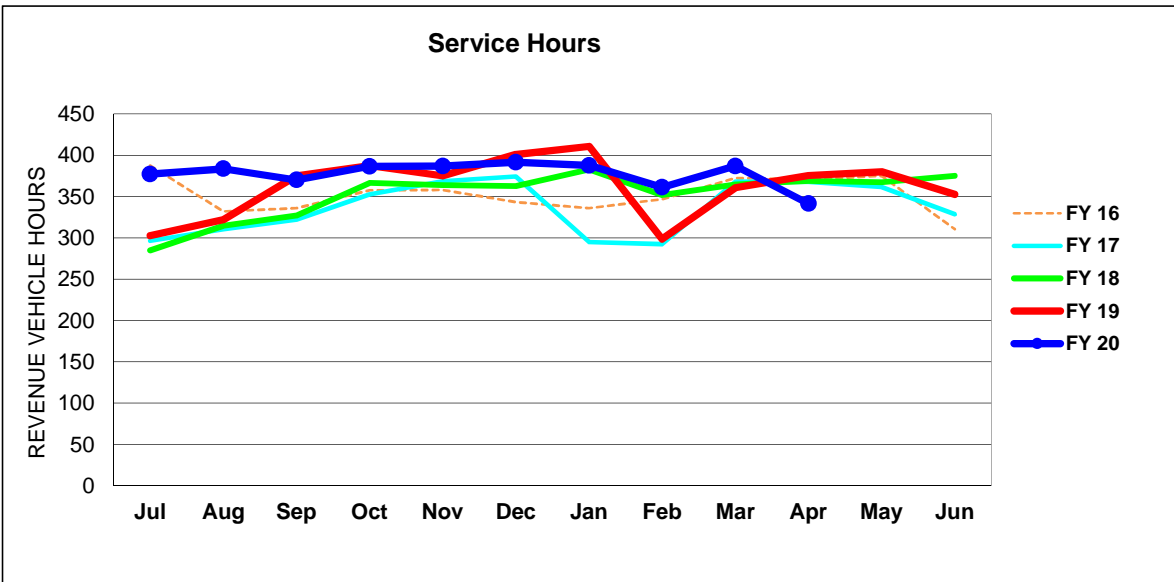
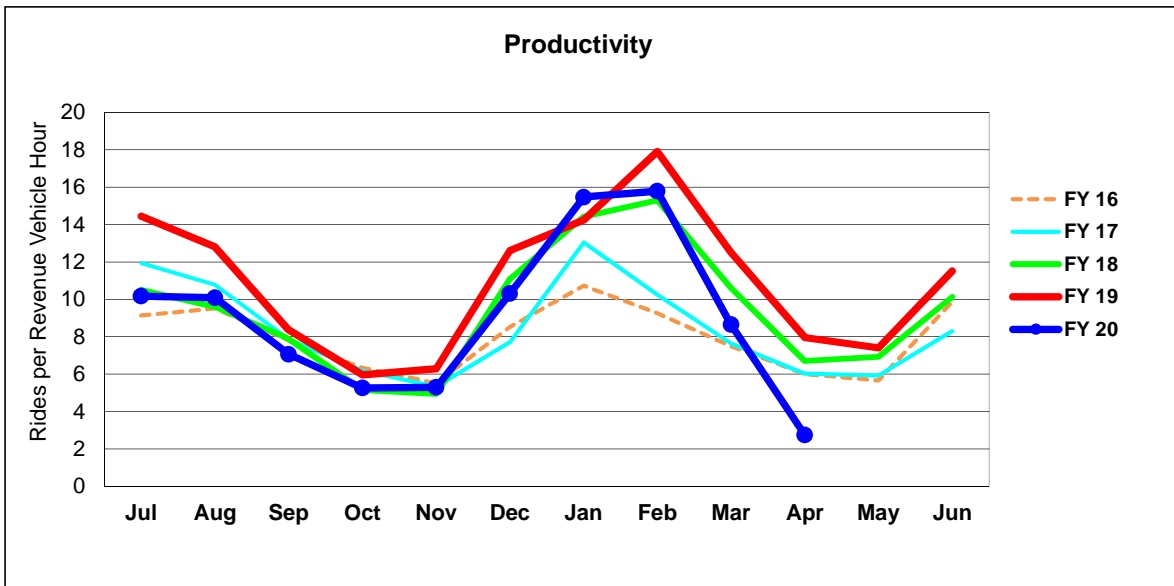
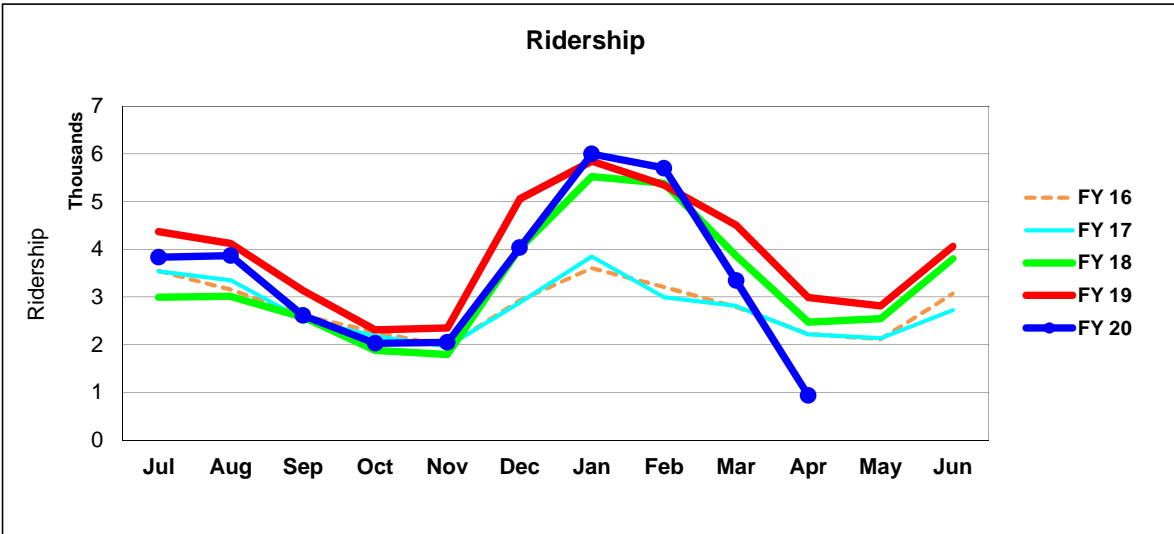
# RTC Transit Fiscal Year Comparisons



## RTC ACCESS Fiscal Year Comparisons



# TART - Nevada Fiscal Year Comparisons





**REGIONAL TRANSPORTATION COMMISSION**

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


Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.8**

**TO:** Regional Transportation Commission

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

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

**SUBJECT: RTC Planning Department Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Planning Activity Report.

**PLANNING STUDIES**

*Virginia Street Bus RAPID Transit Extension Project*

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

*University Area Multimodal Transportation Study*

The University Area Multimodal Transportation Study takes into account the current and future development plans slated to occur on or near the university campus in the coming years and identifies needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it includes an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District. The project team has had ongoing meetings with staff from the University of Nevada Reno and City of Reno to discuss project details. Following data collection efforts and extensive public outreach, a project Technical Advisory Committee (TAC) workshop was held on September 9, 2019 to discuss future roadway network alternatives. Scenarios were reviewed on December 27, 2019 at a subsequent TAC meeting. The project team analyzed model run results and conducting analysis on future conditions. These analysis results from various network scenarios were reviewed at the most recent project TAC meeting on March 31<sup>st</sup> to receive feedback and comments. The project team is currently working on documenting the analysis results in a study report.

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

The purpose of the study is to enhance mobility and connectivity between the growing communities Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. Goals of the study include evaluation of traffic operations and safety on the existing Eagle Canyon Drive, development of a Planning and Environmental Linkages (PEL) checklist to assist with the environmental process during future project development, and to identify a preferred alignment for the proposed new roadway. An online survey seeking public input on the study closed on April 30. The survey was open for about two months and there were approximately 570 responses. Staff is working with the consultant team to refine the corridor analysis and compile public comments. A project Technical Advisory Committee (TAC) meeting was held on May 15 and the TAC has been tasked with providing comments on a preferred alignment.

*2050 Regional Transportation Plan (RTP)*

A schedule and outreach plan has been developed for the 2050 RTP. Staff is currently analyzing existing conditions, evaluating financial assumptions, and developing the vision and goals for the plan. Staff is also refining the project prioritization framework to be implemented in project evaluation process. In addition, project cost estimates are being reviewed and updated where appropriate. RTC staff has been meeting with staff of the local jurisdictions to discuss project needs and priorities. To date, there has been several outreach events to gather input on the vision for the 2050 RTP. In addition to the public meetings, an online visioning survey was made available for roughly two months and closed on May 1. There were approximately 380 responses and the results of the survey are being compiled and analyzed.

*Bicycle and Pedestrian Planning*

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

- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). This week TMBA announced that Bike Month normally celebrated in May nationally and locally, has been postponed until September 2020. Details will be shared as they are available. TMBA has created a BINGO card to encourage safe bicycling during the month of May to celebrate Bike Month. Details can be found at [www.bikewashoe.org](http://www.bikewashoe.org).

*Vision Zero Truckee Meadows*

- Vision Zero Task Force met on June 11<sup>th</sup>. Minutes from the meeting will be posted to the website when available.
- June 5<sup>th</sup> members of the task force participated in a zoom Court Class practice run class. It was a way to test out holding the court classes through web-based learning. The task force is still pursuing bringing the mandatory classes to northern Nevada.
- A media campaign, Stay Safe at Home and Outside was launched in May. The public are being asked to share photos and thoughts of being exposed to less traffic during the stay at home orders while walking and bicycling with their family. Information is located on [www.visionzerotruckeemeadows.com](http://www.visionzerotruckeemeadows.com).
- Many Vision Zero Network webinars have been available and shared with the Task Force.

Sustainability Planning

The RTC continues to advance initiatives outlined in the RTC Sustainability Plan through the Green Team comprised of agency staff, such as the Sustainable Purchasing Policy and the tracking of paper usage in an effort to achieve a ten percent reduction. RTC also participates in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee. Staff has finalized and submitted the 2019 RTC Annual Report for the American Public Transportation Association (APTA) Sustainability Program, of which RTC has been recognized at a Silver-level designation.

Development Review

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

- Washoe County – 5
- City of Reno – 3
- City of Sparks – 6

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

**COMMUNITY AND MEDIA OUTREACH ACTIVITIES**

RTC staff conducted the following outreach activities from May 21- June 19:

- |         |  |
|---------|--|
| May 21  | Regional Information Center Meeting - COVID-19 Response Outreach   |
| May 27  | NV Health Response Statewide Meeting - COVID-19 Response Outreach  |
| May 27  | 2050 RTP Economic Recovery and Development Forum   |
| May 27  | 2050 RTP Inter-county Working Group  |
| May 27  | Reno Consolidated 20-01 Virtual Community Presentation   |
| May 28  | Regional Information Center Meeting - COVID-19 Response Outreach   |
| May 30  | RTC Transit Services Outreach/Emergency Transit Operations   |
| June 1  | NV Health Response Statewide Meeting - COVID-19 Response Outreach  |
| June 1  | Regional Information Center Meeting - COVID-19 Response Outreach   |
| June 3  | NV Health Response Statewide Meeting - COVID-19 Response Outreach  |
| June 4  | Regional Information Center Meeting - COVID-19 Response Outreach   |
| June 5  | RTC Technical Advisory Committee (TAC) Meeting   |
| June 5  | RTC Citizens Multimodal Advisory Committee (CMAC) Meeting  |
| June 6  | Vision Zero participated in Edwards Family Gathering and ceremonial crosswalk crossing (1 year ago Mr. Edwards and his toddler were struck by a vehicle at Carat in South Reno). |
| June 8  | NV Health Response Statewide Meeting - COVID-19 Response Outreach  |
| June 8  | Regional Information Center Meeting - COVID-19 Response Outreach   |
| June 10 | NV Health Response Statewide Meeting - COVID-19 Response Outreach  |

June 10	Reno + Sparks Chamber Leadership Class - RTC Overview
June 11	Regional Information Center Meeting - COVID-19 Response Outreach
June 15	NV Health Response Statewide Meeting - COVID-19 Response Outreach
June 15	Regional Information Center Meeting - COVID-19 Response Outreach
June 16	2050 RTP Alternatives Development Virtual Public Meeting
June 17	NV Health Response Statewide Meeting - COVID-19 Response Outreach
June 18	Regional Information Center Meeting - COVID-19 Response Outreach

### Media Relations & Social Media

The RTC issued six news releases and participated in 11 media interviews on various topics, including the Virginia Street Project construction operations and business support, the Lemmon Drive Project virtual community presentation, transit safety during COVID-19, TE Spot 8 Traffic Improvements on McCarran Blvd., the Prater Way improvements, the fall 2020 service change virtual community presentation, RTC Memorial Day office closures and transit schedules, Reno Consolidated 20-01 virtual community presentation, suspension of RTC transit services/emergency transit operations on May 30, and more.

Social media was used to promote RTC's Road Ahead segments, sharing COVID-19 safety information, Virginia Street Project construction updates, the Lemmon Drive Capacity Project virtual community presentation, Midtown business support information, Vision Zero Stay Safe at Home and Outside messages, Midtown roundabout safety information, #SoundTheHorn to recognize transit workers, the proposed fall service change virtual community meeting, Memorial Day closures and transit schedule information, Prater Way project information, Reno Consolidated 20-01 virtual project presentation information, suspension of RTC transit services/emergency transit operations on May 30, the RTC Board meeting and more.

Social media metrics for the month of May: 73,760 impressions on Facebook, Twitter, YouTube and Instagram.

### Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, NDOT's Parr/Dandini Bridge project, Reno Consolidated 20-01 virtual community presentation, and transit service change virtual community presentation.

## **COORDINATION WITH PARTNER AGENCIES**

### Truckee Meadows Regional Planning Agency (TMRPA)

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



*Nevada Department of Transportation (NDOT)*

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

*Statewide Transportation Planning*

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



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.9**

**TO:** Regional Transportation Commission

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

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

**SUBJECT:** **Appointments to the Citizens Multimodal Advisory Committee**

**RECOMMENDATION**

Approve the RTC staff recommended appointments/reappointments and alternates to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2023:

- Mayuko Majima (reappointment)
- Jeff Bonano (reappointment)
- Laura Azzam (reappointment)
- Mike Soszynski
- Mauricio Urias
- Lindsey Costello (alternate)
- Benjamin Miller (alternate)

**SUMMARY**

This action will appoint/reappoint five regular members and appoint two alternate members to the CMAC. Three members would be reappointed for their second three-year terms. The remaining two appointments are for full terms. Appointments will be effective July 2020.

**FISCAL IMPACT**

There is no fiscal impact associated with this agenda item.



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 3.10**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO

Bill Thomas, AICP  
Executive Director

**SUBJECT: RTC Procurement Activity Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

**PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
PWP- 2020-245 TE Spot 9 – Package 2	June 18, 2020

<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
RTC 20-18 – Electric & Alternative Fuel Vehicle Infrastructure & Advanced Mobility Plan	June 22, 2020

**REPORT ON BID AWARDS**

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

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
Sun Valley Boulevard Multi-modal Improvements Project; Phase 1: 7th Avenue to Highland Ranch Parkway	Q&D Construction	5/26/2020	\$6,644,000
Greg Street Rehabilitation – McCarran Boulevard to Railroad Tracks	Sierra NV Construction	5/22/2020	\$1,214,007
Park Lane RAPID Station Project	Q&D Construction	5/22/2020	\$605,018

**CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY**

N/A



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 3.11**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO

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

**SUBJECT: RTC Property & Liability Insurance Program**

**RECOMMENDATION**

Authorize the Executive Director to bind annual insurance coverage effective July 1, 2020, 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.

**SUMMARY**

Approval of this item will allow staff to bind the necessary property and liability insurance coverage for the Regional Transportation Commission of Washoe County (RTC). Staff is recommending that coverage be placed with the Nevada Public Agency Insurance Pool (NPAIP) for Property, Earthquake, Flood, General Liability, Automobile Liability, Errors/Omissions and Employment Practices Liability for the upcoming year.

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 has been updated to include \$100,000 for Security Failure/Privacy Event Management Coverage, \$250,000 in Network Interruption Coverage and \$50,000 for Proof of Loss Preparation Costs.

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 decreasing from \$277,336 to \$234,069, or approximately 15.6%. The decrease is driven mainly by an updated appraisal of RTC's insured buildings and contents. The insurance market continues to see general premium rate increases, driven by catastrophic losses and underwriting discipline. 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/Ride Right LLC, is responsible for automobile and general liability losses for RTC ACCESS. 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 is \$500,000 to provide coverage excess of the limit provided by the NPAIP and \$25,000 for the other listed coverage. Coverage will continue to include social engineering fraud with a limit of \$1,000,000 and \$50,000 deductible. The renewal premium for the Crime and Fiduciary Liability coverage is \$20,622.

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 \$302,923. The total estimated cost represents a decrease of \$46,380 or 13.3% when compared to the prior year's final renewal costs.

## **FISCAL IMPACT**

Funding for the insurance coverage is included in the Board approved RTC FY 2021 Budget.

## **PREVIOUS ACTIONS BY BOARD**

June 20, 2019 – Authorized Executive Director to bind insurance coverage effective July 1, 2019.

## **ADDITIONAL BACKGROUND**

The RTC has maintained an agreement with the Reno office of USI Insurance Services LLC (previously known as Wells Fargo Insurance Services) for the purpose of brokering insurance coverage as required for the effective operation of the RTC. In December 2017, USI Insurance Services acquired Wells Fargo Insurance Service. USI has maintained its local Reno office and local RTC service team. As in previous years, Brandon Lewis (Broker) and Tracey Espinosa (Account Representative) along with other local staff have negotiated our insurance renewals as directed by RTC staff in order to maintain coverage at cost-effective pricing.

### **Other**

In concurrence with USI Insurance Services, staff recommends that the coverage be bound effective July 1, 2020.

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 \$44,482. This year, the broker's total estimated annual compensation at renewal will be \$36,660, a reduction of 13.7%. 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.

## **ADVISORY COMMITTEE(S) RECOMMENDATION**

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

**REGIONAL TRANSPORTATION COMMISSION  
 INSURANCE RENEWAL COST RECAP**

Coverage	Limits of Insurance	Deductible	Insurer	2019/20 Premium	2020/21 Premium	\$ 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)	\$277,336	\$234,069	(\$43,267)	(15.6%)
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)	\$32,705^	\$32,732^	\$27	0.1%
Crime	Employee Theft: \$5M Other Coverage: \$5M Social Engineering: \$1M	\$500,000 \$25,000 \$50,000	Federal Ins. Co. (Chubb)	\$12,534	\$12,394	(\$140)	(1.1%)
Fiduciary Liability	\$4,000,000	N/A (Nil)	Federal Ins. Co. (Chubb)	\$8,228	\$8,228	-	-
USI Broker Fee (Risk Management, Loss Control & Contract Review)				\$18,500	\$15,500	(\$3,000)	(13.8%)
<b>Total Annual Insurance Cost</b>				<b>\$349,303</b>	<b>\$302,923</b>	<b>(\$46,380)</b>	<b>(13.3%)</b>

\* Shared, Annual Aggregate Limits

^ Estimated & Auditable Premium



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.12**

**TO:** Regional Transportation Commission

**FROM:**

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Legal Services**

**RECOMMENDATION**

Receive report on changes to RTC's approach to legal services; authorize the RTC Executive Director to direct in-house counsel to be the primary provider of legal services to the Board at its open meetings.

**SUMMARY**

The Executive Director has been working with the director team and Commissioners to evaluate RTC's approach to legal services and identify options for modifications to further improve the current high quality of legal services and organizational performance, while controlling and reducing expenditures.

The Executive Director is in the process of implementing modifications to the RTC's approach to legal services to accomplish the following:

1. Clarify organizational roles and responsibilities;
2. Control the costs of legal services; and
3. Maximize return on investment in legal services.

The Executive Director has empowered the Director of Legal Services to lead and manage the legal team. The duties of members of the team are being refined and focused. Dale Ferguson (Woodburn & Wedge) and his firm will focus on legal matters involving the Engineering Department, including property law and public works. Zev Kaplan (Zev E. Kaplan, Ltd.) will play an expanded role on the legal team and focus on legal matters involving the Public Transportation and Operations Department, as well as legislative matters and state law related to regional transportation commissions. Jane Starke (Thompson Coburn) and her firm will provide specialized legal services on federal matters (FTA/FHWA) as needed. Other attorneys and firms will also continue to provide specialized legal services when requested. The Director of Legal Services will be responsible for overseeing and coordinating internal and external legal services, and will work to identify other attorneys and firms as necessary to meet the needs of the organization.



The RTC is implementing a revised approach to budgeting, billing, and invoicing for legal services beginning July 1. The Director of Legal Services will be responsible for managing the budget, assigning work to members of the legal team and reviewing invoices. In that role, the Director of Legal Services will be in a position to facilitate and regulate the demand for legal services and the supply of legal services. This revised approach should improve data collection, decision-making and fiscal controls, while helping to enhance the return on investment in legal services.

As part of these efforts, the Executive Director is recommending a transition to the Director of Legal Services becoming the primary provider of legal services to the Board at its open meetings. Currently, Dale Ferguson provides these services to the Board at its open meetings pursuant to the existing contract between RTC and Woodburn & Wedge. The Executive Director and the Director of Legal Services have discussed this recommendation with Mr. Ferguson and he will continue to serve a vital role on the legal team. This transition is designed to improve organizational alignment and collaboration between the Executive Director, the Board, in-house counsel, and staff. The reallocation of responsibility for these services is expected to reduce costs without reducing quality.

If the Board approves this action, the Director of Legal Services would begin providing legal services to the Board at its open meetings beginning in October with Mr. Ferguson continuing to provide those services for the next three meetings during the transition. The Director of Legal Services position would be re-titled to General Counsel.

If the Board does not approve this action, Mr. Ferguson would continue providing legal services to the Board at its open meetings pursuant to the existing contract between RTC and Woodburn & Wedge.

### **FISCAL IMPACT**

Funding for this item is included in the approved FY 2021 budget, and there is no additional cost in connection with this agenda item.



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.13**

**TO:** Regional Transportation Commission

**FROM:**   
\_\_\_\_\_  
Bill Thomas, AICP  
Executive Director

**SUBJECT: Legal Services Contract between the Regional Transportation Commission and Zev E. Kaplan, Ltd.**

**RECOMMENDATION**

Authorize the RTC Executive Director to execute a contract for specialized legal services with Zev E. Kaplan, Ltd, for the services of Zev E. Kaplan, in substantially the form presented to the Board.

**SUMMARY**

Mr. Kaplan has significant experience and expertise with regard to Nevada law governing regional transportation commissions and the operation of transit systems. He has been practicing law in the field of transportation for over 35 years, and has been practicing public entity law in Nevada for over 40 years. In that time, he has held various positions in the public and private sector and served as general counsel to the Regional Transportation Commission of Southern Nevada. Mr. Kaplan has provided various legal services to the RTC of Washoe County since January 2017.

Beginning July 1, Mr. Kaplan will serve in an expanded role on the RTC legal team with a focus on legal matters involving the Public Transportation and Operations Department, as well as state legislation and public entity law related to regional transportation commissions. Mr. Kaplan will provide services assigned by the Director of Legal Services, at the direction of the Executive Director.

The contract (attached) reflects a discounted hourly rate of \$225/hour with an expectation that the RTC will need and request a minimum of 1,000 hours in FY 2021. There are two option years.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2021 budget.

Attachment

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is dated and effective as of July 1, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Zev E. Kaplan, Ltd., a professional corporation, for the services of Zev E. Kaplan, Esq. ("Consultant").

### WITNESSETH:

**WHEREAS**, RTC desires to retain Consultant to perform specialized legal services on behalf of RTC; and

**WHEREAS**, Consultant has the technical expertise and qualifications to perform the required professional legal services; and

**WHEREAS**, RTC and Consultant desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of Consultant's duties hereunder.

**NOW, THEREFORE**, RTC and the Consultant, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES

Consultant agrees to provide the legal services set forth in Exhibit A.

B. TERM

1. Initial Term. The initial term of this Agreement shall be from July 1, 2020, through June 30, 2021.

2. Options to Renew. This Agreement includes two one-year option terms. The first option to renew shall extend the term of this Agreement from July 1, 2021, through June 30, 2022, and the second option to renew shall extend the term of this Agreement from July 1, 2022, through June 30, 2023. Each option to renew shall be deemed exercised unless, at least 30 days before the end of the prior term, RTC or Consultant notifies the other that the notifying party does not intend to extend the term of this Agreement pursuant to this subsection.

C. PAYMENTS TO FIRM

1. Compensation. RTC shall pay Consultant in accordance with the "Fee Schedule and Costs" attached as Exhibit B.

2. Invoices and Time of Payment. Invoices shall be submitted and payments made in the following manner:

a) Fees and costs shall be presented with a reasonable explanation as to what work was performed and the time to do that work. The invoice, together with documents to support direct costs (if requested by the RTC) may be submitted to the RTC on or before the 15th of each month following the month in which services were performed.

b) Invoices must be submitted to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

c) Consultant shall maintain complete records supporting every request for payment which may become due. RTC shall have the right to receive and copy said records.

#### E. OTHER PROVISIONS

1. Time is of the Essence. It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by mutual consent for such additional periods as the parties may approve. No extension of time shall be valid unless reduced to writing and signed by the authorized representative of each party.

2. Non-Transferability. This Agreement is for the Consultant's professional services, and the Consultant's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.

3. Hold Harmless. Consultant agrees to save and hold harmless and fully indemnify RTC and all its employees or agents from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the Consultant or any of its servants, employees, or agents in providing the services required by this Agreement.

4. Insurance. Consultant shall self-insure.

5. Relationship of Parties. Consultant is an independent contractor to RTC under this Agreement. Consultant is 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 conflict with services being provided by the Consultant to RTC and confidentiality is maintained. Consultant is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

6. E-mail Communication. RTC consents to and allows the Consultant, and any attorneys or employees of the Consultant, to initiate communications with RTC and its employees via e-mail and to respond to e-mail communications from RTC and its employees via e-mail. The foregoing consent extends to the initiation of electronic communications with, and the electronic response to communications from such others as the Consultant deems necessary or appropriate in the performance of services hereunder. Consent includes the attachment of electronic copies of RTC documents to any electronic communications. Consultant will exercise extraordinary care to ensure it restricts its communications to the intended recipient and that confidentiality is maintained.

7. Termination and Withdrawal. RTC may terminate this Agreement, in whole or in part, at any time by written notice to the Consultant when it is in RTC's best interests. If the Consultant has any property in its possession belonging to RTC, the Consultant will account for the same, and dispose of it in the manner RTC directs.

Consultant reserves the right to withdraw from representation of RTC with the client's consent or for any reason consistent with the Nevada Supreme Court's rules of professional responsibility. This may include (without limitation) the failure to honor the terms of this Agreement, the failure to pay undisputed amounts billed in a timely manner, the failure to cooperate or follow the Consultant's advice on a material matter, or any fact or circumstance that would reasonably impair an effective attorney-client relationship or which would render the Consultant's continuing representation unlawful or unethical.

8. Notices. Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be made by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the United States Mail.

RTC: Bill Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
P.O. Box 30002  
Reno, Nevada 89502

CONSULTANT: Zev E. Kaplan, Ltd.  
Zev E. Kaplan, President  
P.O. Box 370836  
Las Vegas, Nevada 89137

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is deposited by registered or certified mail.

9. Governing Law; Jurisdiction. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.

10. Severability. To the extent that any term or provision of this Agreement or the application thereof to any circumstance shall be deemed to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted therefore to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

11. Entire 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.

12. Amendments. No alternation, amendment, or modification of this Agreement is effective unless it is in writing and signed by both parties.

13. Regulatory Compliance. Consultant agrees to comply with all federal, state and local government laws, regulations and ordinances in the performance of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the date first above written.

APPROVED AS TO LEGALITY AND FORM

By: \_\_\_\_\_  
Adam Spear  
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

ZEV E. KAPLAN, LTD.

By: \_\_\_\_\_  
Zev E. Kaplan, Esq.

## EXHIBIT A

### Scope of Services

1. Serve as part of the RTC legal team at the direction of the Director of Legal Services and the Executive Director and provide requested legal services with a focus on public entity law and transit related matters.
2. Review RTC contracts and research relevant areas of law.
3. Assist RTC with preparation of procurement documents, related contracts and any bid protests. Research relevant areas of law related to procurements.
4. Assist RTC with process and organizational development.
5. Research and opine on relevant areas of law related to the activities of regional transportation commissions, including, but not limited to, legal questions arising under NRS Chapters 37, 239, 241, 277, 277A, 281A, 332,338,340,341,373 and 377A.
6. Advise RTC on draft legislation, proposed revisions to draft legislation and in appearances before legislative and other public bodies.
7. Advise RTC on retaining other special legal counsel for litigation and other matters, as necessary.
8. Assist with relationships with federal agencies, USDOT (FTA and FHWA), state agencies (specifically, NDOT, and other agencies as need arises); Federal and State government relations consultants; Federal and State legislative staffs and elected officials; and local governments as requested.

## EXHIBIT B

### Fee Schedule and Costs

RATE/HOUR: Consultant will provide services to RTC at an hourly rate of \$225 with the understanding that RTC expects to need and request at least 1,000 hours of legal services each year (at least 83 hours per month). In the event that the actual hours requested by RTC and expended by Consultant are less than that amount over a three month average (and the year to date average), the parties shall renegotiate the hourly rate going forward.

COSTS: RTC will reimburse or directly pay for costs of airfare, rental cars, ground transport, and parking while on travel requested by RTC. RTC will reimburse costs for lodging and food while on travel based on applicable per diem rates for Reno, Nevada, at [gsa/travel/plan-book/per-diem-rates](https://www.gsa.gov/travel/plan-book/per-diem-rates).





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.14**

**TO:** Regional Transportation Commission

**FROM:** Blaine Petersen, P.E.  
Engineer II

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Award of Professional Services Agreement (PSA) for the Traffic Engineering (TE) Spot 10 – Fuel Tax Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC. to provide design services and optional engineering during construction for the TE Spot 10 – Fuel Tax Project in an amount not to exceed \$289,800; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) with Headway Transportation, LLC, is for professional design services for the TE Spot 10 – Fuel Tax Project in the amount of \$138,600, optional engineering during construction services (EDC) in the amount of \$121,200, and \$30,000 for contingencies. The Project includes a traffic study and possible new traffic signal at Veterans Parkway and Long Meadow Drive and reconstruction of the existing traffic signal at Victorian Avenue and 16<sup>th</sup> St.

Headway Transportation, LLC was selected from the Traffic Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of scope, schedule and budget indicated the amount for design services is within the appropriated budget.

**FISCAL IMPACT**

The TE Spot 10 – Fuel Tax Project appropriations are included in the approved FY 2021 Budget and Program of Projects as part of the Traffic Management Program.

**PREVIOUS ACTIONS BY BOARD**

March 20, 2020	Approved the Fiscal Year 2021 Street and Highway Program of Projects
April 19, 2019	Approved the Qualified Consultant List for Traffic Engineering Design and Construction Management Services

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of June 19, 2020, by and between the Regional Transportation Commission of Washoe County (“RTC”) and **HEADWAY TRANSPORTATION, LLC** (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering shortlist to perform design and optional Engineering During Construction (EDC) in connection with the Traffic Engineering (TE) Spot 10 – Fuel Tax project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A – Scope of Services. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 2.1.A to 2.1.D)	\$138,600
Optional Services (Task 2.1.F to 2.1.J)	\$121,200
Contingency	\$30,000
<hr/> Total Not-to-Exceed Amount	<hr/> \$289,800

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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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



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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Blaine Petersen, P.E or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT'S Project Manager is Loren Chilson, PE 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  
Executive Director  
Blaine Petersen  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775)335-1871

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

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

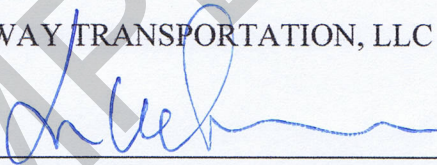
APPROVED AS TO LEGALITY AND FORM

By: \_\_\_\_\_  
Dale E. Ferguson, Esq. or Adam Spear  
RTC Chief Counsel RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

HEADWAY TRANSPORTATION, LLC

By:  \_\_\_\_\_  
Loren E. Chilson, Principal

SAMPLE

**Exhibit A**

Scope of Services

SAMPLE

## **EXHIBIT A**

### **SCOPE OF SERVICES** **FOR THE** **TE SPOT 10 – FUEL TAX PROJECT**

#### **2.1 DESIGN SERVICES**

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

- New traffic signal system at Veterans Parkway/Long Meadow Drive including interconnect to Veterans Parkway/South Meadows Parkway.
- Traffic signal modification at Victorian Avenue/16<sup>th</sup> Street
- Rectangular Rapid Flashing Beacon (RRFB) or other improvements at various locations as budget allows. The potential improvement locations will be identified by the RTC, reviewed by CONSULTANT, and selected in coordination between CONSULTANT, RTC, and local agency(s).

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

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

##### **2.1.B Preliminary Design**

1. Investigate Existing Conditions and Field Inventory

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

2. Identify Issues & Select Locations for Design

CONSULTANT will summarize the field review findings for the RRFB and other improvement locations and discuss those findings and the probable costs with the RTC project manager and affected agencies. Determine the intersections that will be forwarded to preliminary and final design.



### 3. Aerial Base Mapping & Sheet Setup

For RRFB or other minor improvement locations where detailed surveying is not needed, CONSULTANT will obtain high resolution aerial photography from the Washoe County GIS Department, including GIS based parcel lines, and use this information for the base mapping. Plans will be prepared in 11"x17" format with a scale appropriate to the improvements and plan legibility.

### 4. Topographic Survey

For the Veterans Parkway/Long Meadow Drive and Victorian Avenue/16th Street intersections, CONSULTANT will perform a Topographic Survey locating physical features in the project area.

### 5. Subsurface Utility Investigation/Depiction

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include a depiction of subsurface utilities on the plan sheets.

Potholing is not included in this scope of work.

### 6. Utility Coordination

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are included in the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

### 7. Right-of-Way and Easements

For the Veterans Parkway/Long Meadow Drive and Victorian Avenue/16th Street intersections, CONSULTANT will provide existing right-of-way and easement information and identify where new equipment may need to be located outside existing right-of-way/easements. If right-of-way or new easements are to be acquired, CONSULTANT will conduct a Boundary Survey and provide legal descriptions/exhibits and supporting items. CONSULTANT will not be required to set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map.

At all locations, the Washoe County assessor's parcel lines/maps will be used as the first review step. Findings will be reported to the RTC project manager. Boundary surveys and legal descriptions/exhibits are not included in this scope of work for the RRFB and other minor improvement locations.

## 8. Plans, Specifications and Estimates

Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.

Submittals of the PS&E package will be made at the 50% and 90% design levels.

Traffic signal plans for the Veterans Parkway/Long Meadow Drive and Victorian Avenue/16th Street intersections shall include pole schedules and conduit schedules.

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

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

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

### Deliverables:

Electronic copies of plans in PDF format to the City of Reno, City of Sparks, and RTC.  
One hard copy set to each reviewing agency.

## 2.1.C Final Design

### 1. Prepare Final Plans and Specifications

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

The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including signal modifications, trenching, signing and striping, right-of-way lines, and surface treatments. The final plan set will include, as a minimum:

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

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

- Electronic (pdf) plans and specifications will be acceptable unless hard copies are specifically requested.
  - 50% & 90% Plans – One 11” x 17” set to RTC, six 11”x17” sets to City of Reno, City of Sparks and one 11”x17” set each to utility agencies and other affected parties
  - 90% Specifications – One set each to RTC and City of Reno.
  - 100% Plans – One 11”x17” each to RTC, City of Sparks and City of Reno.
  - 100% Specifications – One set each to RTC, City of Sparks and City of Reno.
  - Final Working Plan Set – One 11”x17” set each to RTC, City of Sparks and City of Reno.
  - Final Working Specification Document – One set each to RTC and City of Reno, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial, and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

## 2. Final Engineer’s Opinion of Probable Construction Costs and Time.

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

3. NDOT Occupancy Permits.  
NDOT permits and coordination are not included in this scope of work. If necessary, NDOT related work can be performed under the Design Contingency task.

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

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

#### **2.1.E. Design Contingency**

1. Contingency.

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

#### **Tasks 2.1.F-2.1.K CONSTRUCTION SUPPORT SERVICES (OPTIONAL)**

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

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

1. Provide contract administration services as follows:
  - Attend the preconstruction conference
  - Perform construction coordination
  - Review and provide recommendations on contractor's traffic control plans
  - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs

- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying, and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

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

1. Provide construction staking services at the project locations.

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

1. Provide Inspector. Provide one full-time inspector during all construction activities. **8-hour workdays and a 50 working day contract period** are anticipated. This inspector will:
  - Attend the preconstruction conference
  - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
  - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
  - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
  - Provide quantity reports and assist in contractor's monthly progress payments
  - Provide verification of the distribution of public relation notices required to be delivered by the contractor
  - Assist in preparation of the Punch List
  - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

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

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

bituminous pavement placement, and on-site PCC testing & sampling. **20 hours** of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

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

Record Drawings. Provide as-built record drawings for the completed project. Three sets of electronic drawings, in single file PDF format (11" x 17" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entities. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

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

### **2. 1.K. Contingency**

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

**Exhibit B**

Compensation

SAMPLE

**Exhibit B - Schedule of Services**



**TE Spot 10 - Fuel Tax**

Date: 05/27/2020

	Principal 230	Associate II 180	Senior Engineer II 160	Engineer II 140	Inspector 150	Admin 80	Contingency	ODCs/SUBs \$	Task Total
	Hours								
<b>TASK 2.1 A-E DESIGN SERVICES</b>									
Task 2.1.A - Project Management									
Project Coordination	8	20				10			\$ 6,240
Utility Coordination		10							\$ 1,800
Meetings (4 meetings)	8	8		8					\$ 4,400
									\$ 12,440
Task 2.1.B - Preliminary Design (50% & 90%)									
Signal Warrant Study			20	12					\$ 4,880
RRFB Analysis			40						\$ 6,400
Investigate Existing Conditions and Field Inventory	4	12		20					\$ 5,880
Identify Issues & Select Locations for Design	8	8							\$ 3,280
Aerial Base Mapping & Sheet Setup		28		40					\$ 10,640
Field Survey		8					\$20,000		\$ 21,440
Utility Investigation/Depiction		8		10					\$ 2,840
Right-of-Way and Easements		8					\$10,000		\$ 11,440
Plans, Specifications and Estimate	32	100		80					\$ 36,560
									\$ 103,360
Task 2.1.C - Final Design									
Prepare Final Plans and Specifications	20	50		40					\$ 19,200
Final Engineer's Opinion of Probable Construction Costs and Time		12							\$ 2,160
									\$ 21,360
Task 2.1.D - Bidding Services									
Plan Set and Specification Distribution		2							\$ 360
Pre-bid Meeting		2							\$ 360
Bid Opening & Award Support		4							\$ 720
									\$ 1,440
Hours	80	280	60	210	0	10			
Design Totals	\$18,400	\$50,400	\$9,600	\$29,400	\$0	\$800	\$0	\$30,000	\$ 138,600

Task 2.1.E - Design Contingency

\$20,000

	Principal 230	Associate II 180	Senior Engineer II 160	Engineer II 140	Inspector 150	Admin 80	Contingency	ODCs/SUBs \$	Task Total
<b>TASK 2.1 F-K CONSTRUCTION SUPPORT SERVICES</b>									
Task 2.1.F - Contract Administration (Optional)	20	80		10		10			\$ 21,200
Task 2.1.G - Construction Surveying (Optional)								\$25,000	\$ 25,000
Task 2.1.H - Inspection (Optional)					400				\$ 60,000
Task 2.1.I - Materials Testing (Optional)								\$10,000	\$ 10,000
Tasks 2.1.J - As-Built Information (Optional)		20		10					\$ 5,000
									\$ 121,200
Hours	20	100	0	20	400	10			
Construction Totals	\$4,600	\$18,000	\$0	\$2,800	\$60,000	\$800	\$0	\$35,000	\$ 121,200

Task 2.1.K Construction Contingency

\$10,000

**Project Total w/ Contingency**

**\$ 289,800**





2020 STANDARD BILLING RATES

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

Auto Mileage @ current IRS rate

Other Direct Costs @ cost plus 10%

In-House Reproduction and Printing:

8 ½ x 11 Black and White	10 cents/page
8 ½ x 11 Color	30 cents/page
11 x 17 Black and White	20 cents/page
11 x 17 Color	60 cents/page

**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

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

2019-11-11 Version

**1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0400.

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect.

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **15. CRIME INSURANCE**

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





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.15**

**TO:** Regional Transportation Commission

**FROM:** Blaine Petersen, P.E.  
Engineer II

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

**SUBJECT: Award of Professional Services Agreement (PSA) for the Traffic Engineering (TE) Spot 10 – South Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. to provide design services and optional engineering during construction for the TE Spot 10 – South Project in an amount not to exceed \$544,571; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) with Kimley-Horn and Associates is for professional design services for the TE Spot 10 – South Project in the amount of \$333,951, optional engineering during construction services (EDC) in the amount of \$133,048, design contingencies in the amount of \$33,000, and optional hydraulic study in the amount of \$44,572 for a total of \$544,571. The Project includes a new roundabout at 4<sup>th</sup> Street and Woodland Avenue/Mesa Park Road and signal improvements at Steamboat Parkway and Damonte Ranch Parkway, South Virginia Street at Kietzke Lane and Vassar Street at Holcomb Avenue.

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

**FISCAL IMPACT**

The TE Spot 10 – South Project appropriations are included in the approved FY 2021 Budget and Program of Projects as part of the Traffic Management Program.

**PREVIOUS ACTIONS BY BOARD**

March 20, 2020	Approved the Fiscal Year 2021 Street and Highway Program of Projects
April 19, 2019	Approved the Qualified Consultant List for Traffic Engineering Design and Construction Management Services

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of June 19, 2020, by and between the Regional Transportation Commission of Washoe County (“RTC”) and **Kimley-Horn and Associates, Inc.** (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering shortlist to perform design and optional Engineering During Construction (EDC) in connection with the Traffic Engineering (TE) Spot 10 – South project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A – Scope of Services. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. CONTINGENCY

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

### 2.4. OPTIONS

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

### 2.5. ADDITIONAL SERVICES

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

### 2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Design Services (Tasks A-F)	\$333,951
<u>Design Contingency (10% of Design)</u>	<u>\$33,000</u>
Bidding and EDC Services (Tasks H-I)	\$133,048
Optional Services (Task J)	\$44,572
Total Not-to-Exceed Amount	\$544,571

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

#### ARTICLE 4 - INVOICING

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

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

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

#### ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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



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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Project Manager is Blaine Petersen, P.E or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Michael Mosley, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Vice President, Molly O'Brien, has authority to act as CONSULTANT's representative with respect to this Agreement and has authority to sign binding agreement on behalf of CONSULTANT.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas  
Executive Director  
Blaine Petersen  
RTC Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775)335-1871

CONSULTANT: Molly M. O'Brien, P.E., PTOE  
Vice President/Principal-in-Charge  
Michael S. Mosley, P.E., PTOE  
Project Manager  
Kimley-Horn and Associates, Inc.  
5370 Kietzke Lane, Suite 100  
Reno, NV 89511  
775-200-1979

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 a 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.

APPROVED AS TO LEGALITY AND FORM

By: \_\_\_\_\_  
Adam Spear  
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Molly M. O'Brien, P.E., PTOE, RSP  
Vice President/Principal-in Charge

SAMPLE

**Exhibit A**

Scope of Services

SAMPLE

**EXHIBIT A**

**SCOPE OF SERVICES**  
**FOR THE**  
**TE SPOT 10 – SOUTH PROJECT**

This scope of services includes design and construction support of the Traffic Engineering (TE) Spot 10 – South Project. The projects lies within Reno and Washoe County. One site is within NDOT jurisdiction as indicated in the table below. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of design work includes the improvement objectives at the following locations:

<b>#</b>	<b><u>Main Street</u></b>	<b><u>Side Street</u></b>	<b><u>Improvement Objective</u></b>
1	4 <sup>th</sup> St*	Mesa Park Rd/Woodland Ave	Roundabout design based on intersection control evaluation (ICE) completed 3/5/2020. Services include roadway design, survey, right of way acquisition support, geotechnical evaluation, retaining wall design, lighting, utility adjustments, landscaping
2	Damonte Ranch Pkwy	Steamboat Pkwy	Add a westbound third right turn lane by evaluating traffic, restriping, median modification and signal modification
3	Vassar St	Virginia St	New traffic cabinet upgrade with battery backup and Grid Smart camera.
4	Virginia St	Kietzke Ln	Extend southbound left turn pocket and median improvements from Kietzke Ln to Redfield Pkwy.

\* Work will necessitate NDOT coordination and one (1) NDOT Encroachment Permit for SR 647 (4<sup>th</sup> Street) for intersection improvements to be built within NDOT right of way.

Some assumptions regarding the design of the roundabout at 4<sup>th</sup> Street and Mesa Park Rd/Woodland Ave. (Site #1) for which the scope and fee were based:

- Pedestrian facilities are not present in the existing condition and will not be upgraded as part of the project (including crosswalks, pedestrian lighting, and sidewalks.)
- Structural section will be asphalt pavement
- Driveways within the vicinity of the project will remain as is unless directly affected by the construction of the roundabout.
- Existing drainage will be perpetuated and therefore a drainage study will not be required.

**A. Preliminary and General Items (Project Management):**

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



CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly.

2. Coordination meetings with the City of Reno, Washoe County, and NDOT. CONSULTANT will conduct up to four (4) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate contact personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.
3. No environmental services are anticipated or included in this project.

## **B. Data Collection, Analysis, and Design**

1. Investigate Existing Conditions and Field Inventory:
  - a. CONSULTANT will conduct a field review with City of Reno, Washoe County, RTC, and NDOT to evaluate existing field conditions. (Site #1 covered under Roundabout services)
  - b. CONSULTANT will evaluate existing traffic signal equipment at locations identified herein.
  - c. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards. If the ramps are in conflict with proposed improvements evaluation of ramps will be considered an additional service.
2. Survey and Mapping for Site #1 - 4th St Mesa Park Rd/Woodland Ave (Full Survey)
  - a. Project site will be surveyed to locate right of way limits and improvements that exist in the site area. Coordinate system shall be NAD83/94 State Plane with ground in the appropriate zone. Controls will be obtained from the NDOT Location Information System (LOIS) (<https://gis.nevadadot.com/lois>).
  - b. Survey Control and Mapping. Field surveys and office support to provide primary survey control for aerial mapping, topographic surveys, right of way surveys and future construction of project. Field surveys and office support to provide aerial mapping services to include color ortho and 3-D Digital Surface Model (DSM). Digital topographic mapping at a mapping scale of 1 inch = 20 feet and color ortho photos.
    - a. Boundary Survey. Provide field reconnaissance to determine location of monuments, control ties or other physical features or evidence that may affect the boundary of the Project. Conduct field measurements necessary to relate the position of physical evidence pertinent to the boundaries of the Project and make computations to verify the correctness of field data acquired. Establish the points and lines necessary to define the boundary of the Project. For this survey, we will NOT set parcel corners or file a Record of Survey, the boundary

information will be used and placed on the topographic map. Surveyor shall research record documents including deeds/maps, and NDOT right of way maps, perform field surveys for corner ties, right of way monumentation and sectional corners, resolve boundary and right of way, prepare hard network map showing existing right of way and adjoining properties.

- c. Design Survey. The surveys will include cross-sections at approximately 75 foot intervals, centerline spot elevations, existing striping, edge of pavement, curb/gutter, flow line, hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, rim and top of valve nut elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences and USA markings. Provide third party utility (USA) markings. The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City benchmarks and obtained from the NDOT Location Information System (LOIS) (<https://gis.nevadadot.com/lois>).
  - b. Prepare legal descriptions, research title reports and other information needed for RTC to obtain easements or acquisition of right of way. Two (2) title reports and two (2) legal descriptions are included in the scope.
3. Survey and Mapping for site #s 2, 3, & 4
- a. Aerial Mapping: Aerial photography for these sites will be procured from NearMap or Washoe County aerials provided by the Washoe County GIS Department.
  - b. Center lines will be developed off of existing features.
  - c. CONSULTANT will evaluate right of way needs based on County GIS data and where new equipment is to be installed.
  - d. Boundary Survey: Survey boundary services will not be done for these sites as work is limited to existing infrastructure within roadways.
  - e. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for these project sites. Where required it will be considered an additional service.
6. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under design. Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the

Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level “C”, unless otherwise noted.”

7. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.
  - a. Significant coordination will be required with NV Energy at Site #1 due to power poles that potentially need to be relocated and modification to the service at this site. This scope includes coordination for relocation of one (1) power pole
  - b. Other utilities noted that will need to be considered in the design for vertical adjustments and conflicts are: water, sewer, & communication lines.
8. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether conflicts between the proposed work and existing utilities will occur, the CONSULTANT will not pothole locations to make such a determination. This will be an additional service if required.
9. Geotechnical Evaluation: The project site #1 requires grading into steep slopes, a retaining wall, expansion into unpaved areas, and geotechnical due diligence documentation for the NDOT Encroachment Permit. The geotechnical evaluation consists of the following:
  - a. Geotechnical Field Evaluation
    - i. Obtain encroachment permits for drilling in NDOT, Washoe County, and City of Reno ROWs, as applicable.
    - ii. Prepare traffic control plans and implement traffic control as needed during drilling operations.
    - iii. Call-before-you-dig prior to drilling operations
    - iv. Drill and log up to 6 borings in the vicinity of design work as shown on the attached Proposed Boring Location Plan. Borings will be drilled approximately to the target depths shown on the Proposed Boring Location Plan using hollow-stem auger drilling methods; assumes boring locations are accessible to a truck mounted drill rig.
    - v. California or Standard Penetration Tests at approximately 2 and 5-foot depths in each boring
    - vi. Measure existing pavement section thickness when encountered in borings

- vii. Visually map the soil profile exposed on existing soil slopes on the north side of Mesa Park Road and 4th Street in areas of proposed retaining walls.
  - viii. Boring abandonment with auger cuttings
    - ix. Provide preliminary verbal geotechnical information as requested and when available.
    - x. Attend design meeting
    - xi. Project coordination with design team
  - b. Perform laboratory testing on samples recovered from the borings:
    - i. Unit Weight/Moisture Content Tests – Approximately 15 tests
    - ii. Sieve Analysis – Approximately 1 per boring
    - iii. Plasticity Index – Approximately 1 per boring
    - iv. Sulfate, Solubility and Chloride – Approximately 1 per every 3rd boring
    - v. Direct Shear Test – 2 tests
    - vi. Hydro-collapse/swell test – 2 tests
    - vii. Expansion index – 1 test
    - viii. R-Value – 2 tests
  - c. Prepare a Geotechnical Evaluation to include:
    - i. Review pertinent provided geotechnical reports along the alignment
    - ii. Subsurface materials and conditions summary
    - iii. Geologic conditions and seismicity, and subsurface soil conditions
    - iv. Anticipated excavatability considerations
    - v. Approximate depth to groundwater where encountered
    - vi. Geotechnical design and construction criteria
    - vii. Bearing capacity and settlements for ancillary structures and retaining walls
    - viii. Minimum width and depth of spread footing foundations for ancillary structures and retaining walls
    - ix. Lateral loads and support parameters for retaining wall design
    - x. Subgrade preparation recommendations for ancillary structures
    - xi. Fill recommendations, including suitability of native soils
    - xii. Dedicated asphalt pavement recommendations for the proposed new roadway
    - xiii. Identify the corrosive characteristics of the soils and the sulfate exposure for concrete structures
  - d. Submit five hard copies of the Geotechnical Evaluation Report and one electronic (PDF) submittal
10. Traffic Evaluation Memo for Damonte Ranch Parkway and Steamboat Parkway: A triple right-hand turn has been proposed at this intersection. A traffic evaluation will be prepared to document this proposed revision and will include the following:
- a. Consultant will review the traffic analysis of the intersection of Steamboat Parkway and Damonte Ranch Parkway conducted as part of the RTC South Meadows Multimodal Transportation Study (published April 2020)

- b. Consultant will provide traffic recommendations specific to intersection recommendations at the intersection
  - c. Consultant will prepare a brief technical memorandum summarizing the previously collected traffic data and intersection analysis along with intersection improvement recommendations
11. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured. It is assumed that locations of improvements will not require communication upgrades to the signal interconnect system.
12. New cabinet upgrade: New cabinets will be placed at a location as close as possible to the existing cabinet. This scope assumes that the signal will not need to be re-pulled to accommodate the new distance to the cabinet or upgrade the signal cabling to the latest standard. The design does not anticipate design required for replacement of crushed conduit.
13. Drainage Coordination: No drainage study will be provided for this project as existing drainage flows will be perpetuated through the project. Standard drainage best management practices will be applied to perpetuate existing flows.

**C. Preliminary Design (30%)**

1. Roundabout Design Services: The roundabout design services will rely on the operational analysis and other evaluation work completed under the ICE at this location (dated March 5, 2020.)
- a. A Roundabout Design Kick-off Meeting (Pre-30%) will be held with RTC, Reno, NDOT, and Washoe County. The design team will present current concept and walk through aspects of the roundabout design. The meeting will cover work already accomplished, design criteria, a field review, and direction from stakeholders on design. (The railroad is approximately 500 feet south of the proposed roundabout and therefore the effects of the railroad will be excluded from the scope as queues are not expected to reach the railroad.)
  - b. Pre-30% refined horizontal concept will be prepared on survey deliverables. This refined concept will include all feedback and refinements from the kick-off meeting prior to 30% plans being developed. Comments will be received from stakeholders and implemented into the 30% design plans.
  - c. 30% Design Plans with Roundabout Geometric Approval: This task includes the preparation of preliminary (30%) engineering drawings and roundabout geometric check calculations to obtain geometric approval of the roundabout concept developed from the stakeholders. Preliminary engineering plans for the roundabout are assumed to extend

to the point where the roundabout conforms with existing street infrastructure or proposed street typical section, whichever is less.

- i. Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the roundabout intersection will be defined. Typical sections of each leg, including the roundabout circulatory roadway and central island will be prepared.
- ii. Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum with the plans. This step is critical to roundabout final design documentation and establishing the horizontal geometry. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description of why the deviation is being requested. The following design checks will be evaluated for vehicles:
  1. Fastest path estimation for R1 through R5
  2. Swept path and tire tracking for design vehicles (Assume up to two design vehicles, 1 for 4<sup>th</sup> St/Woodland Ave and 1 for Mesa Park Rd)
  3. Intersection angle of visibility
  4. Intersection Sight Distance (Assume  $t_c=5.0$  seconds)
  5. Stopping Sight Distance
  6. Path overlap estimation for multi-lane entries and departures

Once these geometric approvals are complete the horizontal geometry for the roundabouts will be established for final design (60% plans preparation). If curb lines of the roundabout are revised after this point these design revisions will require additional design services to complete.

- iii. Address final comments on the draft memo and revise memo to be “Roundabout Final Design Checks Memorandum”. Final design checks include minor fine tuning of sight lines, fastest path analysis, and turning movements based on the 60% plans development.

2. Prepare 30% Plans and OPC

- a. Plans. Prepare preliminary Plans, and a preliminary opinion of probable cost suitable for RTC and Local Government review.

Project Plans (11) will include:

- i. Cover (1)

- ii. General Notes (1)
  - iii. Preliminary Typical Sections (1)
  - iv. 30% Plan sheets (4)
  - v. Striping Sheets (4)
- (x) indicates the number of plan sheets

- b. A quality control review of the plans, and OPC will be performed by the CONSULTANT which will focus on technical aspects of the plans and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- c. CONSULTANT will submit 30% Plans to RTC and to utility agencies.

**D. 60% Design**

- 1. Retaining Wall Design: NDOT Standard concrete retaining walls details will be used to design the project. Plans will contain the NDOT details, plan view, and elevation of the walls. One (1) wall is anticipated under the design. This will require additional sheets outside the NDOT standard details. Limits will be defined in site grading design.
- 2. Prepare 60% Plans and Specifications
  - a. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into the 60% design process
  - b. The construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum: Cover Sheet, Plan/Profile Sheets, (at 1"=20' scale), Cross-section Sheets (at 1"=20' scale), Intersection and Signal Layout Plan Sheets (at 1"=10' scale), Striping Plan Sheets (at 1"=20'), Detail Sheets (scales as noted).
  - c. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.

Project Plans (40) will include:

- i. Cover (1)
- ii. General notes (1)
- iii. Sheet index (1)
- iv. Typical sections (4)
- v. Geometric layout plan (1)
- vi. Plan sheets (7)
- vii. Project details (10)

- viii. Grading and drainage plan (3)
  - ix. Striping plans (6)
  - x. Utility plans (3)
  - xi. Retaining wall plans (3)
- (x) indicates the number of plan sheets

- d. CONSULTANT will perform a project walk through to compare the plans to existing field conditions.
- e. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- f. CONSULTANT will submit 60% Plans to RTC and to utility agencies.

**E. 90% Design**

- 3. Prepare Public Website (Post 60%, Pre-90%)
  - a. Consultant will prepare a public website to present and receive feedback on the project. The team will prepare project website materials. The team will host the website and link to the RTC website.
  - b. Consultant will update public presentation material based on the 60% plans in PDF format, ability to receive and respond to comments.
  - c. Consultant to help RTC develop mailers/flyers, newspaper notice, social media posts that point to the website.
  - d. Website will be available for 8 months.
  - e. Develop visualization of the project for the website is an additional service.
- 4. Roundabout landscaping design: Low maintenance landscaping design is included in the scope. Irrigation and plantings are excluded. Services will include:
  - a. Landscaping concept meeting: The meeting will be conducted in person, with NDOT L&A representatives. The meeting will include a field review with landscaping team. The meeting will cover an idea board for the roundabout. The board will show material pallet and inspirational photos to develop the conceptual theme for the roundabout. Design direction for the 90% will be taken from this meeting and follow up calls with NDOT L&A (up to 4 conference calls).
  - b. 90% landscaping plans, specifications, and OPC will be produced that show low maintenance landscaping (decomposed granite, wall aesthetics, etc.)
- 5. Lighting Design shall follow the NDOT standards for design of roadway lighting. Services will include:



- a. Electrical layout plan including points of connection to existing power
  - b. Proposed electrical equipment and equipment schedules
  - c. Panel schedule, single line diagram, and grounding detail
  - d. NDOT detail sheets for trenching, pull boxes, and light poles.
  - e. Voltage drop calculations, cable sizing, and photometric calculations will be performed.
6. Construction Phasing and Traffic Control criteria development: Since NDOT typically requires two-way access through their right of way and Woodland Ave is the only access for the residences and business there, the design team will develop a concept for construction phasing. A concept meeting (virtual) will be held with NDOT. Phasing and traffic control constraints and criteria will be established. Consultant will, at a planning level, develop concepts and calculate traffic control quantities based on the concepts to establish working days, traffic control OPC, and requirements in the Special Provisions
7. Prepare 90% Plans and Specifications
- a. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into the 90% design process
  - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project plans (56) will include:

- i. Cover (1)
  - ii. General notes (1)
  - iii. Sheet index (1)
  - iv. Typical sections (4)
  - v. Geometric layout plan (1)
  - vi. Plan sheets (7)
  - vii. Geometric and elevation control plans (5)
  - viii. Project details (15)
  - ix. Grading and drainage plans (3)
  - x. Signing and striping plans (6)
  - xi. Lighting plans (3)
  - xii. Utility plans (3)
  - xiii. Retaining wall plans (3)
  - xiv. Landscape plans (3)
- (x) indicates the number of plan sheets

- c. Project Specifications: CONSULTANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Within NDOT right of way references will be given to the NDOT Standard

Specifications (2014 Standard Specifications for Road and Bridge Construction) as anticipated by the encroachment permit requirements.

8. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
9. CONSULTANT will submit 90% Plans to RTC and to utility agencies. A digital cover sheet will be produced at this submittal for routing to the agencies for project bidding.
10. Prepare and Submit NDOT Encroachment Permit: CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. One permit will be processed as part of the scope of this work for SR 647 (4<sup>th</sup> Street). The CONSULTANT will submit the completed application and submit the color coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The RTC will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications.

**F. Final Design (100% Signed and Sealed Bid Documents)**

1. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into Final Construction Document process. At this stage of design comments should be minor. If comments require more effort than estimated in the fee estimate, additional services will be required.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and

Quality Control review comments will be incorporated into the final Plans and Specifications.

4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90%, and final (100%) stages of completion per the following:
  - a. Electronic (pdf) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

### **G. Bidding Services**

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. 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.

### **H. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC)**

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following tasks summarize the anticipated major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
  - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
  - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be

exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.

- c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- d. Review and provide recommendations on contractor's traffic control plans.
- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress. CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Shop Drawings and Samples: CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment

proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
- k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys

paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.

- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity

performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

## 2. Construction Surveying

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Construction Surveying services. The following tasks summarize the major elements of Construction Surveying anticipated with this project. A revised scope of work and fee estimate will be provided after the final design has been completed.
- b. Attend the Project Pre-Construction Conference and Project Meetings as needed.
- c. Grading staking
- d. Utility staking
- e. Final staking for hardscapes
- f. Post construction survey
- g. Final monumentation or preparation and filing of record of survey

## 3. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at 75 working days (15 weeks). A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (45 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (30 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (20 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
  - i. Attend the preconstruction conference.
  - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
  - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
  - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
  - v. Provide materials quantity reports and assist in reviewing and

analyzing contractor's monthly progress payments.

- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

#### 4. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project.
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

#### 5. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- b. Drawings will be based on inspector documentation and coordination with Contractor's as-built plan set.
- c. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
  - i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
  - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- d. The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

### **I. Optional Services**

- 1. Drainage Evaluation (Optional): If required by NDOT, Consultant shall review proposed improvements to the 4th Street and Woodland Avenue intersection and the 4th Street and Mesa Park Road intersection in accordance with the Nevada Department of Transportation (NDOT) Drainage Design Manual. Anticipated improvements include preserving as much as possible existing



drainage patterns, rip rap placement, and two new culverts. Consultant shall collect and review all previous studies and data pertaining to the project and perform a field review and evaluation of existing drainage facilities. The Consultant shall coordinate with the City of Reno, Washoe County, and NDOT Drainage on the criteria and methodology to be used for the drainage analysis. The Technical Drainage Analysis shall evaluate the location, and depth of pipe, approximate slopes of proposed culverts based on the results of the hydrologic review and hydraulic analysis and incorporate the following information:

- a. Hydrologic models using HEC-1 to establish offsite and onsite flows for both the “existing right-of-way design” and the “ultimate right-of-way” design condition.
- b. A hydraulic model for the proposed conveyance facilities using WSPG, HY8 or other appropriate engineering software. The hydraulic models shall include hydraulic grade line, energy grade line, flow velocity and depth, and other pertinent hydraulic parameters for any storm drain line
- c. Provide complete culvert plan and profiles for proposed culverts and Storm Drain Details if needed. The storm drain facilities will be included in the hydraulic models. Drop inlet analysis and associated laterals are not anticipated and therefore not included.
- d. Detention/retention basin sizing in accordance with the NDOT Drainage Manual. Providing Basin Grading Detail Sheets is not anticipated and would be considered an additional service.
- e. Flow split analysis at project intersections.
- f. 10-year and dry lane hydraulic analysis to determine the facility sizing.
- g. Provide a Preliminary Drainage Study during the 30% design.
- h. Provide a Final Drainage Study during the 90% design.
- i. Consultant shall prepare a Drainage Information Form for NDOT Drainage’s review as part of the Encroachment Process. This form shall be sealed by a Nevada Professional Engineer.
- j. SWPPP is excluded from the scope. This work will be done under the contractor.

2. Pubic Meeting: (Post 30%, Pre-60%):

- a. Consultant will prepare the documentation for the team to present the design concept to the public stakeholders meeting. The purpose of the meeting is to present the project design and receive public feedback on the design. The team will prepare project presentation materials and stakeholder meeting materials. The team will work with the RTC, NDOT, and City of Reno to determine final meeting content, location of meeting, and list of attendees.
- b. Consultant will prepare up to four (4) boards, one (1) power point, sign in sheets, and public comment card
- c. Consultant will arrange the meeting with the assistance of RTC through the public information officer. Stakeholder meeting will be

- attended by up to four (4) design team members including landscape architect representative and roundabout expert to identify project and aesthetic goals, discuss existing conditions, and refine design concepts
- d. Consultant to help RTC develop mailers/flyers, newspaper notice, social media posts.
3. Other Services:
- a. Public Meeting
  - b. Pedestrian facilities
  - c. PCC Pavement
  - d. Driveway consolidation on 4th Street

**J. Design Contingency**

- 1. This is a 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. A 10% contingency was added to the design tasks only.

SAMPLE

**Exhibit B**

Compensation

SAMPLE

Exhibit "B"

**Exhibit B - Schedule of Services  
TE SPOT 10 – SOUTH PROJECT**

TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$15,820.00
B	Data Collection and Analysis	\$75,593.00
C	Preliminary Design (30%)	\$60,945.00
D	60% Design Phase	\$68,748.00
E	90% Design Phase	\$68,594.00
F	Final Design Phase	\$34,257.00
G	Bidding Services	\$9,994.00
	<b>Total Design Services (Task A-G)</b>	<b>\$333,951.00</b>
H	Engineering During Construction	\$133,048.00
I	Optional Services	\$44,572.00
J	Design Contingency (10% of Design)	\$33,000.00
	<b>Total Not-to-Exceed Amount</b>	<b>\$544,571.00</b>

Exhibit B - Schedule of Services  
TE SPOT 10 – SOUTH PROJECT

Prepared by Kimley-Horn MSM 6/2/2020 v2

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
		\$230	\$205	\$188	\$165	\$147	\$122	\$115	\$112	\$100				
<b>A</b>	<b>Preliminary and General Items</b>													
											0			\$0.00
	Project Management (12 months)	1	12								12			\$3,890.00
	Kickoff Meeting	1	4								5	\$500	Kickoff Travel	\$1,550.00
	Monthly Progress calls		12				12				24			\$3,924.00
	Coordination Meetings (4)		8				8				16			\$2,616.00
	Invoicing, Progress Reports, Work Planning		12					12			24			\$3,840.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>2</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>94</b>			
	<b>Subtotal Fee</b>	<b>\$460.00</b>	<b>\$9,840.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,440.00</b>	<b>\$1,380.00</b>	<b>\$0.00</b>	<b>\$1,200.00</b>		<b>\$500</b>		<b>\$15,820.00</b>
<b>B</b>	<b>Data Collection and Analysis</b>													
											0			\$0.00
	Field Review with Reno, NDOT		6				6				12	\$735	Travel	\$2,697.00
	Survey and Mapping (Site #1)		4				6				10	\$24,050	Surveyor Sub	\$25,602.00
	Aerial mapping (Sites #2,3,& 4)					4	4				8			\$1,076.00
	Centerline development					4			4		8			\$1,036.00
	ROW evaluation		1			4					5			\$793.00
	Utility mapping					20			20		40			\$5,180.00
	Utility Coordination			4		20	20				44			\$6,040.00
	NV Energy Coordination		5				15				20			\$2,855.00
	Geotechnical Evaluation		2		2		2				6	\$25,000	Geotech Sub	\$25,984.00
	Traffic Evaluation (Damonte @ Steamboat)				5						5			\$825.00
	Drainage BMP coordination		1		20						21			\$3,505.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>31</b>	<b>52</b>	<b>53</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>179</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$3,895.00</b>	<b>\$0.00</b>	<b>\$5,115.00</b>	<b>\$7,644.00</b>	<b>\$6,466.00</b>	<b>\$0.00</b>	<b>\$2,688.00</b>	<b>\$0.00</b>		<b>\$49,785</b>		<b>\$75,593.00</b>
<b>C</b>	<b>Preliminary Design (30%)</b>													
	<b>Roundabout Design</b>										0			\$0.00
	Kickoff meeting	4	4	4			5				17	\$735	Travel	\$3,837.00
	Refined Pre 30% Concept	4	2	4	20		40				70			\$10,262.00
	30% Plans and Geo App (Draft Memo)	4	2	4	30		80				120			\$16,792.00
	Geometric Approval Meeting	4	4	4	20		40				72	\$735	Travel	\$11,407.00
											0			\$0.00
	Cover and General Notes					1	1		1		3			\$381.00
	Preliminary Typical Section (1)						2		2		4			\$468.00
	Plan sheets (4)					8	8		8		24			\$3,048.00
	Striping sheets (4)			2		5	5				12			\$1,721.00
	Grading design	2	1		50						53			\$8,915.00
	OPC				1	3			3		7			\$942.00
	Quality Control Review	1	2	5		2	2				12			\$2,118.00
	Submit 30% RTC and utilities		2				2			4	8			\$1,054.00
	<b>Subtotal Hours</b>	<b>19</b>	<b>17</b>	<b>23</b>	<b>121</b>	<b>19</b>	<b>185</b>	<b>0</b>	<b>14</b>	<b>4</b>	<b>402</b>			
	<b>Subtotal Fee</b>	<b>\$4,370.00</b>	<b>\$3,485.00</b>	<b>\$4,324.00</b>	<b>\$19,965.00</b>	<b>\$2,793.00</b>	<b>\$22,570.00</b>	<b>\$0.00</b>	<b>\$1,568.00</b>	<b>\$400.00</b>		<b>\$1,470</b>		<b>\$60,945.00</b>

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts	
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.					
<b>D</b>	<b>60% Design Phase</b>														
	Roundabout Final Checks Memo	4	2	4	20		40				70				\$10,262.00
	Cover and General Notes						1				1				\$122.00
	Sheet Index (1)						1		2		3				\$346.00
	Typical Sections (4)						5	8			13				\$1,711.00
	Geometric Layout Plans (1)						8	8			16				\$2,152.00
	Plan sheets (7)				5	15	15		15		50				\$6,540.00
	Project details (10)			2		10	10				22				\$3,066.00
	Grading and drainage (3)				50	10					60				\$9,720.00
	Striping Plan (6)					15	15				30				\$4,035.00
	Utility plans (3)				5		15				20				\$2,655.00
	Retaining Wall plans (2)		2	8	8	18	18				54				\$8,076.00
	Specification Outline		1		2		2				5				\$779.00
	OPC				1	3	6		3		13				\$1,674.00
	Field Review				5		5				10				\$1,435.00
	Quality Control Review	1	2	5		3	3				14				\$2,387.00
	Submit 60% RTC and utilities		2				2			4	8				\$1,054.00
	Prepare Public Website	5	8	8	5	15	15		15	15	86	\$400	Website hosting		\$12,734.00
	<b>Subtotal Hours</b>	<b>10</b>	<b>17</b>	<b>27</b>	<b>101</b>	<b>102</b>	<b>164</b>	<b>0</b>	<b>35</b>	<b>19</b>	<b>475</b>				
	<b>Subtotal Fee</b>	<b>\$2,300.00</b>	<b>\$3,485.00</b>	<b>\$5,076.00</b>	<b>\$16,665.00</b>	<b>\$14,994.00</b>	<b>\$20,008.00</b>	<b>\$0.00</b>	<b>\$3,920.00</b>	<b>\$1,900.00</b>		<b>\$400</b>			<b>\$68,748.00</b>
<b>E</b>	<b>90% Design Phase</b>														
	Landscape Concept Meeting and Coordination	4	8	4			20				36	\$1,000	Travel		\$6,752.00
	Construction Phasing and Traffic Control		5		25	5					35				\$5,885.00
	Cover, General Notes, Sheet Index						1				1				\$122.00
	Typical Sections (4)				3		4				7				\$983.00
	Geometric Layout Sheet (1)					2	2				4				\$538.00
	Plan sheets (7)				5	15	15		15		50				\$6,540.00
	Geometric and elevation control plans (3)					20	20				40				\$5,380.00
	Project Details (10)			2		10	10				22				\$3,066.00
	Grading and drainage (3)				10						10				\$1,650.00
	Signing and striping plans (6)					8	8				16				\$2,152.00
	Lighting Plans (3)				25		35				60				\$8,395.00
	Photometric Calculation Report for NDOT		1		4		8				13				\$1,841.00
	Utility Plans (3)				4	8	8				20				\$2,812.00
	Retaining Wall Plans (2)		2	5	5	8	8				28				\$4,327.00
	Landscape Plans (3)			10		20	20				50				\$7,260.00
	Prepare specifications	2	4	4	10		10				30				\$4,902.00
	OPC				2		3		3		8				\$1,032.00
	Quality Control Review	1	2	5		3	3				14				\$2,387.00
	Submit 90% RTC and utilities		2				2			4	8				\$1,054.00
	NDOT Encroach. permit 1st Submittal		2	1	2		4			1	10				\$1,516.00
	<b>Subtotal Hours</b>	<b>7</b>	<b>26</b>	<b>31</b>	<b>95</b>	<b>99</b>	<b>181</b>	<b>0</b>	<b>18</b>	<b>5</b>	<b>462</b>				
	<b>Subtotal Fee</b>	<b>\$1,610.00</b>	<b>\$5,330.00</b>	<b>\$5,828.00</b>	<b>\$15,675.00</b>	<b>\$14,553.00</b>	<b>\$22,082.00</b>	<b>\$0.00</b>	<b>\$2,016.00</b>	<b>\$500.00</b>		<b>\$1,000</b>			<b>\$68,594.00</b>

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
<b>F</b>	<b>Final Design Phase</b>													
	Cover, General Notes, Sheet Index						1				1			\$122.00
	Typical Sections (4)						2				2			\$244.00
	Geometric Layout Sheet (1)						2				2			\$244.00
	Plan sheets (7)				2	7	7		7		23			\$2,997.00
	Geometric and elevation control plans (3)					10	10				20			\$2,690.00
	Project Details (15)			2		4	4				10			\$1,452.00
	Grading and drainage (3)				10						10			\$1,650.00
	Signing and striping plans (6)					6	6				12			\$1,614.00
	Lighting Plans (3)		1		10		15				26			\$3,685.00
	Utility Plans (3)				4	4	4				12			\$1,736.00
	Retaining Wall Plans (2)		1	2	2	5	5				15			\$2,256.00
	Landscape Plans (3)			5		10	10				25			\$3,630.00
	Prepare specifications		4		6		10				20			\$3,030.00
	OPC				1	3			3		7			\$942.00
	Quality Control Review	2	2	5		3	3				15			\$2,617.00
	NDOT Encroach. permit 2nd Submittal	4	4	4	2		5				15			\$2,512.00
	Submit Bid documents to RTC	2	2	2	2		5			4	17	\$250	Printing/Delivery	\$2,836.00
	<b>Subtotal Hours</b>	<b>4</b>	<b>14</b>	<b>20</b>	<b>39</b>	<b>52</b>	<b>89</b>	<b>0</b>	<b>10</b>	<b>4</b>	<b>232</b>			
	<b>Subtotal Fee</b>	<b>\$920.00</b>	<b>\$2,870.00</b>	<b>\$3,760.00</b>	<b>\$6,435.00</b>	<b>\$7,644.00</b>	<b>\$10,858.00</b>	<b>\$0.00</b>	<b>\$1,120.00</b>	<b>\$400.00</b>		<b>\$250</b>	<b>\$34,257.00</b>	
<b>G</b>	<b>Bidding Services</b>													
	Pre-Bid Meeting		1				3				4			\$571.00
	RFI Responses		2		5						7			\$1,235.00
	Addendum (1)		4		10	10	20				44			\$6,380.00
	Bid Opening and Bid Tabs		4				4				8	\$500	PM Travel	\$1,808.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>15</b>	<b>10</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$2,255.00</b>	<b>\$0.00</b>	<b>\$2,475.00</b>	<b>\$1,470.00</b>	<b>\$3,294.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$500</b>	<b>\$9,994.00</b>	
<b>H</b>	<b>Engineering During Construction</b>													
	<b>(75 Working Days)</b>													
	Construction Administration		25		30		50				105	\$988	PM Travel (2 trips)	\$17,163.00
	Construction Survey		4				20				24	\$10,000	Survey	\$13,260.00
	Inspection		10		160		450				620	\$750	Mileage	\$84,100.00
	Material Testing		2		4		20				26	\$10,000	Materials Testing	\$13,510.00
	As-built information		5		2		30				37			\$5,015.00
											0			\$0.00
											0			\$0.00
	<b>Subtotal Hours</b>	<b>0</b>	<b>46</b>	<b>0</b>	<b>196</b>	<b>0</b>	<b>570</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>812</b>			
	<b>Subtotal Fee</b>	<b>\$0.00</b>	<b>\$9,430.00</b>	<b>\$0.00</b>	<b>\$32,340.00</b>	<b>\$0.00</b>	<b>\$69,540.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$21,738</b>	<b>\$133,048.00</b>	
<b>I</b>	<b>Optional Services</b>													
											0			\$0.00
	Drainage Evaluation (Optional)										0			\$0.00
	Hydrologic modeling & exhibits				18		80				98			\$12,730.00
	Hydraulic modeling (culverts and dry lane)				5		20				25			\$3,265.00
	Riprap sizing				1		4				5			\$653.00
	Preliminary drainage study		2		20		40				62			\$8,590.00
	Final drainage study		2		10		20				32			\$4,500.00
											0			\$0.00
	Public Meeting	5	8	8	5	15	15		15	15	86	\$2,500	Travel/Printing	\$14,834.00

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
	Pedestrian facilities										0		TBD	\$0.00
	PCC Pavement										0		TBD	\$0.00
	Driveway consolidation on 4th Street										0		TBD	\$0.00
											0			\$0.00
											0			\$0.00
	<b>Subtotal Hours</b>	5	12	8	59	15	179	0	15	15	308			
	<b>Subtotal Fee</b>	\$1,150.00	\$2,460.00	\$1,504.00	\$9,735.00	\$2,205.00	\$21,838.00	\$0.00	\$1,680.00	\$1,500.00		\$2,500		\$44,572.00
J	<b>Design Contingency (10% of Design)</b>												10% of Design	\$33,000.00
	<b>Total Basic Services Hours</b>	47	210	109	657	349	1,468	12	116	59	3,027			
	<b>Total Basic Services Fee</b>	\$10,810.00	\$43,050.00	\$20,492.00	\$108,405.00	\$51,303.00	\$179,096.00	\$1,380.00	\$12,992.00	\$5,900.00		\$78,143		\$544,571.00

SAMPLE



**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

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

2019-11-11 Version

**1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0400.

**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") to the extent arising out of the:

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

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

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect.

## **8. ACCEPTABILITY OF INSURERS**

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

## 9. OTHER CONDITIONS

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

## 10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.16**

**TO:** Regional Transportation Commission

**FROM:** Jeff Wilbrecht, P.E.  
Engineer II

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Change Order No. 16 for the Virginia Street Bus RAPID Transit Extension Project (Plumb to Liberty & Maple to 15<sup>th</sup>)**

**RECOMMENDATION**

Approve Change Order (CO) No. 16 in the amount of \$76,617 for additional work associated with modifying the project design to connect existing NV Energy infrastructure and design modifications to the Liberty Street and California Avenue signal systems on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 16.

**SUMMARY**

Additional scope items requested by RTC for its contractor, Sierra Nevada Construction, include the following items:

- Modification to the plans to connect electrical infrastructure on the project to existing NV Energy infrastructure. After the design was complete, NV Energy required adjusting the location of meter pedestals for new services, thus changing the routing and orientation of project infrastructure.
- Modification of the style of signal poles to be installed by the project at the Liberty Street and California Avenue signalized intersections. This modification brings the project into compliance with the City of Reno Downtown Design Standards.

These changes will result in no change to the performance period for this contract. The total cost is \$76,617.

The changes are further detailed in Attachment A.

**FISCAL IMPACT**

CO No. 16 results in an increase of \$76,617 to the Sierra Nevada Construction contract. The revised total Sierra Nevada Construction contract amount approved with this change order is \$49,042,506.



**PREVIOUS ACTIONS BY BOARD**

May 22, 2020	Approved Change Order No. 15 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
April 17, 2020	Approved Change Order No. 11, 12, 13, and 14 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
February 21, 2020	Approved Change Order No. 07, 08, 09, and 10 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
December 20, 2019	Approved Change Order No. 05 and 06 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
November 15, 2019	Approved Change Order No. 01, 02, 03, and 04 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
October 24, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
August 16, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
May 20, 2019	Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 20, 2019	Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.
March 15, 2019	Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.

- July 20, 2018 Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

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

To \_\_\_\_\_, Contractor for the \_\_\_\_\_ Project. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Unless noted otherwise, incorporated herein are description and costs associated with Changes in the Work directed by the RTC in accordance with the Agreement for Construction with Sierra Nevada Construction Inc. (SNC) for Phase 2 of the Virginia St. Bus RAPID Transit Extension Project approved by the RTC Board of Commissioners on May 20, 2019 and signed by the RTC Executive Director on June 3, 2019. The additional costs or cost reductions for the items of work below are per the attached Potential Change Order(s). The net change order amount includes all labor, equipment, and materials necessary to complete the work in accordance with the plans, specifications, and permits.

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS  
 Finance Manager: \_\_\_\_\_ Date: \_\_\_\_\_

RTC CONTRACT COMPLIANCE OFFICER APPROVAL  
 Compliance Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_  
 Previously Approved C.O. Amounts: \$ \_\_\_\_\_  
 Net Increase from this C.O.: \$ \_\_\_\_\_  
 Total Revised Contract Amount: \$ \_\_\_\_\_  
 Total Percent Change all C.O.'s: \_\_\_\_\_ %

Contract time prior to this C.O.: \_\_\_\_\_  
 Net increase resulting from this C.O.: \_\_\_\_\_  
 New Contract Time with this C.O.: \_\_\_\_\_

Contractor Acceptance:  
 Accepted Date: \_\_\_\_\_  
 By (Print Name): \_\_\_\_\_  
 Signature: \_\_\_\_\_

RTC Approval:  
 Recommended by (RTC Project Manager):  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Director:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Finance Officer:  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Director:  
 \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: This Change Order is not effective until approved by Executive Director, RTC.



Member of The SNC-Lavalin Group

Atkins North America, Inc.  
10509 Professional Circle, Suite 102  
Reno, NV 89521-4883

Telephone: +1.775.828.1622  
Fax: +1.775.851.1687

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

June 1, 2020

Mr. Jeff Wilbrecht  
Regional Transportation Commission  
1105 Terminal Way  
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2  
**PCO 16.001 Power to Meter Pedestals for Midtown**

Dear Mr. Wilbrecht:

Please find enclosed cost for providing power to meter pedestals in Midtown, per RFI 26.

Power to Meter Pedestals for Midtown.....\$49,511.35

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,

George Jordy, P.E.  
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost for providing power to meter pedestals in Midtown.



May 15, 2020

Regional Transportation Commission  
1105 Terminal Way  
Reno, NV 89502

Mail PO Box 50760  
Sparks, NV 89455-0760

Yard 2055 East Greg Street  
Sparks, NV 89431

Phone: 775.355.0420  
Fax: 775.355.0535

NV #: 25565 CA #: 583393

Project: Virginia St. RAPID Extension Phase 2  
Subject: **Potential Change Order 004 – Power to Meter Pedestals**

Attn: Jeff Wilbrecht

Sierra Nevada Construction is providing pricing for constructing the infrastructure for the power to the meter pedestals referenced in the response to RFI 26. Pricing is based on the plan revisions dated 10/04/19. Pricing backup provided by Titan is attached.

Regency Meter: \$8,800.00

St. Lawrence Meter: \$10,066.00

California Meter: \$27,711.00

**Sub Total: \$46,577.00**

**Total Cost: \$49,511.35**

\*\*Total cost includes 6.3% CMAR fee markup

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman  
Project Manager  
Sierra Nevada Construction, Inc.



Member of the SNC Lavalin Group

Atkins North America, Inc.  
10509 Professional Circle, Suite 102  
Reno, NV 89521-4883

Telephone: +1.775.828.1622  
Fax: +1.775.851.1687

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

June 1, 2020

Mr. Jeff Wilbrecht  
Regional Transportation Commission  
1105 Terminal Way  
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2  
**PCO 16.002 California Ave. and Liberty St. Signal Changes**

Dear Mr. Wilbrecht:

Please find enclosed cost proposal for modification to the California Avenue and Liberty Street traffic signals as requested by RTC.

California Ave. and Liberty St. Signal Changes.....\$27,106.50

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,

George Jordy, P.E.  
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for modification to the California Avenue and Liberty Street traffic signals.



April 30, 2020

Regional Transportation Commission  
1105 Terminal Way  
Reno, NV 89502

Mail PO Box 50710  
Sparks, NV 89435-0710

Yard 2005 Etaz Craig Street  
Sparks, NV 89431

Phone 775.355.0120  
Fax 775.355.0525

NV Lic. 25545 CA Lic. 573793

Project: Virginia St. RAPID Extension Phase 2  
Subject: **Potential Change Order 026 – California Ave and Liberty Street Signal Changes**

Attn: Jeff Wilbrecht

Sierra Nevada Construction, Inc. is please to provide pricing for changes requested to the signals at California and Liberty. These changes have been outlined in Titan Electricals pricing proposal attached. These changes do not include the Northwest or Southeast corner poles on Liberty and Virginia St. As discussed in meetings, those will remain as existing.

**Total Cost including CMAR Fee: \$27,106.50**

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman  
Project Manager  
Sierra Nevada Construction, Inc.



June 19, 2020

**AGENDA ITEM 3.17**

**TO:** Regional Transportation Commission

**FROM:** Adam Spear  
Director of Legal Services

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

**SUBJECT: Contract with Cardinal Infrastructure, LLC**

**RECOMMENDATION**

Approve an agreement with Cardinal Infrastructure, LLC for federal advisory services in the amount of \$84,000; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

Staff seeks to retain Cardinal Infrastructure to assist in providing coordination and policy research support between the RTC, the Nevada Congressional delegation (including House and Senate Committees) and federal executive branch agencies such as the Federal Transit Administration, Federal Highway Administration, and U.S. DOT Secretary's office on the federal priorities of the RTC as well as advocating for RTC's position on matters of funding, policy and regulation.

The term of the contract is July 1, 2020, to June 30, 2021. The cost of the one year extension is \$84,000 payable in twelve (12) equal monthly installments. Under the terms of the contract, the RTC Executive Director may also authorize up to an additional \$50,000 of work on special task orders.

**FISCAL IMPACT**

Funding for this item is included in the RTC Board approved FY 2021 budget.

**PREVIOUS ACTIONS BY BOARD**

June 20, 2019: Authorized the Executive Director to amend the contract for federal advisory services with Cardinal Infrastructure, LLC, in order to extend the term of the contract for one year at a cost of \$84,000; authorized the RTC Executive Director to execute the amendment



October 19, 2017: Board approved the contract with Cardinal Infrastructure, LLC, in an amount not to exceed \$154,000 with an additional \$50,000 contingency fund for special task orders approved by the RTC Executive Director.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FEDERAL ADVISORY SERVICES**

This Agreement is entered into as of July 1, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter referred to as "RTC," and Cardinal Infrastructure, LLC, having offices at 601 Pennsylvania Avenue NW, Suite 900, Washington, D.C. 20004, a corporation organized and existing under the laws of Washington, D.C., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, RTC desires to retain Consultant to perform federal advisory services, hereinafter referred to as the "PROJECT"; and

WHEREAS, Consultant wishes to represent RTC's interests, and represents it has the technical expertise and experience to perform such a service for RTC; and

WHEREAS, RTC desires to hire Consultant to complete said PROJECT and Consultant desires to undertake said PROJECT for RTC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**A. SCOPE OF SERVICES**

Consultant shall perform and accomplish in a professional and cooperative manner those tasks described as follows:

1. Working collaboratively with RTC and its representatives, assist in coordinating meetings with House and Senate Committees on the federal priorities of the RTC as well as advocating for RTC's positions on matters of funding, policy and regulation.
2. Systematically share information such as schedules and work products (draft legislation, policy position papers, and draft testimony) with RTC and its representatives including The Porter Group, LLC and Thompson-Coburn (RTC's special counsel on Federal matters.)
3. Recognize that materials shared with and obtained from Thompson-Coburn are considered materials subject to the attorney client privilege. Breach of the RTC's attorney client privilege is a basis for the RTC to immediately terminate this contract.

4. Assist the RTC in developing communications strategies, managing forums through which RTC's policies and priorities are communicated. Examples include the Shared Federal Framework, the I-11 Caucus, and other Nevada based regional initiatives that organize and communicate RTC Washoe County needs to federal officials and stakeholders.
5. Attend meetings in Washoe County as approved by the RTC Executive Director or his designee.
6. Working collaboratively with other RTC representatives, assist in providing liaison between the RTC and the Nevada Congressional delegation.
7. Assist RTC in planning, producing, and distributing public information about RTC's plans, programs, and projects as well as federal priorities. The distribution of public information shall be through traditional media, social media, and stakeholder forums. During the term of this contract, \$50,000 is available for this activity on special task order to be approved by the Executive Director.
8. Develop and submit a monthly report to the Executive Director and include a summary of meetings attended with federal officials and agencies on matters related to RTC.
9. Assist in the preparation of a monthly federal report to RTC that documents the latest federal legislative policy changes, administration activities, and other matters that affect RTC's interests as a metropolitan planning organization, transit operator and street and highway construction agency.

**B. TIME OF PERFORMANCE**

The term of this contract shall be from July 1, 2020, to June 30, 2021.

**C. PAYMENTS TO CONSULTANT**

1. Compensation—RTC shall pay the Consultant Eighty Four Thousand and No/100 Dollars (\$84,000). Payment shall be in twelve (12) monthly installments of Seven Thousand and No/100 Dollars (\$7,000.00) from July 1, 2020, to June 30, 2021. This compensation is for the provision of services only and no expenses shall be paid or separately invoiced by the Consultant.
2. Direct Expenses- Direct expenses including air fare and hotel shall not be paid directly by the RTC unless pre-approved authority of the direct expense is authorized by the Executive Director or his designee. Pre-approval requires the consultant to submit an estimate to the RTC of expected expenses.

3. Compensation for Additional Services—If RTC makes a written request for additional services at any time during the PROJECT, compensation for said services must be approved in advance by the RTC Executive Director prior to any costs being incurred.
4. Method and Time of Payment—Payment shall be made in the following manner:
  - a) Consultant shall submit monthly invoices to RTC detailing the services provided during the month. Invoices shall be submitted electronically to [accounts payable@rtcwashoe.com](mailto:accounts payable@rtcwashoe.com).
  - b) Subject to RTC review and approval of the invoice, RTC shall pay Consultant within thirty (30) calendar days after the date of the invoice.
  - c) Consultant shall maintain complete records supporting every request for payment that may become due. RTC shall have the right to receive and copy said records.
5. Compensation After Termination—If this Agreement is terminated, Consultant shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.

**D. OTHER PROVISIONS**

1. Time is of the Essence—It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.
2. Non-Transferability—This Agreement is for Consultant's professional services, and Consultant's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.
3. Termination
  - a. RTC shall have the right to cancel this Agreement at its sole discretion upon thirty (30) days prior written notice given pursuant to Paragraph 6 of this Section. In the event of such cancellation by RTC, Consultant shall be paid pursuant to Section C-1 for work completed through the effective date of termination.
  - b. If Consultant provides notice that it is unwilling or unable to complete the PROJECT contracted for herein, Consultant shall be deemed to be in default. In such event, RTC shall have the option of declaring the contract terminated or hiring another consultant for the remainder of the existing term. Consultant shall be liable to RTC for any reasonable additional Consultant fees incurred to obtain replacement services.

4. Hold Harmless—Consultant shall defend, indemnify, and hold RTC, its officials, employees and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from Consultant's acts or omissions, or the negligent performance of services under the Agreement. Should RTC be joined or named as a party in any claim, suit, and action or other legal proceedings arising out of the work performed by Consultant under this Agreement, Consultant shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorneys' fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the gross negligence or intentional acts, of any officer, employee or another agent of RTC.
  
5. Relationship of Parties—Consultant is an independent contractor to RTC under this Agreement. 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 the RTC.  
Consultant is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees.
  
6. Notices—Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be affected by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below and depositing said envelope in the U.S. or Canadian Mail.

TO RTC: Bill Thomas, AICP, Executive Director  
Regional Transportation Commission  
of Washoe County  
Post Office Box 30002  
Reno, Nevada 89520-3002  
775.348.0400

TO CONSULTANT: Anja Graves, Partner  
Cardinal Infrastructure, LLC  
601 Pennsylvania Ave NW  
Suite 900  
Washington, D.C. 20004  
202.434.8266

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is sent by U.S.

mail, registered or certified, with postage prepaid.

7. Nevada Law Applies—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.
8. 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.
9. Amendments—No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Attorneys' Fees—In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.
11. Regulatory Compliance—Consultant shall comply with all applicable federal, state and local government laws, regulations and ordinances.
12. 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.

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**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the date first above written.

**APPROVED AS TO LEGALITY AND FORM**

\_\_\_\_\_  
ADAM SPEAR, RTC DIRECTOR OF LEGAL SERVICES

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

By: \_\_\_\_\_  
BILL THOMAS, AICP, EXECUTIVE DIRECTOR

**CARDINAL INFRASTRUCTURE, LLC**

By: \_\_\_\_\_  
ANJA GRAVES, PARTNER

SAMPLE



June 19, 2020

**AGENDA ITEM 3.18**

**TO:** Regional Transportation Commission

**FROM:** Adam Spear  
Director of Legal Services

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

**SUBJECT: Contract with Porter Group, LLC**

**RECOMMENDATION**

Approve an agreement with Porter Group, LLC for federal advisory services with Porter Group, LLC in the amount of \$78,000; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

Staff seeks to retain Porter Group, LLC to assist in providing liaison and coordination between the RTC and the Nevada Congressional delegation, including House and Senate Committees on the federal priorities of the RTC as well as advocating for RTC's position on matters of funding, policy and regulation.

The term of the contract is July 1, 2020, to June 30, 2021. The cost of the one year extension is \$78,000 payable in twelve (12) equal monthly installments. Under the terms of the contract, the RTC Executive Director can also authorize up to an additional \$50,000 of work on special task orders.

**FISCAL IMPACT**

Funding for this item is included in the RTC Board approved FY 2020 budget.

**PREVIOUS ACTIONS BY BOARD**

June 20, 2019: Authorized the Executive Director to amend the contract for federal advisory services with Porter Group, LLC, in order to extend the term of the contract for one year at a cost of \$78,000; authorized the RTC Executive Director to execute the amendment



September 15, 2017: Board approved the contract with Porter Group, LLC, in an amount not to exceed \$140,500 with an additional \$50,000 contingency fund for special task orders approved by the RTC Executive Director.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachments

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FEDERAL ADVISORY SERVICES**

This Agreement is entered into as of July 1, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter referred to as "RTC," and Honorable Jon C. Porter of Porter Group LLC, having offices at 11 D Street S.W., Washington, D.C. 20003, a corporation organized and existing under the laws of Washington, D.C., and PO Box 60246, Boulder City, NV, 89006, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, RTC desires to retain Consultant to perform federal advisory services, hereinafter referred to as the "PROJECT"; and

WHEREAS, Consultant wishes to represent RTC's interests, and represents it has the technical expertise and experience to perform such a service for RTC; and

WHEREAS, RTC desires to hire Consultant to complete said PROJECT and Consultant desires to undertake said PROJECT for RTC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**A. SCOPE OF SERVICES**

Consultant shall perform and accomplish in a professional and cooperative manner those tasks described as follows:

1. Working collaboratively with RTC and its representatives, assist in coordinating meetings with House and Senate Committees on the federal priorities of the RTC as well as advocating for RTC's positions on matters of funding, policy and regulation.
2. Systematically share information such as schedules and work products (draft legislation, policy position papers, and draft testimony) with RTC and its representatives including Cardinal Infrastructure and Thompson-Coburn (RTC's special counsel on Federal matters.)
3. Recognize that materials shared with and obtained from Thompson-Coburn are considered materials subject to the attorney client privilege. Breach of the RTC's attorney client privilege is a basis for the RTC to immediately terminate this contract.

4. Assist the RTC in developing communications strategies, managing forums through which RTC's policies and priorities are communicated. Examples include the Shared Federal Framework, the I-11 Caucus, and other Nevada based regional initiatives that organize and communicate RTC Washoe County needs to federal officials and stakeholders.
5. Attend meetings in Washoe County as approved by the RTC Executive Director or his designee.
6. Working collaboratively with other RTC representatives, assist in providing liaison between the RTC and the Nevada Congressional delegation.
7. Assist RTC in planning, producing, and distributing public information about RTC's plans, programs, and projects as well as federal priorities. The distribution of public information shall be through traditional media, social media, and stakeholder forums. During the term of this contract, \$50,000 is available for this activity on special task order to be approved by the Executive Director.
8. Develop and submit a monthly report to the Executive Director and include a summary of meetings attended with federal officials and agencies on matters related to RTC.
9. Assist in the preparation of a monthly federal report to RTC that documents the latest federal legislative policy changes, administration activities, and other matters that affect RTC's interests as a metropolitan planning organization, transit operator and street and highway construction agency.

**B. TIME OF PERFORMANCE**

The term of this contract shall be from July 1, 2020, to June 30, 2021.

**C. PAYMENTS TO CONSULTANT**

1. Compensation—RTC shall pay the Consultant Seventy Eight thousand and No/100 Dollars (\$78,000). Payment shall be in twelve (12) monthly installments of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) from July 1, 2020, to June 30, 2021. This compensation is for the provision of services only and no expenses shall be paid or separately invoiced by the Consultant.
2. Direct Expenses- Direct expenses including air fare and hotel shall not be paid directly by the RTC unless pre-approved authority of the direct expense is authorized by the Executive Director or his designee. Pre-approval requires the consultant to submit an estimate to the RTC of expected expenses.
3. Compensation for Additional Services—If RTC makes a written request for additional services at any time during the PROJECT, compensation for said services must be approved in advance by the RTC Executive Director prior to any costs being incurred.

4. Method and Time of Payment—Payment shall be made in the following manner:
  - a) Consultant shall submit monthly invoices to RTC detailing the services provided during the month. Invoices shall be submitted electronically to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com).
  - b) Subject to RTC review and approval of the invoice, RTC shall pay Consultant within thirty (30) calendar days after the date of the invoice.
  - c) Consultant shall maintain complete records supporting every request for payment that may become due. RTC shall have the right to receive and copy said records.
5. Compensation After Termination—If this Agreement is terminated, Consultant shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.

**D. OTHER PROVISIONS**

1. Time is of the Essence—It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.
2. Non-Transferability—This Agreement is for Consultant's professional services, and Consultant's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.
3. Termination
  - a. RTC shall have the right to cancel this Agreement at its sole discretion upon thirty (30) days prior written notice given pursuant to Paragraph 6 of this Section. In the event of such cancellation by RTC, Consultant shall be paid pursuant to Section C-1 for work completed through the effective date of termination.
  - b. If Consultant provides notice that it is unwilling or unable to complete the PROJECT contracted for herein, Consultant shall be deemed to be in default. In such event, RTC shall have the option of declaring the contract terminated or hiring another consultant for the remainder of the existing term. Consultant shall be liable to RTC for any reasonable additional Consultant fees incurred to obtain replacement services.
4. Hold Harmless—Consultant shall defend, indemnify, and hold RTC, its officials, employees and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from Consultant's

acts or omissions, or the negligent performance of services under the Agreement. Should RTC be joined or named as a party in any claim, suit, and action or other legal proceedings arising out of the work performed by Consultant under this Agreement, Consultant shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorneys' fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the gross negligence or intentional acts, of any officer, employee or another agent of RTC.

5. Relationship of Parties—Consultant is an independent contractor to RTC under this Agreement. 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 the RTC.

Consultant is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees.

6. Notices—Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be affected by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below and depositing said envelope in the U.S. or Canadian Mail.

TO RTC: Bill Thomas, AICP, Executive Director  
Regional Transportation Commission  
of Washoe County  
Post Office Box 30002  
Reno, Nevada 89520-3002  
775.348.0400

TO CONSULTANT: Honorable Jon C. Porter  
Porter Group LLC  
11 D Street S.W.  
Washington, D.C. 20003  
202.733.4960

Honorable Jon C. Porter  
Porter Group LLC  
PO Box 60246  
Boulder City, Nevada 89006

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is sent by U.S.

mail, registered or certified, with postage prepaid.

7. Nevada Law Applies—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.
8. 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.
9. Amendments—No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Attorneys' Fees—In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.
11. Regulatory Compliance—Consultant shall comply with all applicable federal, state and local government laws, regulations and ordinances.
12. 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.

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**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the date first above written.

**APPROVED AS TO LEGALITY AND FORM**

\_\_\_\_\_  
ADAM SPEAR, RTC DIRECTOR OF LEGAL SERVICES

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

By: \_\_\_\_\_  
BILL THOMAS, AICP, EXECUTIVE DIRECTOR

**PORTER GROUP LLC**

By: \_\_\_\_\_  
HONORABLE JON C. PORTER

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.19**

**TO:** Regional Transportation Commission

**FROM:** Doug Maloy, P.E.  
Engineering Manager

A handwritten signature in black ink, appearing to read "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP  
Executive Director

**SUBJECT: Interlocal Cooperative Agreement with the City of Reno for the Evans Avenue Street Lighting Project**

**RECOMMENDATION**

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of streetlights on Evans Avenue from McCarran Boulevard to Jodi Drive in the amount of \$142,600; authorize the Executive Director to execute the agreement.

**SUMMARY**

In 2018, the RTC completed the Evans Avenue Bicycle Improvement Project that included the construction of a multi-use path from McCarran Boulevard to Jodi Drive. The project also included the installation of underground electrical conduit and boxes along the path to accommodate future road and path lighting. The existing lighting along in the corridor is inconsistent and the completion of the multi-use path has resulted in high pedestrian and bicycle usage. In cooperation with City of Reno and the University of Nevada, the RTC is participating in the installation of streetlights to provide significant lighting improvements that will enhance safety and be more attractive to users.

**FISCAL IMPACT**

The reimbursement will be paid for using Fuel Tax funds included in the FY 2021 Operating Budget. The reimbursement agreement is based on actual costs. Changes that would result in additional costs shall be subject to RTC review and approval.

**PREVIOUS ACTIONS BY BOARD**

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



**ADDITIONAL BACKGROUND**

Under this agreement, the City of Reno has agreed to procure and manage the design and installation of the streetlights. Separately, the University of Nevada has an agreement with the City of Reno to be responsible for the maintenance and operating costs of the lighting.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR REIMBURSEMENT**

This Agreement is dated and effective as of \_\_\_\_\_, 2020, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

**WITNESSETH:**

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

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

WHEREAS, in Spring 2018, RTC completed construction of the “Evans Avenue Bicycle Improvements Project, McCarran Blvd. to E. 2nd Street” (the “PROJECT”); and

WHEREAS, the original scope of the PROJECT included some infrastructure to allow for future lighting along the roadway and shared use path, but did not include lights; and

WHEREAS, CITY and RTC intend to cooperate to design and construct the street lights and related infrastructure along Evans Avenue from McCarran Boulevard to Jodi Drive adjacent to the University of Nevada, Reno (the “IMPROVEMENTS”); and

WHEREAS, CITY is in the process of completing design of the IMPROVEMENTS; and

WHEREAS, upon completion of design, CITY will select a contractor to purchase, construct and otherwise install the IMPROVEMENTS; and

WHEREAS, RTC will reimburse CITY for the cost to construct the IMPROVEMENTS, in an amount not-to-exceed \$142,600; 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:

**CITY AGREES:**

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the IMPROVEMENTS.
2. To select a third-party contractor to construct the IMPROVEMENTS.

3. To provide RTC the cost to construct the IMPROVEMENTS upon execution of a contract with the third-party contractor.
4. To allow RTC to review and approve any contract change orders associated with the construction of the IMPROVEMENTS.
5. To execute change orders upon written approval from RTC.
6. To invoice RTC within 60 days of the completion of the IMPROVEMENTS.

**RTC AGREES:**

1. To reimburse CITY for the actual construction costs of the IMPROVEMENTS in an amount not-to-exceed the amount set forth in the contract with the third-party contractor as reflected in Exhibit A, plus the amount of any change orders authorized by RTC.
2. To direct all questions or requests pertaining to the IMPROVEMENTS to the CITY Project Manager.
3. To remit payment within forty-five (45) calendar days following receipt of an invoice from CITY.

**IT IS MUTUALLY AGREED:**

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.  
Engineering Director  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, Nevada 89502  
(775) 335-1880

CITY: John Flansberg, P.E.  
Public Works Director  
City of Reno  
P. O. Box 1900  
Reno, Nevada 89505  
(775) 334-2350

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: \_\_\_\_\_  
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

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

**CITY COUNCIL OF RENO, NEVADA**

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**

Description of IMPROVEMENTS:

Construction of street lights on Evans Avenue from McCarran Boulevard to Jodi Drive in accordance with the plans and specifications entitled the Evans Avenue Street Lighting Project, PWP WA-2020-262 as prepared by PK Electrical Inc. dated May 12, 2020.

Reimbursable costs:

Furnish and install street lights and appurtenances	\$122,600
Contingency	\$20,000
<hr/>	
<b>TOTAL MAXIMUM REIMBURSABLE AMOUNT</b>	<b>\$142,600</b>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 3.20**

**TO:** Regional Transportation Commission

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

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

**SUBJECT: Cooperative Agreement Cooperative Agreement No. PR202-20-804 between the Nevada Department of Transportation and the Regional Transportation Commission**

**RECOMMENDATION**

Approve Cooperative Agreement No. PR202-20-804 for Fiscal Year 2021 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

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

Cooperative Agreement No. PR202-20-804 is an annual agreement that identifies the amount of federal PL funds for that fiscal year. The FY 2021 federal funding is estimated at \$2,321,364. When approved, this agreement will become effective July 1, 2020.

**ADDITIONAL BACKGROUND**

The UPWP documents the major transportation planning activities to be undertaken each fiscal year and the funding sources necessary to support these activities. Federal regulations require the Regional Transportation Commission (RTC) develop and approve the UPWP as the Metropolitan Planning Organization (MPO) for the region. The UPWP is developed in coordination with the RTC Annual Budget, incorporating the major objectives, revenues and expenses identified in the budget. The attached agreement outlines the anticipated amount of federal PL funds for FY 2021.

The annual agreement uses estimated funding/carry forward amounts and will be amended once apportionments are released and true allocations are determined.

At the January 18, 2013, meeting, the Board also approved a Memoranda of Understanding (MOU). The MOU became effective with FFY 2013 and all parties to the agreement must agree to any modifications in writing. Participants in the agreement include FHWA, FTA, NDOT, RTC of Southern Nevada, RTC Washoe, Carson Area Metropolitan Organization (CAMPO) and Tahoe Regional Planning Agency (TRPA). The MOU includes the transferring of FTA PL funds to FHWA; establishes a 95/5 matching fund ratio for all federal PL funds; outlines responsibilities for FHWA, FTA, and NDOT with regard to the Consolidated Planning Grant Program.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment



COOPERATIVE AGREEMENT

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

The undersigned signatory MPO hereby commits to complete during State Fiscal Year (FY) starting July 1, 2020, and ending June 30, 2021, the Unified Planning Work Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this Agreement.

All of the obligations, duties, terms and conditions set forth in the Cooperative Agreement NM113-16-804 executed between the MPO and the DEPARTMENT are incorporated herein by this reference as part of this UPWP Agreement for State Fiscal Year 2021.

The federal letter of approval to the DEPARTMENT from the Nevada Division of the Federal Highway Administration (FHWA) and Federal Transit Administration that approves the UPWP covering the time period of July 1, 2020, through June 30, 2021, is incorporated herein by this reference and made an express part of this Agreement.

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

Subject to availability of funds this FY, UPWP funds encumbered by the DEPARTMENT include, but may not exceed, the following: The estimated amount of federal funds for FY 2021 is Two Million Three Hundred Twenty-One Thousand Three Hundred Sixty-Four and No/100 Dollars (\$2,321,364.00).

Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT. When federal funds become available this Agreement will be amended. The estimated amount of local match to be paid by the MPO is One Hundred Twenty-Two Thousand One Hundred Seventy-Seven and No/100 Dollars (\$122,177.00).

Should the MPO expend funds in excess of those federal funds actually encumbered for FY 2021 against this UPWP, those costs shall be borne solely by the MPO.

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

ORGANIZATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (Print)

Approved as to Legality & Form:

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Deputy Attorney General

Approved as to Form:

\_\_\_\_\_  
Attorney

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 4.1**

**TO:** Regional Transportation Commission

**FROM:** James Gee  
Manager of Service Planning  
and Innovation

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

**SUBJECT: Public Hearing – September 2020 RTC RIDE Service Adjustment**

**RECOMMENDATION**

Approve the September 2020 RTC RIDE Service Adjustment scheduled for September 5, 2020, including implementation of the new FlexRIDE microtransit service in Somersett/Verdi, extension of the existing RTC FlexRIDE in Sparks to the Spanish Springs area, changes to Route 5 and Route 18, and the extension and renumbering of Route 25 to Route 26.

**SUMMARY**

RTC RIDE continually looks to provide the best service by improving on-time performance, shortening passenger’s travel times and offering innovative services. RTC RIDE is committed to performing two service changes per year to ensure the latest innovations and services are available to the passengers and the public. The next service change is scheduled for September 5, 2020, and is proposed to contain the following items:

1. Route 5: Extend route to Desert Skies Middle School.
2. Route 18: Fill in existing gaps in service frequency.
3. Route 25/26: Extend existing Route 25 to the Northern Nevada Medical Center and renumber as Route 26.
4. FlexRIDE: Add FlexRIDE services to the Somersett/Verdi and Spanish Springs area.
5. Limited Specific Segment Run-Time Adjustments – as needed.

RTC Management Policy P-18 (Public Involvement for Modifications to Transit Service or Fares) requires the RTC to hold a public hearing to solicit public comment for any major service reduction defined as:

- a reduction or increase of 10% or more of system-wide service hours;
- the elimination or expansion of any existing service that affects:
  - 25% or more of the service hours of a route
  - 25% or more of the route’s ridership (defined as activity at impacted bus stops)

**FISCAL IMPACT**

The proposed changes will increase service on RTC RIDE by approximately 5,620 hours per year and FlexRIDE by approximately 17,940 hours per year. The projected annual cost to implement the recommended changes is \$1,626,400. Funding for this service is included in the approved FY 2021 budget.

**PREVIOUS ACTIONS BY BOARD**

May 22, 2020      Approved Regional Transportation Improvement Program Amendment #2 programming the use of Congestion Mitigation and Air Quality Improvement Program funds for operating expenditures for new FlexRIDE transit services in the Spanish Springs and Somerset/Verdi areas

January 17, 2020      Discussion at RTC Public Transit Board Workshop (no official action taken)

**ADDITIONAL BACKGROUND**

RTC RIDE continually looks to provide the best service by improving on-time performance, shortening passenger’s travel times and offering innovative services. RTC RIDE is committed to performing at least two service changes per year to ensure the latest innovations and services are available to the passengers and the public. The next service change is scheduled for September 5, 2020, and is proposed to contain the following changes:

**Route 5**

Route 5 is the Sutro/Sun Valley route and it currently ends at the intersection of Sun Valley Boulevard and 8<sup>th</sup> Avenue. The proposed change would extend this route north to Desert Skies Middle School with no changes in the existing portions of the route. The span and frequency of the service would remain the same. This service may begin earlier than September 5 to coincide with the beginning of the school year.

	<b>Current Route 5</b>	<b>Proposed Route 5</b>	<b>% Difference</b>
Population	16,824	18,522	10.1%
Jobs	9,113	9,642	5.8%
% in poverty	29.4%	28.0%	-4.8%
% minority	55.0%	54.4%	-1.1%
% seniors	10.2%	10.2%	0.0%
% youth	26.8%	26.7%	-.4%
% LEP	13.2%	13.0%	-1.5%
% disabled	14.9%	14.9%	0.0%
% no vehicle	17.6%	16.6%	-5.7%



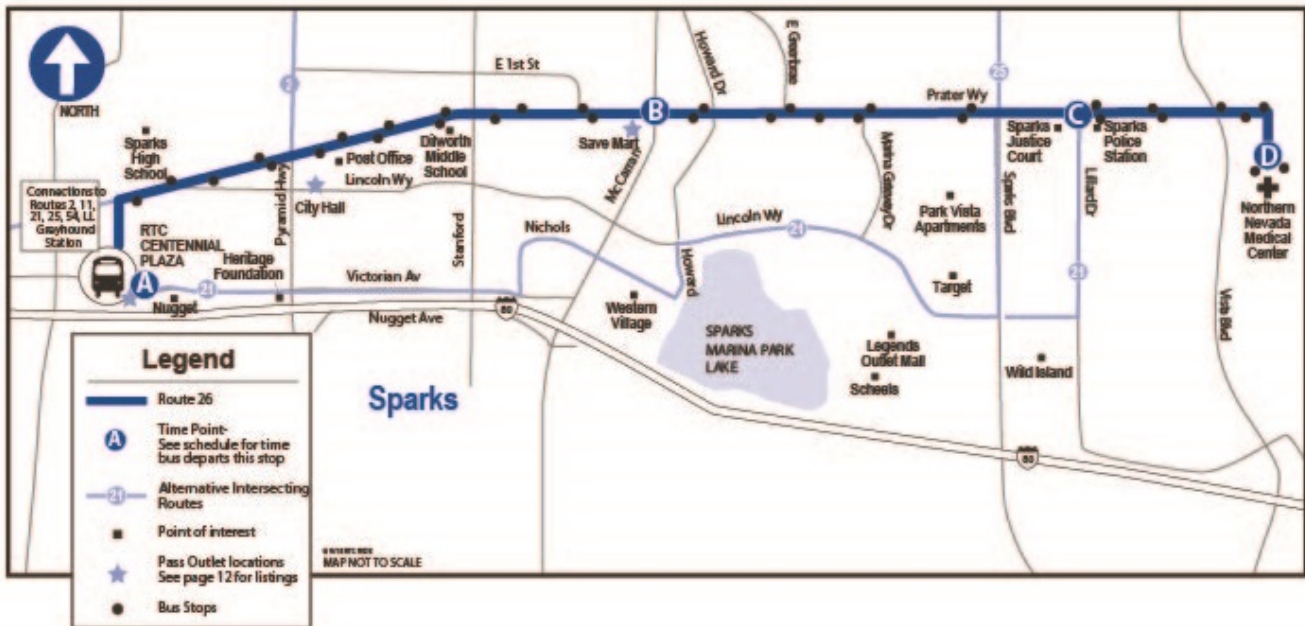
**Figure 1 - Proposed Route 5**

**Route 18**

Route 18 is the Glendale/Greg route which operates generally once an hour every day of the week. On evenings and Sundays, there is a gap in this hourly service. The proposed change is to add three trips on weekday evenings (7:15 p.m., 8:15 p.m., and 9:15 p.m.) and four trips on Sundays (9:15 a.m., 10:15 a.m., 11:15 a.m., and 12:15 p.m.) to close these gaps. There is no proposed change in routing.

**Route 25 / 26**

Route 25 is an existing route which operates primarily on Prater Way between the Centennial Plaza Transit Center and Howard Drive. The proposal for this route is to eliminate the current turnaround of Howard Dr., Lincoln Way, and McCarran Blvd. and instead, restore route and service to the Northern Nevada Medical Center. The route would be renamed as Route 26 and service would continue to operate every 30 minutes. This area is also served by the Sparks FlexRIDE.



	Current Route 25	Proposed Route 26	% Difference
Population	7,901	11,250	42.39%
Jobs	2,528	3,390	34.1%
% in poverty	22.4%	16.1%	-28.1%
% minority	42.8%	43.2%	0.9%
% seniors	17.8%	18.9%	6.2%
% youth	20.1%	18.6%	-7.5%
% LEP	15.2%	13.8%	-9.2%
% disabled	16.3%	15.3%	-6.1%
% no vehicle	14.7%	11.8%	-19.7%

**FlexRIDE**

The RTC is planning to implement FlexRIDE service in the Somerset and Spanish Springs area. Both zones would operate seven days per week.

For the Somerset FlexRIDE, coverage would be provided for most of the Somerset and Verdi areas with a connection point to the RTC RIDE service at the Walmart on North McCarran Boulevard, Northwest Library, and the bus stop at Avenida de Landa and Sharlands.



**Figure 2 - Somerset / Verdi FlexRIDE Zone**

For the Spanish Springs area, two proposals were considered for providing service. One proposal was the formation of a new stand-alone zone between the Disc Drive retail area, stretching northward to the Spanish Springs Library. The second and preferred proposal was to merge this area with the existing Sparks FlexRIDE area to broaden the coverage area and provide seamless service between Spanish Springs and the Centennial Plaza Transit Center. Based on public feedback, a drop-off point is proposed for the Spanish Springs Business Center to allow access for employees.

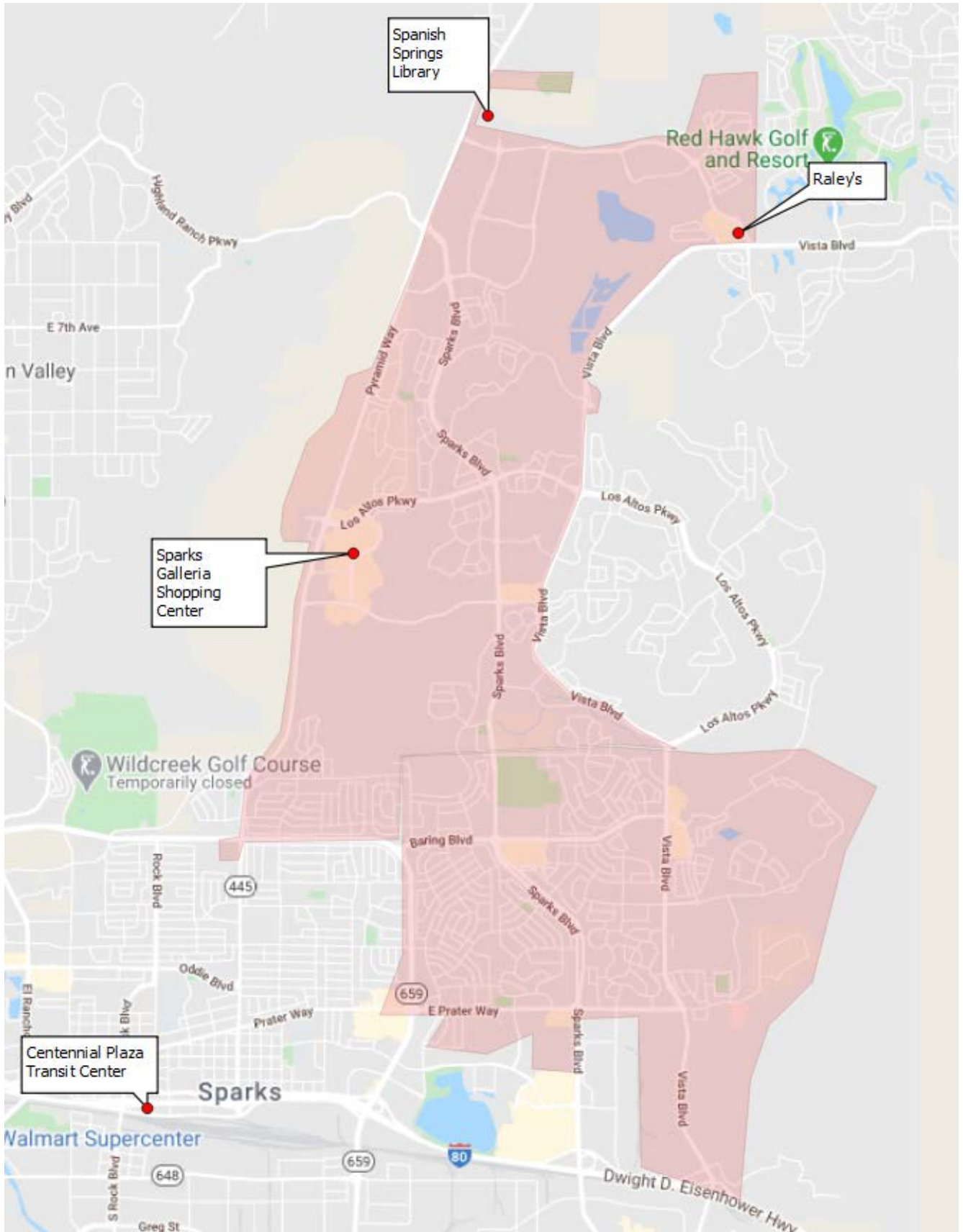


Figure 3 - Sparks / Spanish Springs FlexRIDE Zone

**Limited Specific Segment Run-Time Adjustments**

In an on-going effort to ensure each route is operating in a most efficient manner, the run-times between time-points need to be adjusted to stay relevant to the times. The effects of these adjustments is the passenger has accurate time-table data to rely on, the operators are given the time necessary to operate the service in a safe and courteous manner, and creates a reliable service. Therefore, staff will be making limited specific segment run-time adjustments that will slightly change the time-tables for certain routes. These improvements occur with each scheduling process.

**ADVISORY COMMITTEE(S) REPORT**

The proposed service change concepts discussed above were presented to the Technical Advisory Committee and Citizens Multimodal Advisory Committee at their June 3, 2020, meetings.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 5.1**

**TO:** Regional Transportation Commission

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

Bill Thomas, AICP  
Executive Director

**SUBJECT: 2050 Regional Transportation Plan (RTP) Transportation Guiding Principles**

**RECOMMENDATION**

Approve the 2050 RTP Guiding Principles.

**SUMMARY**

The development of the 2050 Regional Transportation Plan is underway. The purpose of the plan is to identify the long-term guiding principles and goals for the regional transportation system and to identify the projects, programs, and services that will be implemented through 2050. This plan will be based on a robust community engagement process and conducted in collaboration with partner agencies. The plan will address the safety, mobility, connectivity, and traffic operations issues that are resulting from strong population and employment growth in the region. Federal regulations require that the long range planning document be updated every four years. The current RTP approval extends through May 2021.

The development of the 2050 RTP initially kicked off with an outreach effort to gather public input on the vision for the future of the transportation system in the Truckee Meadows. The RTC held a series of Agency Working Group meetings and public outreach events, including an online visioning survey which received responses from 381 participants. General feedback was that the guiding principles from the existing 2040 RTP be carried forward to the 2050 RTP with some minor modification. Staff is proposing that the guiding principles for the 2050 RTP are to promote:

- Safe and Healthy Communities
- Economic Vitality and Innovation
- Sustainability
- Travel Choices

The guiding principles are supported and implemented through the RTP goals, which are listed below:

- Improve and promote safety
- Integrate all types of transportation
- Promote healthy communities & sustainability
- Promote and foster equity & environmental justice
- Integrate land use & economic development
- Manage systems efficiently & use technology innovations to improve operations
- Enhance regional connectivity
- Improve freight & goods movement
- Invest strategically
- Engage the public and encourage community involvement

### **FISCAL IMPACT**

2050 RTP development is included in the Unified Planning Work Program.

### **PREVIOUS ACTIONS BY BOARD**

December 20, 2019	Board received report on the 2050 RTP visioning exercise
November 15, 2019	Board received report regarding the 2050 RTP public and agency outreach process and schedule
August 17, 2018	Amendment No. 1 to the 2040 RTP approved
May 21, 2017	2040 RTP approved

### **ADDITIONAL BACKGROUND**

The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs and services necessary to achieve that vision that will be implemented by RTC, member entities, and Nevada Department of Transportation (NDOT).

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

Both the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) met on June 3, 2020, and recommended approval of the proposed 2050 RTP Guiding Principles. A suggestion was also made by a CMAC member to consider addressing the issue of equity as an additional guiding principle. It was noted that this is one of the supporting goals of the RTP.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2020

**AGENDA ITEM 5.2**

**TO:** Regional Transportation Commission

**FROM:** Xuan Wang, PhD, PE, PTP, RSP2  
Senior Technical Planner

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

**SUBJECT: University Area Multimodal Transportation Study**

**RECOMMENDATION**

Approve the final report for the University Area Multimodal Transportation Study.

**SUMMARY**

The University Area Multimodal Transportation Study started in April 2019. This study takes into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it includes an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District.

The project team met with staff from the University of Nevada Reno and City of Reno to discuss project details. Project TAC members and participants from the community conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity in May 2019. A public meeting was held in June 2019 and pop-up meetings were held in front of the Joe Crowley Student Union and at Food Truck Friday to engage students, faculty as well as local residents to provide their comments and concerns. Concurrently with the public meeting, an on-line survey was launched to collect public input. Following data collection efforts and extensive public outreach, a project TAC workshop was held in September 2019 to discuss future roadway network alternatives. Scenarios were reviewed at a subsequent TAC meeting. The project team analyzed model run results and conducting analysis on future conditions. These analysis results from various network scenarios were reviewed at the most recent project TAC meeting on March 31<sup>st</sup> 2020 to receive feedback and comments. The project was presented at the RTC Technical Advisory Committee meeting and the Citizens Multimodal Advisory Committee meeting in June 2020. The project team has developed a draft report to document the analysis results and potential transportation improvements in the University study area.

Key recommendations from the study are summarized below:

- 15 mph speed limit on 9th Street from Virginia Street to Evans Avenue with traffic calming
- Provide bike facilities on Center Street from 8th Street to 9th Street
- Construct new road to connect Evans Avenue to Lake Street and improve access to planned parking garage
- Realign Record Street to promote pedestrian safety
- Road closures to promote pedestrian safety
  - 9th Street from Lake Street to Record Street
  - Evans Avenue between 9th Street and planned parking garage access road
- Specific pedestrian improvements
  - Highland Avenue railroad crossing
  - Bulb-outs on Center Street
- 6th Street improvements from Sierra Street to Wells Avenue
- 9th Street connection between Valley Road and Wells Avenue

### **FISCAL IMPACT**

The study was funded using federal planning (PL) funds and is included in the FY 2020 – FY 2021 Unified Planning Work Program (UPWP).

### **PREVIOUS ACTIONS BY BOARD**

May 20, 2019	Approved the FY 2020 – FY 2021 Unified Planning Work Program (UPWP)
March 15, 2019	Approve Professional Services Agreement
October 19, 2018	Approved Request for Proposal

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

Both the Technical Advisory Committee and Citizens Multimodal Advisory Committee (CMAC) met on June 3, 2020, provided comments, and recommended approval of the University Area Multimodal Transportation Study.

A member of the CMAC recommended additional safety improvements on Sierra Street, which will be addressed in the 2050 Regional Transportation Plan process.

Attachment



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 6.1**

**TO:** Regional Transportation Commission

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

**SUBJECT:** Director's Report

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



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 6.2**

**TO:** Regional Transportation Commission

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

**SUBJECT:** Federal Report

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

**Federal Update for RTC of Washoe County**  
**Prepared by Cardinal Infrastructure and Thompson Coburn**  
**June 19, 2020 Board Meeting**

**Surface Transportation Reauthorization**

On June 3<sup>rd</sup>, the Democratic leadership of the House Transportation and Infrastructure Committee released its surface transportation reauthorization bill, the Investing in a New Vision for the Environment and Surface Transportation (INVEST) in America Act. The bill provides \$494 billion over a five-year period, with \$105 billion for transit programs under the Federal Transit Administration and \$319 billion for federal-aid highway programs under the Federal Highway Administration.

Among other provisions, the bill includes:

- \$83.1 billion in Fiscal Year (FY) 2021 made available at 100 percent federal share to ensure States, cities, tribes, territories, and transit agencies can administer programs, advance projects, and preserve jobs in the aftermath of the COVID-19 crisis.
- \$5 billion for FY 22-25 for Buses and Bus Facilities formula program.
- \$1.6 billion for FY 22-25 for Buses and Bus Facilities discretionary program. Modifies the competitive bus program to focus on large one-time needs for bus garages, bus stations, and fleet expansions
- \$1.7 billion for FY 22-25 for zero-emission bus grants (removes "low" emission eligibility).
- Expands eligibility under the Safe Routes to Schools Program to include high schools and removes the 30 percent non-infrastructure project cap.
- \$750 million over the life of the bill using a discretionary process for direct allocations to metropolitan planning organizations (MPOs) to advance locally selected projects; provides between \$10-\$50 million per year for the MPOs selected.
- Increases funding for the Transit Oriented Development Planning Grant Program and expanded eligibility for the highest 25 percent of bus routes by ridership.
- Additional \$345 million per year out of the Highway Trust Fund for the Federal Lands Access Program.
- Restores the eligibility to incorporate art into transit facilities.
- Establishes a national clearinghouse at a university to research the impacts of highly automated vehicles and mobility innovation.
- Replaces the current incentive formula based on low operating costs with a formula based on vehicles per hour during peak service in the highest 25 percent of routes by ridership.

On the House side, the House Transportation and Infrastructure Committee has jurisdiction over the transit and highway titles of the surface transportation authorization bill, while the Ways and Means Committee provides the means for funding of the bill. The Ways and Means Committee has not yet acted on this legislation. House leadership would like to bring the bill to the floor in early July. The authorization for the surface programs expires on September 30<sup>th</sup>.

On the Senate side, the Senate Environment and Public Works Committee has passed its highway title. Yet to be released, the Senate Banking Committee will provide the transit title, Senate Commerce Committee will provide the rail and safety title, and the Senate Finance Committee will provide the means for funding the legislation.

**Appropriations**

The Senate will begin markups for its FY 2021 appropriations bills the week of June 22<sup>nd</sup>. According to reports, Senate subcommittees may elect to skip their markups and instead have the bills go directly to the full committee for markup.

House Appropriations Committee Chairwoman Lowey (D-NY) sent a letter to committee members alerting them to her intent to hold FY 21 appropriations subcommittee and full committee markups the weeks of July 6<sup>th</sup> and 13<sup>th</sup>. The Chairwoman expects the bills to go to the floor the weeks of July 20 and 27.

### **Face Mask Distribution**

U.S DOT sent approximately 15.5 million cloth masks to transportation workers across the country. RTC received a shipment of 1,500 masks, and has distributed them to its workforce.

### **Hearing on Transportation Workers**

On June 9<sup>th</sup>, the House Transportation and Infrastructure Committee held a virtual hearing, "On the Front Lines: The Impacts of COVID-19 on Transportation Workers." Witnesses included:

- Larry Willis, President, Transportation Trades Department of the AFL-CIO
- Tom Shaw, Transit Operator, Southeastern Pennsylvania Transportation Authority on behalf of the Transportation Workers Union
- LaMont Byrd, Director for Safety and Health, International Brotherhood of Teamsters
- Susannah Carr, Flight Attendant, United Airlines, on behalf of the Association of Flight Attendants – CWA
- Randy Guillot, Chairman, American Trucking Associations

Chairman DeFazio, in his opening remarks, said, "...Federal agencies have refused to issue mandatory guidance protecting workers and the general public, instead relying on voluntary recommendations that offer little practical guidance other than suggesting that agencies develop rules to keep their employees safe without even collecting best practices from different sectors."

Mr. Shaw discussed social distancing challenges and protections for bus operators, saying, "Most transit buses do not have shields or enclosures of any kind to separate drivers from passengers who generally board at the front of the bus directly adjacent to the driver." Mr. Shaw urged passage of the Every Worker Protection Act (H.R. 6559), which would require the Occupational Safety and Health Administration to issue an emergency temporary standard.

Congressman Scott Perry (R-PA) questioned the additional support needed by public transit agencies. Perry said CARES Act funding provided public transit agencies \$10 billion over what is collected at the farebox, and believes the crisis to transit is of its own making – given the longstanding state of good repair backlog. He further said, with CDC guidance to avoid public transportation, teleworking policies, etc., "How can the American people be convinced that public transit is safe?"

Congressman Lipinski (D-IL) said the amount in the CARES Act was not enough to make-up for the loss for large transit systems. As evidence of continued needed support, Mr. Willis mentioned the loss of ridership and impacts from sales tax revenue declines. In his testimony, Mr. Willis said, "While Congress avoided the immediate crisis for public transit by providing robust funding in the CARES Act, we know that billions more will be needed in the coming months."

Highways and Transit Subcommittee Ranking Member Davis asked that the committee find ways to continue to help public transit, find ways to ensure agencies are better prepared for a second-wave or future crisis, and seek ways to see that riders can safely and comfortably return to using these services.

Member's comments and questions focused on ensuring safety of riders and operators of various transportation modes, and ensuring the industry is supported now and in the future.



### **House Remote Work**

Before the House passed the Health and Economic. Recovery Omnibus Emergency Solutions (HEROES) Act, the House passed H.Res. 965, a measure to conduct remote proxy voting and virtual committee proceedings by a 217-189 vote. The House Rules Committee issued regulations to implement the resolution. The House Rules Committee statement provides, "H.Res. 965 authorizes the Speaker, in consultation with the Minority Leader, to temporarily implement remote committee proceedings and remote voting in the House when she has been notified by the Sergeant-at-Arms, in consultation with the Attending Physician, of a public health emergency due to the coronavirus."

### **Executive Orders**

On May 19<sup>th</sup>, President Trump signed an Executive Order on Regulatory Relief to Support Economic Recovery. The Order provides, "The heads of all agencies shall identify regulatory standards that may inhibit economic recovery and shall consider taking appropriate action, consistent with applicable law, including by issuing proposed rules as necessary, to temporarily or permanently rescind, modify, waive, or exempt persons or entities from those requirements...for the purpose of promoting job creation and economic growth..." Furthermore, "The heads of all agencies are also encouraged to promote economic recovery through non-regulatory actions."

On June 4<sup>th</sup>, President Trump signed an Executive Order on Accelerating the Nation's Economic Recovery from the COVID-19 Emergency by Expediting Infrastructure Investments and Other Activities. The Order provides, "...the Secretary of Transportation shall use all relevant emergency and other authorities to expedite work on, and completion of, all authorized and appropriated highway and other infrastructure projects that are within the authority of the Secretary to perform or to advance."

Under the National Environmental Policy Act (NEPA), the Executive Order also directs all agencies to use to the fullest extent possible and consistent with applicable law, emergency procedures, statutory exemptions, categorical exclusions, completed analyses, and concise and focused analyses consistent with the Council on Environmental Quality's (CEQ's) NEPA regulations and agency NEPA requirements. There are reporting requirements under which agencies are required to identify actions taken.

### **House Democrats' Legislative Priorities**

On May 29<sup>th</sup>, House Majority Leader Steny Hoyer (D-MD) sent a letter to House members outlining the Democrats' legislative plans for the coming months. Hoyer states, "Throughout the month of June, legislative work in House committees will be our focus, with committees meeting to hold hearings and to mark up and report legislation." The letter provides that must-pass legislation, including appropriation bills and surface transportation reauthorization, is intended to be voted on before August.

### **Senate Environmental and Public Works Committee**

The Senate Committee on Environment and Public Works held a full hearing entitled, "Infrastructure: The Road to Recovery." Witnesses included:

- Steve McGough, Chairman of the American Road & Transportation Builders Association; President and Chief Financial Officer of HCSS
- Dr. Doug Holtz-Eakin, President, American Action Forum
- The Honorable Greg Fischer, Mayor, Louisville, KY; Incoming President of the U.S. Conference of Mayors

Chairman Barasso provided in his opening remarks, "As Congress considers what can be done to help the economy recover, funding our nation's infrastructure should be at the top of the list." He also restated his endorsement of passing the committee's bill (America's Transportation Infrastructure Act) together with the recently passed water infrastructure bills. "The alternative to passing our bill, would be to rely on short-term extensions of current law," he said.

Ranking Member Carper focused his remarks on paying for infrastructure, saying, "We owe it to [states and cities] to reauthorize our surface transportation programs, and fund them in a sustainable and predictable way.

Mayor Fischer spoke to the revenue issues being felt by cities across the country, providing in his remarks, "The most pressing issue before city governments is the rapid deterioration of our local revenue streams...." Further stating, "mayors stressed the urgent need for federal action to address growing local budget shortfalls...with new federal funding commitments."

There were consistent comments from members on both sides of the aisle on the positive impacts of investing in transportation infrastructure, highlighting their respective state infrastructure investments and the positive jobs and commerce impacts. There were also many comments on avoiding short-term extensions of the FAST Act.

### **Municipal Liquidity Facility**

Last month, the Federal Reserve announced an expansion of the scope and duration of the Municipal Liquidity Facility (MLF); which provides a liquidity backstop to issuers through a special purpose vehicle (SPV). Eligibility will now include counties with a population of at least 500,000 residents and cities with a population of at least 250,000 residents. A second notice was issued on June 3<sup>rd</sup>, providing that the Federal Reserve will expand the number and type of entities eligible to directly use its MLF, including public transit, airports, toll facilities, and utilities.



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 6.3**

**TO:** Regional Transportation Commission

**FROM:** Kristina Swallow, Director NDOT

**SUBJECT: Nevada Department of Transportation**

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



**REGIONAL TRANSPORTATION COMMISSION**


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June 19, 2020

**AGENDA ITEM 7**

**TO:** Regional Transportation Commission

**FROM:**   
\_\_\_\_\_  
Bill Thomas, AICP  
Executive Director

**SUBJECT: Legal Counsel Report**

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



**REGIONAL TRANSPORTATION COMMISSION**

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June 19, 2020

**AGENDA ITEM 8**

**TO:** Regional Transportation Commission

**FROM:**   
\_\_\_\_\_  
Bill Thomas, AICP  
Executive Director

**SUBJECT: Public Input**

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