



LOCATION:

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

DATE July 15, 2022
TIME 9:00 a.m.

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

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

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

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

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

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

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the June 17, 2022, meeting (For Possible Action)

Reports

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

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

Engineering Department

- 4.7 Approve a contract with HDR Engineering, Inc., to provide design services and optional engineering during construction for the N. McCarran & Pyramid Hwy Fiber Connectivity project in an amount not-to-exceed \$275,080 *(For Possible Action)*
- 4.8 Approve a contract with Headway Transportation, LLC, to provide design services and optional engineering during construction for the Traffic Signal Installations 23-01 project in an amount not-to-exceed \$448,840 *(For Possible Action)*
- 4.9 Approve an Interlocal Cooperative Agreement (ICA) with Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) to conduct a Before and After Study within the City of Reno's Micromobility Pilot Project on 5th Street and Virginia Street in downtown Reno in an amount not-to-exceed \$111,650 *(For Possible Action)*
- 4.10 Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR), Civil Engineering Department, for the UNR Pavement/Materials Cooperative Research Program in an amount not-to-exceed \$200,000 *(For Possible Action)*

Public Transportation/Operations Department

- 4.11 Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED Pass Program in the amount of \$200,000 *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 82nd Session of the Nevada Legislature *(Informational Only)*
- 5.2 Approve the FY 2023-2027 Transit Optimization Plan Strategies Plan (TOPS) *(For Possible Action)*

6. PUBLIC HEARING ITEMS

- 6.1 Conduct a public hearing on potential service changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) document for RTC RIDE (Routes 2S, 3CC, 5, 9, 13, 15, and 19), FlexRIDE (service areas), ACCESS (changes to reservation hours) and other transportation programs (Washoe Senior Ride program and Uber Rides program); approve the recommended service changes *(For Possible Action)*
 - a. Staff presentation
 - b. Public hearing
 - c. Action

7. REPORTS *(Informational Only)*

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

8. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

9. PUBLIC COMMENT

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

10. ADJOURNMENT (For Possible Action)

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

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:05 A.M.

June 17, 2022

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Kristopher Dahir, Sparks City Council Member (Alternate)
Vaughn Hartung, Washoe County Commissioner (Electronically)
Hillary Schieve, Mayor of Reno
Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

**Ed Lawson, Mayor of Sparks, Vice Chair
Bob Lucey, Washoe County Commissioner**

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

Item 1 SPECIAL RECOGNITIONS

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC INPUT

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

Ms. Dora Martinez, local resident, thanked the union for working out an agreement with the paratransit operators/drivers and wished to remind everyone to make the bus signs accessible for the legally blind. She also requested that more paratransit drivers be hired and trained because if she has to use the Uber or Lyft service, her service dog is not always allowed and the drivers do not always have a background check or a camera in their vehicles.

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

Item 3 APPROVAL OF AGENDA

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

Items 4.1 thru 4.17 CONSENT ITEMS

Minutes

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

Reports

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

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

4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*) – **Pulled for public comment**

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

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

Planning Department

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

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

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

- Dennis Colling
- Greg Newman

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

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

4.8 Authorize a request for proposals for the South Virginia Street TOD Planning Study (*For Possible Action*)

4.9 Approve the FY 2023 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA) (*For Possible Action*)

Engineering Department

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

Executive, Administrative and Finance Departments

- 4.16 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2022, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust (*For Possible Action*)
- 4.17 Approve a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, in an amount not-to-exceed \$119,403 (*For Possible Action*)

On motion of Mayor Schieve, seconded by Commissioner Dahir, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.17 be approved, excluding Item 4.4 which was pulled for discussion.

- 4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*) – *Pulled for public comment*

Mr. Chris Fuqua, Vice President of Teamsters Local 533, said that MTM was a good steward of the employees from the very beginning. He then noted that the difference between MTM and Keolis is that MTM is willing to work with the union. Because of this, a four year agreement was put into place and starting salaries were increased by 30%. On average, the bargaining unit employees received a 20% raise.

On motion of Mayor Schieve, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that Consent Item 4.4 be approved.

Item 5.1 thru 5.2 DISCUSSION ITEMS AND PRESENTATIONS

5.1 Acknowledge receipt of the RTC Strategic Roadmap for FY 2023 and provide input and direction regarding next steps (*For Possible Action*)

Executive Director Bill Thomas said this was an intentional effort to bridge desires and visions of the Board and RTC staff actions. He then introduced Erica Olsen with OnStrategy.

Ms. Olsen first explained that the Strategic Roadmap came about via a prior Board retreat and the direction that came from the Board members at that retreat.

The key themes were provided and E.D. Thomas reviewed each of the goals in more detail with the objective being whether or not this is the direction the Board was requesting staff to move toward.

1. Rethink and redefine our Public Transportation system as a whole (demand, access, tech)
2. Look at how roads are regionally planned for, developed, and maintained (roles, collaboration, etc.)

Commissioner Hartung asked if a new standard in the region could be implemented where the RTC does the traffic studies instead of the developers.

E.D. Thomas said the implementation process would take time and the RTC does not plan to step into the roll of the local entities who review the documents at this time.

Commissioner Hartung then asked if the NRS could be changed as to how long the RTC could hold right-of-way.

E.D. Thomas said that question would be answered in the future. At this time, RTC is talking to the local partners to get a grasp on how everyone is handling right-of-way in order to know the best way to make improvements.

Chair Jardon said that the jurisdictions know what development plans are in the works and what's coming up, so having active discussions with the jurisdictions will be important.

E.D. Thomas then commented that Goal #3 and #4 will be brought back for more discussion in the coming year because staff was not able to get to them in this year. He went on to explain more specifically what the purpose and expected outcomes are for those two goals.

3. Prepare for a shift in future funding sources and strategies

The four questions E.D. Thomas would like the Board members to consider are:

- What do we envision as a future network?
- How do we factor limited labor and human resources into a fiscally restrained plan?
- Should we try to match project output with forecasted revenue?
- How can we define our funding allocations to provide the right balance?

4. Continued & even more proactive planning for our Transportation Network

This goal is to focus on our financial plan to ensure buckets of funds are allocated for the things we want to see happen with intent.

- How do we proactively plan for changing commuter behaviors?
- How do we view the Commissioners role in the budget process?
- How do we measure financial success?
- Do our financial documents provide you a clear picture of the agency's financial outlook? (transparency)

Mayor Schieve asked for confirmation that this is just a high-level overview and a more in-depth conversation will take place later. E.D. Thomas confirmed.

Commissioner Dahir commented on the FlexRIDE, saying that if we have another recession, it will hit some of our more vulnerable citizens. Therefore, we need to find a good way to lay out the actual savings for people if they take public transit. He would also like to ensure that the RTC is thoroughly utilizing grant funding for our most vulnerable population, such as for FlexRIDE.

Commissioner Dahir would also like the RTC and everyone else to layout each entity's Best Practices to see how or if they work well together. If they work well now, why would we change them.

He continued, asking if there is any plan for a bill draft (BDR), or to partner for a BDR, for a new tax on electric vehicles.

E.D. Thomas said that Director Swallow and her staff are leading the push for an EV bill draft.

Chair Jardon believes that technology and education will drive the future of transportation. She would like to see a dedicated line item for the funding of unplanned multi-modal roads or other means of transportation without having to go find the money from another source.

Commissioner Hartung commented about light rail because a public comment came in asking about it. He believes it would be a good thing to look into rail for certain areas, with the understanding that it could potentially be cost prohibitive. He also believes that FlexRIDE is the transportation of the future.

He continued, mentioning his frustration that when the RTC does a project, they don't take it far enough. He believes the models are wrong and those projects then need to be retrofitted later at a high price.

E.D. Thomas said that staff will come back in the near future with more detail on goals 1 and 2, and will come some time in the next year with goals 3 and 4.

On motion of Mayor Schieve, seconded by Commissioner Dahir, which motion carried unanimously, Chair Jardon ordered that receipt of the RTC Strategic Roadmap for FY 2023 be acknowledged with the comments received.

5.2 Approve the RTC Goals for Fiscal Year (FY) 2023 (July 1, 2022 to June 30, 2023)
(For Possible Action)

E.D. Thomas mentioned that there are over 30 goals posted for the public and in the Commissioner's packets, but he wanted to touch on a few specifics as follow.

- Begin Design:
 - Keystone Avenue Improvements
 - Pembroke Drive Widening
 - Sierra Street Multimodal
 - South Virginia Street Widening (I580 ramps to Longley)
- Begin Project Construction:
 - Sky Vista Parkway Widening
 - Sparks Boulevard Corridor - Phase 1
- Complete Project Construction:
 - Lemmon Drive Widening Phase 1
 - Roundabout at 4th Street/Mesa Park Road/Woodland Avenue
 - Virginia Street at Peppermill Northbound BRT Station
- Complete:
 - McCarran Boulevard Corridor Study
 - Travel Demand Model expansion
 - Verdi Area Transportation Study
- Initiate:
 - Active Transportation Plan update
 - Virginia Street TOD Plan
- Begin implementation of the recommendations contained in TOPS to improve the customer experience
- Increase the Van Pool program to 380 vehicles

- Replace 15 ACCESS/FlexRIDE CNG paratransit buses and 6 RIDE Electric Hybrid fixed-route buses
- Clarify and re-define relationships and responsibilities for both roadway maintenance and project leadership among regional partners, including NDOT
- Complete analysis to increase housing opportunities along BRT routes
- Continue long-term property acquisition strategy, including replacement of Villanova

Upon conclusion, Chair Jardon asked for Commissioner comments.

Commissioner Hartung asked why Pyramid Highway is no on the goals.

E.D. Thomas said that Pyramid is an NDOT project and construction is not planned until 2024.

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board to add that the Pyramid project is on track and funds are being obligated in conjunction with NDOT, and there should be shovels in the ground by spring 2023.

Mayor Shieve would like to see a micromobility path along the river and more protected bike lanes in the region (green paint).

E.D. Thomas said that micromobility will be in the goals to address.

Commissioner Dahir said he was not very familiar with RTC's vanpool program, which is one of the most successful programs, so believes that better communication and education on that program would be beneficial.

Chair Jardon asked what the jurisdictional collaboration plan will look like for the new model of multimodal and capacity infrastructure, and being more strategic about it. How often will meetings occur, etc.?

E.D. Thomas said this is captured in the Active Transportation Plan, which used to be called the Bicycle/Pedestrian Plan.

Chair Jardon next asked about the expansion into local road maintenance and what does that look like to the RTC? She also asked about RTC and/or local jurisdictions partnering with NDOT to expedite maintenance improvements. She didn't see either of these in the goals.

E.D. Thomas said that these are not specific goals but are included within two other listed goals.

Chair Jardon expressed her frustration that McCarran is listed under goals as a "study" when there has already been more than one study done.

E.D. Thomas said that a goal could be rewritten to focus on Keystone/McCarran intersection safety. The study is almost complete, so that goal could be changed.

Mayor Schieve would like to have large trucks diverted to go on South Meadows instead of through the residential portion of Veterans Parkway. She would also like better clarification on the RTC role vs the City, and who does what.

On motion of Commissioner Hartung, seconded by Mayor Schieve, which motion carried unanimously, Chair Jardon ordered that the RTC Goals for Fiscal Year (FY) 2023 (July 1, 2022 to June 30, 2023) be approved with the modifications requested.

Items 6.1 thru 6.3 REPORTS

6.1 RTC Executive Director Report

1. Congratulations to the following employee for her milestone service anniversary:
 - Jelena Williams will celebrate her 5-year RTC anniversary on July 10.
2. I would also like to welcome our newest RTC Employee, Michelle Chrystal, who has been hired as our new Property Agent.

With both her public and private work experience, she brings knowledge and skills that will greatly aid the RTC as she supports the Agency's effort in property management including the acquisition of property rights required for transportation projects. Welcome, Michelle!

3. The RTC has launched the Verdi Area Multimodal Transportation Study. As part of the study, the RTC is seeking community input. The community is encouraged to take a brief, eight-question survey to provide feedback about current and future transportation conditions in the Verdi area. The survey is open through June 30th and is available at rtcwashoe.com and on social media.
4. On June 15th, the RTC, the City of Reno and community stakeholders celebrated the launch of the micromobility pilot project in Downtown Reno. The pilot project will improve access and connectivity for residents and visitors through micromobility-specific infrastructure in Reno's downtown, designed for bikes and scooters. The pilot project will make it easier for the public to take advantage of more sustainable ways to visit downtown, the Truckee River, and surrounding local businesses while enhancing road safety for micromobility users. I encourage everyone to head downtown and check it out!
5. The RTC will be offering free transit to the Nugget Casino Resort's Star Spangled Sparks event on July 4. Eventgoers can take the RAPID Lincoln Line and Route 11, which go between Reno and Sparks. Both routes drop you off at Centennial Plaza in Victorian Square, so you don't have to worry about parking! Those routes will both be free starting at 4 p.m. Visit rtcwashoe.com to plan your trip!

6. The RTC is being impacted by inflation. While current construction projects are funded and moving forward, the RTC has seen an upswing in bids for projects. Project costs that were estimated even six or nine months ago have seen approximately twenty-percent increases. For example, the Sparks Boulevard Phase One project was originally estimated to cost nine point five million dollars, but the lowest bid came in at eleven point two million dollars – nearly eighteen percent more than the original estimate. The RTC continues to be fiscally conservative, which is why we can accommodate our current projects. However, over the long term, the RTC will need to evaluate our projects to see what we will be able to fund in the future due to high inflation.
7. The FTA’s Fiscal Year 2022 Triennial Review of the RTC was completed last month. Although not an audit, the Triennial Review is the FTA’s assessment of the RTC’s compliance with federal requirements, determined by examining a sample of award management and program implementation practices. RTC had a very successful review dropping to only four findings - versus eight findings under the last review. These four findings have been addressed and will be closed in the final report from the FTA.
8. After months of successful negotiations between MTM, Inc., and the union, a potential agreement was reached and taken to the membership for vote on Sunday June 12th. The membership passed the proposed agreement, the union will now finalize the four-year agreement into to a signed collective bargaining agreement package. The new agreement terms will start on July 1, 2022.

6.2 RTC Federal Report

E.D. Thomas mentioned that a written report was included in the agenda packet for this meeting and briefly mentioned that the FHA had announced competitive applications for bridge replacement are being accepted. RTC is focusing on the Keystone, Sierra Street and Greg Street bridges.

6.3 NDOT Director Report

NDOT Director Kristina Swallow first mentioned how well the Reno to/from Carson bus is doing lately and that she said that the park and ride at the Summit Mall was very full! Director Swallow then discussed, in-depth, the very serious traffic safety issues going on in our state this year and the number of lives lost.

Director Swallow also touched on the following topics:

Roadway Relinquishment Process – passing ownership of specific roads to the county or other jurisdiction where it makes the most sense.

Advisory Working Group – an update was provided on the purpose of this group, which includes E.D. Thomas, and the recent focuses of the group.

Spaghetti Bowl Express Project – an update on the current status of the project.

Pyramid Highway/Egyptian Traffic Signal Installation – an update that the project began June 6th and should be completed by the end of August.

Mt. Rose Highway Corridor Study – the corridor study is being finalized this month. From this point, the future improvements will be coordinated, prioritized and funding planned for corridor safety improvements based on the study. Interim safety improvements will be advertised for implementation this fall.

Chair Jardon asked for information on whether speed and impairment are the same for motorcycle crashes as for vehicle crashes, and also how our region rates in this area vs national ratings. She believes an international look should be done to see how other countries are handling this crisis.

Commissioner Dahir encourages the ability to do testing for marijuana impairment for safety. He also expressed his disappointment in the sole decision by NDOT to remove the advance warning signals on Pyramid when the local elected officials disagreed with that idea.

Commissioner Dahir asked if there is any possible way to extend the entrance onto southbound I-580 from west I-80 during the construction because it is really short.

Mayor Shieve expressed her belief that early, early education on the importance of traffic/pedestrian safety should be a priority. She also believes neighborhood speed limits should all be 15 mph for better safety.

Commissioner Hartung thanked Dir. Swallow for the safety improvements at Sunset and Egyptian. He then asked if there is a movement to change the Pyramid speed limit back to 45 mph going through Spanish Springs.

Dir. Swallow said she wasn't familiar with that but would check into it.

Commissioner Hartung thanked Dir. Swallow for the Mt. Rose Highway study on behalf of Commissioner Lucey.

Lastly, Commissioner Hartung asked if an NDOT roadway is relinquished to a local jurisdiction, does the funding for that roadway also go to the jurisdiction.

Dir. Swallow said that it is a negotiation which follows the legislatively directed state process. In this specific case, NDOT is required to bring the roadway up to a state of good repair or provide the funding to bring it up to a state of good repair.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Hartung said there is a non-political event being held at Idlewild Park in August by the Northern Nevada Central Labor Council and they have asked for the RTC to consider participate in some way with transit assistance.

Item 8 PUBLIC INPUT

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

Ms. Lori Rodriguez, local resident, addressed the Board and suggested that developers in Washoe County be required to submit their plans to NDOT and RTC for review prior to the Washoe County Planning Commission reviewing the plans. Then Washoe County will have input from NDOT and RTC before making any decisions. She realizes that there would require a significant lead time.

Ms. Rodriguez also mentioned that the newer vehicles can be programmed with speed regulators. NHP cars have those regulators and it's causing speeders to get away because the regulators slow the officers to 95 mph. Her husband is/was a programmer on the regulators she is referring to.

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

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:13 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.2

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

PLANNING STUDIES

McCarran Boulevard Corridor Study

Dan Doenges, Project Manager

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

Status: Draft project recommendations under development.

Verdi Area Multimodal Transportation Study

Xuan Wang, Project Manager

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

Status: A public meeting was held on 6/10 at a local coffee shop in Verdi. A survey was conducted to gather community input. The project team is analyzing survey results.

Virginia Street Transit Oriented Development (TOD) Planning Study

Graham Dollarhide, Project Manager

[N/A](#)

Status: Procurement process underway.

ONGOING PROGRAMS

Bicycle and Pedestrian Planning

RTC Planning Staff

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

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

- *RTC is collaborating with City of Reno with the Micromobility Study.*
- *Draft scope of work for the Active Transportation Plan is completed*

Development Review	
Rebecca Kapuler, Project Manager	Website N/A
<p><i>Status: RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:</i></p> <ul style="list-style-type: none"> • Washoe County – 0 • City of Reno – 6 • City of Sparks – 3 <p><i>This does not include proposals that were reviewed on which staff did not have any comments.</i></p>	

Vision Zero Truckee Meadows	
Rebecca Kapuler, Project Manager	https://visionzerotruckeemeadows.com/
<p><i>Status: The next meeting is scheduled for August 15, 2022</i></p> <ul style="list-style-type: none"> • The task force met on June 13th and discussed the current action plan accomplishments, potential funding (grant funding), the update to the action plan, crash data, local safety plan opportunities with NDOT, the new bus tail campaign, National Science Foundation grant, and sacred shoe campaign in Las Vegas. • The new bus tail campaign is underway and will be launched in August. 	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities	
Lauren Ball, Project Manager	
<p><i>Status: RTC staff conducted the following outreach activities from June 10 – July 15:</i></p> <p><i>June 10 Outlaw Coffee Shop Pop-Up Event RTC Verdi Study Outreach</i></p> <p><i>June 13 North Valleys CAB Meeting Lemmon Drive Project Outreach</i></p> <p><i>June 13 Vision Zero Meeting Pedestrian Safety</i></p> <p><i>June 15 Micromobility Community Launch event</i></p> <p><i>June 16 McCarran Study Technical Advisory Committee Meeting and Workshop</i></p> <p><i>June 16 City of Reno Ward 4 NAB Meeting - Lemmon Drive Project Outreach</i></p> <p><i>June 28 Reno Age Friendly Action Team - TOPS Recommendations</i></p> <p><i>July 4 Free Rides on Route 11/RAPID Lincoln Line for 4th of July</i></p>	

Media Relations & Social Media
Lauren Ball, Project Manager
<i>Status: The RTC issued seven news releases and received eight media inquiries regarding free transit to Star Spangled Sparks, the Sparks Blvd. Project groundbreaking ceremony, major traffic detours on Lemmon Drive, RTC's transit and administrative office schedule for Juneteenth, a construction detour on California Avenue, the Verdi-Area multimodal transportation study, fuel tax rates, digital displays for bus arrival times , and more.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, free transit to Star Spangled Sparks, the Sparks Blvd. Project groundbreaking ceremony, major traffic detours on Lemmon Drive, the opening of the new Diverging Diamond Interchange, RTC's transit and administrative office schedule for Juneteenth, a construction detour on California Avenue, the Verdi-Area multimodal transportation study, fuel tax rates, and more.</i>
<i>Social media metrics for the month of June: 29,784 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production
Lauren Ball, Project Manager
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Spaghetti Bowl improvements, construction closures and detours on Lemmon Drive, free transit to Star Spangled Sparks, and a Sparks Blvd. Project update.</i>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.3

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: The contractor finished construction on Phase 3 of the program in mid-June. This phase included accessibility and sidewalk connectivity improvements at 29 RTC transit stops. Phase 4 of the program is currently in the final design and NDOT permitting stage.</i>	

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

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

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: Project is complete.</i>	

South Virginia Street Widening (I-580 to Longley Lane)	
Maria Paz Fernandez, Project Manager	
<p><i>Multiagency coordination including City of Reno and NDOT to achieve the design and construction of additional capacity and safety improvements including additional lane configuration, pavement reconstruction, and traffic signal modifications.</i></p> <p><i>Status: Wood Rodgers, Inc., was the consultant selected from the qualified list and the agreement was awarded last May. Preliminary design is under way and thirty percent (30%) design plans are expected by fall of 2023. Construction is tentatively scheduled for fiscal year 2025.</i></p>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com .
<p><i>Status: The South Phase (widening from four to six lanes from Greg Street to Lincoln Way) opened bids in June. RTC is now working with the low bidder, Granite Construction Company to get work on this phase going. Construction is expected to begin in mid-July and occur through early 2023.</i></p> <p><i>Work during the last reporting period also included finalizing technical reports and documents associated with Environmental Assessment for the North Phase of the project. The fifty percent (50%) plans for the north segment have been reviewed by the project team and plans are advancing towards final design.</i></p>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<p><i>Status: The project team is developing ninety percent (90%) design plans. Construction is anticipated to begin by spring of 2023.</i></p>	

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

Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/
<p><i>Status: In June, the contractor activated the Steamboat Parkway/ Horse Ranch Road rectangular rapid flashing beacon (RRFB) to improve pedestrian safety crossing Steamboat Parkway. This is the 8th and final RRFB crossing to be activated with this project.</i></p>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Construction contract awarded to Sierra Nevada Construction with work to commence in July 2022.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting will begin construction in July 2022.</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: Titan Electrical Contracting will begin construction in July 2022.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: Fifty percent (50%) design has been completed and is currently under review by local agency staff.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: Work continues as the thirty percent (30%) design submittal will be reviewed by all agencies.</i>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
Dale Keller, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/

Status: Segment 1 - The project is on budget and on schedule. RTC anticipates the project will achieve substantial completion in the middle of July 2022. The DDI paving was completed and the DDI is open for traffic.

Segment 2 - The project team finalized the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) identified the Natural Berm Alignment as the Agency Endorsed Alternative. The team is advancing the agency endorsed alternative to a fifteen percent (15%) design.

Mill Street Widening (Kietzke Lane to Terminal Way)

Dale Keller, Engineering Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
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Status: The RTC invites the community to learn more about the Mill Street Widening Project by viewing a virtual video presentation online at MillStreetWidening.com beginning July 11, 2022.

Oddie Boulevard / Wells Avenue Improvement

Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
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Status: Construction started at the end of November 2021. During the first quarter of 2022, construction activities included underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by the third quarter of 2024. Roadwork and paving operations on Oddie Boulevard (Phase 1 section) is underway. The privacy screen on the north side of Phase 1 is being installed and roadwork pavement activities are starting. Collaboration with City of Reno to begin on Phase 4 (Sutro Street to I-80) is underway.

Sky Vista Parkway Widening Rehabilitation

Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
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Status: Spanish Springs Construction will begin construction in July 2022.

Truckee River Shared Use Path

Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
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Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse. NDOT has began working to finalize design plans. The completion of these two items will allow the project to be shovel ready once construction funding is identified.

PAVEMENT PRESERVATION PROJECTS

2022 Preventive Maintenance	
Scott Gibson, Project Manager	
<i>Status: This project keeping good roads good is underway. The project includes crack sealing, patching, and microsurfacing on approximately 150 lane miles of regional streets. This project will run through September 2022.</i>	
4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: Project design is on hold as the project scope is evaluated considering budgets and inflation.</i>	
Arrowcreek Parkway Rehabilitation	
Dale Keller, Engineering Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Ninety percent (90%) design plans are under agency review.</i>	
Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The construction work is well underway with Sierra Nevada Construction finishing curb, gutter, and sidewalk work along the majority of the upper segment of the project. Now that school is on summer break, work is occurring in the lower half near Towles Elementary. Paving activities are expected to occur in late July.</i>	
Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Sierra Nevada Construction has been awarded the construction contract. Construction is scheduled to begin in August and be complete this fall.</i>	
Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: Project challenges continue to be discovered on this project as Granite Construction proceeds to build the project. Unidentified utility conflicts and unexpected soil conditions are discovered frequently. Solutions must be presented quickly by the project team to effectively move this project toward successful completion.</i>	

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

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

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: Work during the last reporting period continued coordinating preliminary design elements associated with the project- specifically refining the preliminary site layout to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

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

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Sparks Boulevard Capacity Improvement Project	JPMorgan Chase Bank, N.A.	\$11,970.00	\$0

CONTRACTS UP TO \$100,000

CA Group Inc., in the not-to-exceed amount of \$100,000 to provide aid in making funding and need decisions for engineering concept projects.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

Highlights



RTC Provides Free Bus Rides to Star Spangled Sparks on Fourth of July - free transit service was offered to the community on RTC’s RAPID Lincoln Line (4 p.m. to 8 p.m.) and Route 11 (4 p.m. to midnight) to attend Star Spangled Sparks on Monday, July 4, 2022. These RTC transit routes dropped off event goers at RTC CENTENNIAL PLAZA in Victorian Square near The Nugget Casino Resort. This free service was provided to encourage more people to take transit given limited parking availability.

RTC RIDE Key Highlights – June

- Keolis’ President and General Manager met with the Reno/Sparks Chamber of Commerce and attended the U.S. Conference of Mayors, June 3-6, 2022.
- Philip Pumphrey completed the Keolis GM Academy training in Washington D.C.
- 2 Coach Operator trainees released to revenue service
- Hired an additional Manager On Duty (5 total MODs, fully staffed).
- Former dispatcher reinstated after arbitration (6 total dispatchers).
- 5 Coach Operator resignations and 2 terminations.
- Hired 2 Utility Workers (fully staffed).
- Recruitment continues for a Labor Relations Specialist.
- Keolis recruiting participated in two job fairs:
 - June 8, 2022 - 4th Street Station
 - June 15, 2022 – Reno Sparks Convention Center hosted by the Chamber of Commerce
- The Maintenance Department received a Robin Aire 407 A/C Reclaim machine and put the unit into service.



- Maintenance Training received:
 - *Amerex Fire Suppression*
 - *Luminator Destination sign*
- The June Safety Meeting topics included:
 - Driver Complaints with “hot topics”
 - Accident and Incident Patterns
 - ADA compliance regarding lift/ramps deployment, boarding and de-boarding walkers
 - Safety policy; and
 - Drive Cam (LYTX) orientation.
- Organized and held first Keolis Safety Committee meeting.
- Keolis’ Corporate Director of Safety for Reno is working on a Safety and HR alignment process and development plan of new safety initiatives.
- *Driver of the Month Incentive Program* is returning and will be rolled out soon to staff.
- The renovation of the Operator’s breakroom is underway with the installation of the new cabinets in the kitchen area.
- Keolis spent 2 weeks celebrating the “*Keolis Way*” with their staff, customers and RTC. Some of the events included:
 - Hosting a *Meet the Managers* event at 4th Street Station. It was a great turn out with all management and our RTC partners in attendance.
 - 2 Safety Blitz’s were held - one for rollout at Villanova at 3:30AM with donuts and coffee, and another in the afternoon at 4th Street Station with pizza and drinks. Managers were on hand to ensure that drivers were doing their pre and post checks, had proper identification and were leaving on time.
 - Keolis started a new recycling program for paper, plastics, glass and cardboard to help support their “planet” Keolis Way value.
 - We enjoyed a big Hawaiian Luau with a Hawaiian food truck, KONA shaved ice truck and a Hawaiian shirt day for Coach Operators and staff.
 - The HR department also hosted an end of week ice cream social as a “thank you.”



Keolis represented staffing headcount as of June 24, 2022:

Position	Total Employed	Number Needed
Coach Operator Trainees	8	Ongoing
Coach Operators	148	16
Dispatchers	5	0
Road Supervisors	5	0
Mechanic A	5	1
Mechanic B	4	1
Mechanic C	4	0
EV Technician	1	0
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – June Safety

Accidents: 0
Injuries: 1
YTD Preventable Accident Count: 5
YTD Injury Count: 4

June Safety Blitz

- o National Safety Month
- o Pre-Trip, Post-Trip and DVIRs

June 2022 Safety Meeting

- o Bloodborne Pathogens
- o Accident trends
- o Service Animals

Recruitment/Staffing Update

- o 1 new hire started 5/30/2022 but resigned during training
- o 6 new hires started on 6/27/2022. This is MTM’s largest new hire class in the past two years.
- o MTM continues to screen and interviewing about 25 applicants per week.
- o MTM contributes the large applicant pool to the higher starting wage for Drivers.

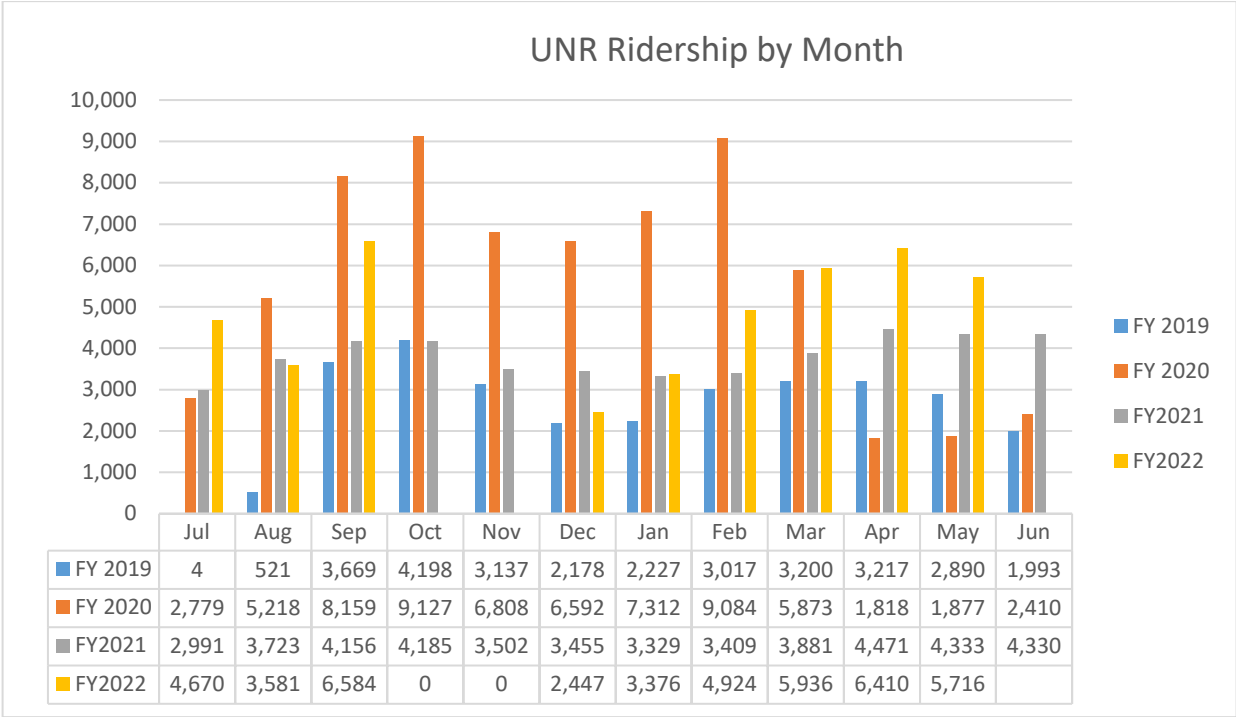
MTM represented staffing headcount as of June 24, 2022:

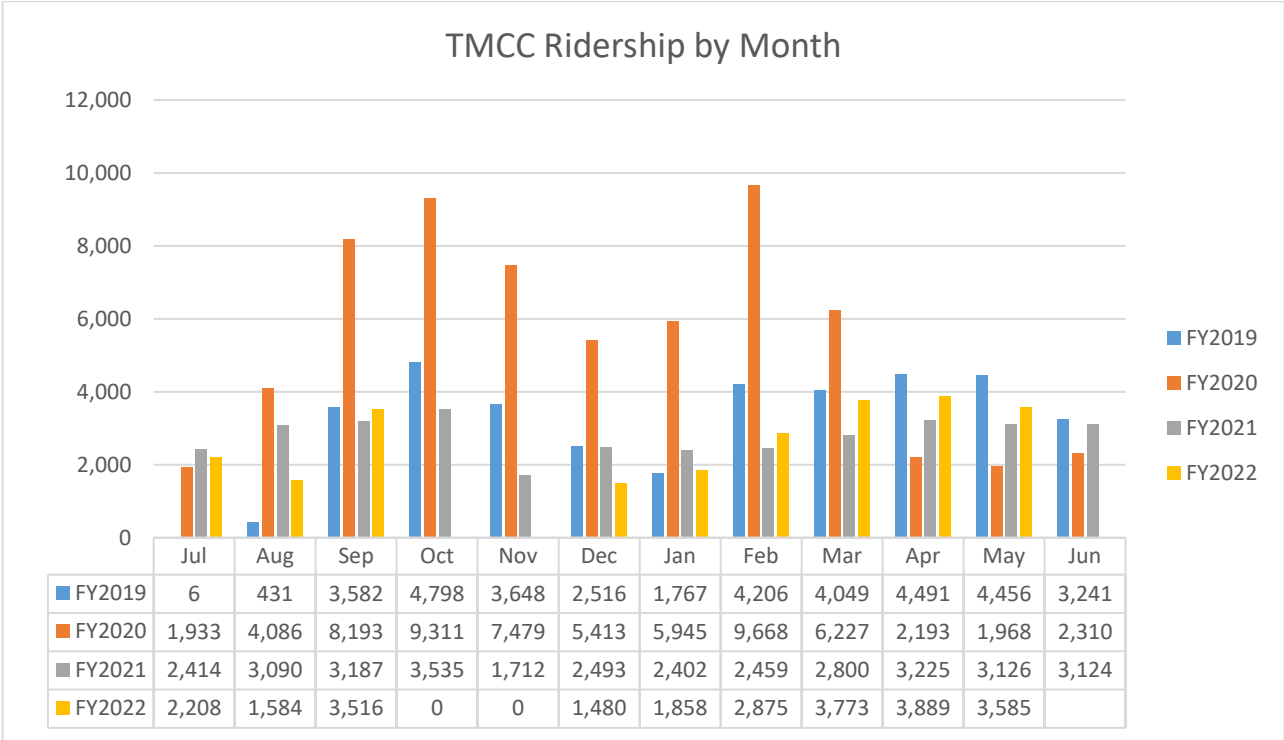
Position	Total Employed	Number Needed
Drivers	35FT – 6PT	21 FT – 0 PT
Dispatchers	5 FT	0
Reservationists	4.5 FTE’s	0
Mechanic A	3 FT	1
Utility Worker	1	0



TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools increased from 322 to 332.
- RTC Washoe’s vanpool program dropped to 8th place in the United States based on passenger trips for NTD reporting in April; however, the program set new highs in passenger trips saved of 49,988 and vehicle miles driven saved of 1,788,691.
- Staff did an interview about vanpools with KOLO 8 the Road Ahead.
- Smart Trips staff supported May’s Bike to Work month by compiling the statistics using the Commute Calendar section of the website. Staff also did the same for RTC’s Commuter Challenge for the month of May with Public Transportation winning for the second year in a row with the most trips reduced.
- The Northern Nevada Transportation Management Association (TMA) will meet again on August 23 at the RTC Administrative Offices to finalize its board and agenda for the kick-off meeting with employers to be held at the TRI Center.
- Ridership numbers from the ED Pass Program through the month of May:

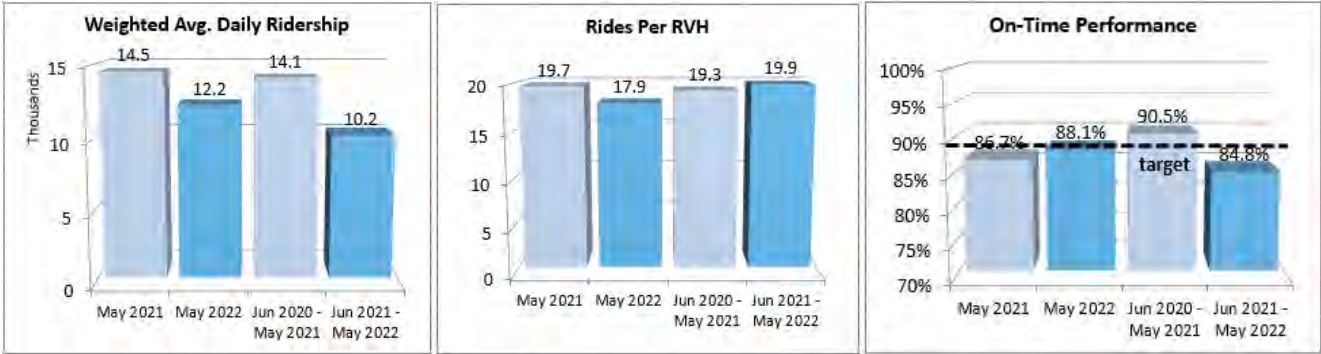




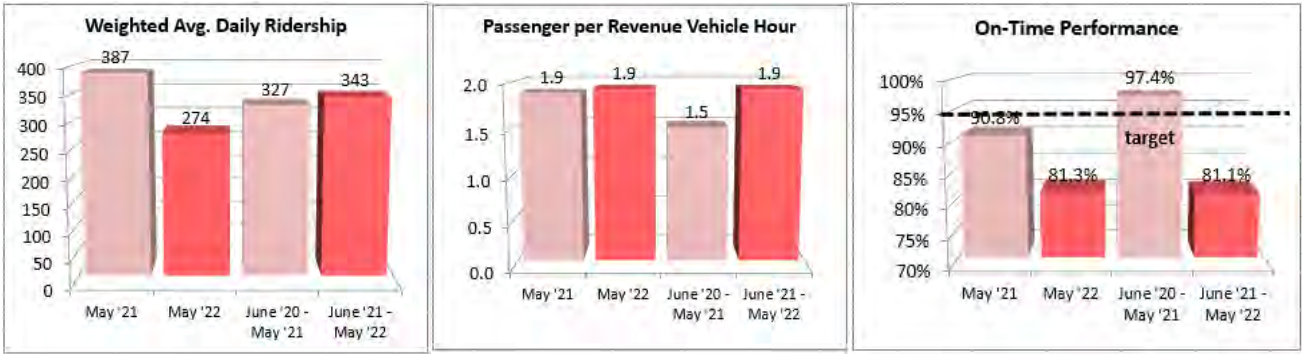
Ridership numbers in October and November of 2021 were impacted by the driver strikes.

MAY 2022 TRANSIT PERFORMANCE

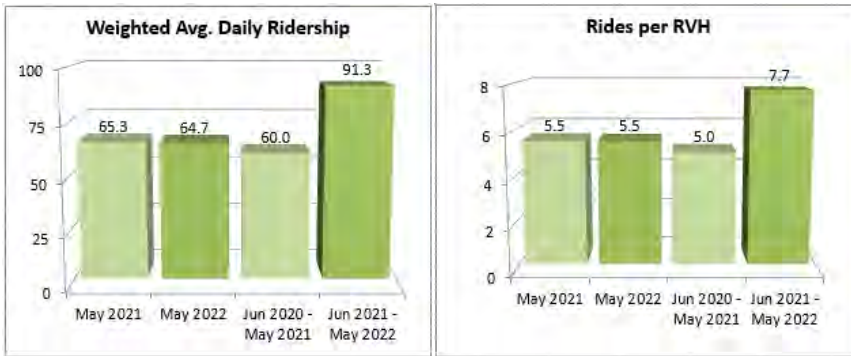
RTC RIDE



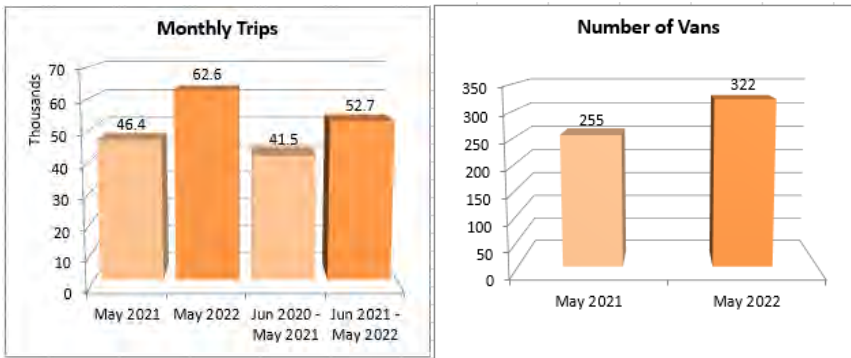
RTC ACCESS



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.5

From: Christian Schonlau, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
2022 Corrective Maintenance Project	July 19, 2022

Request for Proposals (RFP)

There were no Request for Proposals.

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
Sparks Boulevard Improvement – South Phase	Granite Construction Company	6/8/2022	\$11,165,165

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
RTC ACCESS and FlexRIDE Validators	Token Transit	\$37,200
UberX Rides	Uber Technologies	\$50,000
Feasibility Reports for Engineering Concept Projects	CA Group, Inc.	\$100,000

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Terminal Great Room and Elevator Project	Houston Smith Construction	6/24/2022	6-7-8-9	\$19,566	\$2,093,331
Terminal Great Room and Elevator Project	Houston Smith Construction	6/24/2022	12	\$ 3,754	\$2,097,086
HVAC Preventative Maintenance	Trane US, Inc.	7/1/2022	Amend. 1	\$80,244	\$ 244,249



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.6

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

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on July 6, 2022, and elected new officers, acknowledged receipt of a presentation on the McCarran Boulevard Corridor Study, and provided feedback and acknowledged receipt of a report on the Transit Optimization Plans Strategies (TOPS) recommendations and the proposed September RTC RIDE Service Changes.

Technical Advisory Committee (TAC)

The TAC met on July 7, 2022, and elected new officers, acknowledged receipt of a presentation on the McCarran Boulevard Corridor Study, and provided feedback and acknowledged receipt of a report on the TOPS recommendations and the proposed September RTC RIDE Service Changes.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

There has not been a RRIF TAC meeting since the Board previously met.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.7

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a contract with HDR Engineering, Inc., to provide design services and optional engineering during construction for the N. McCarran & Pyramid Hwy Fiber Connectivity project in an amount not-to-exceed \$275,080.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with HDR Engineering, Inc., is for professional design services for the N. McCarran & Pyramid Hwy Fiber Connectivity project in the amount of \$162,315 and optional engineering during construction (EDC) in the amount of \$112,765. The project includes the following items to improve traffic operations and communications for NDOT and City of Sparks:

- New fiber optic connectivity on N. McCarran Blvd. between Rock Blvd & Sullivan Lane
- New fiber optic connectivity Pyramid Way at Nugget Ave., I-80/Victorian Ave., and C St.

HDR Engineering, Inc., was selected from the Traffic Engineering and ITS Qualified List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of HDR Engineering, Inc.'s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the approved FY 2023 budget.

PREVIOUS BOARD ACTION

March 18, 2022	Approved the Qualified Consultant List for Traffic Engineering and ITS Qualified List
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ATTACHMENT(S)

- A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of August 1st, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and HDR Engineering, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected HDR Engineering, Inc. from the Traffic Engineering and ITS shortlist to perform Design and Optional Engineering During Construction Services in connection with the McCarran & Pyramid Hwy Fiber Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. 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.
- 1.3. 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 to F)	\$147,315.00
Design Contingency (Optional) (Task G)	\$15,000.00
Engineering During Construction (Optional) (Tasks H to L)	\$102,765.00
<u>Engineering During Construction Contingency (Optional) (Task M)</u>	<u>\$10,000.00</u>
Total Not-to-Exceed Amount	\$275,080.00

3.3. For any work authorized under Section 2.4, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, “Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Andrew V. Jayankura, P.E., PTOE, RSP₁, or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Will Johnson, P.E., PTOE 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: Brian Stewart, P.E.
Engineering Director
Attn: Andrew V. Jayankura, P.E., PTOE, RSP₁
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)332-2139

CONSULTANT: Will Johnson, P.E., PTOE
Senior ITS Project Manager
HDR Engineering, Inc.
9805 Double R Blvd., Suite 101
Reno, NV, 89521
(720) 483-3990

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HDR ENGINEERING, INC.

By: _____
Craig Smart, PE, Associate Vice President

SAMPLE

EXHIBIT A

SCOPE OF SERVICES FOR THE MCCARRAN BLVD & PYRAMID HWY FIBER PROJECT

INTRODUCTION

1. McCarran Boulevard Project Description
 - Provide fiber connectivity from the intersection of N. McCarran Boulevard @ Rock Boulevard to N. McCarran Boulevard @ Sullivan Lane using Single Mode Fiber Optic (SMFO) cable.
 - With the addition of SMFO the N. McCarran Boulevard and Sullivan Lane intersection can be included into City of Sparks ATMS and removed from City of Reno's System (via. Radio).

2. Pyramid Way Project Description
 - Provide fiber connectivity from the intersections of Pyramid Way at C Street, and Pyramid Way at Nugget Ave to Victorian Avenue at I-80 using SMFO.
 - The SMFO connection will allow City of Sparks remote access to these three existing intersections and allow them to be included into City of Sparks ATMS.

A. **PRELIMINARY AND GENERAL ITEMS (PROJECT MANAGEMENT):**

Invoicing and Progress Reports – CONSULTANT will prepare and submit progress reports, invoices and billing monthly. For the purpose of the cost estimate it was assumed the project would begin in August 2022 and continue through June 2023 requiring nine (9) monthly progress reports, invoices and billing.

Project Management Plan – Within 30 days of NTP, CONSULTANT will develop and provide a management plan to the RTC project manager. The management plans will identify organizational structure and process and include a schedule for budget, tasks, quality control and deliverables.

Quality Management Plan – Within 45 days of NTP, CONSULTANT will develop and provide a quality management plan to the RTC project manager. The quality management plan will identify roles, responsibilities and quality control processes that will govern project deliverables.

Collaboration and Coordination – A kickoff meeting be held at the beginning of the project. It is anticipated that the meeting will consist of members from the RTC; the City of Sparks and the Nevada Department of Transportation (NDOT) and CONSULTANT project team.

Coordination with obtaining NDOT Standard Occupancy Permit – The CONSULTANT will coordinate with NDOT staff to assist with obtaining the Standard Occupancy Permit within NDOT District II ROW. This will include the development of the application submittal and required desk audit to verify the location, forms and plans are accurate and complete to enter and process the Standard Occupancy Permit.

The CONSULTANT will hold an in person project kick-off meeting and hold virtual progress meetings during the course of project. Regularly scheduled bi-weekly project status meetings, no more than a half hour in length, will be conducted between the RTC project manager, CONSULTANT project manager, and as necessary the CONSULTANT project team. Project status meetings may be held in person if in conjunction with other in-person meetings including the 50%, 90% and 100% review meetings. For the purpose of the cost estimate it was assumed that there would be four (4) in person meetings (2 hours in length) and 25 bi-weekly progress meetings (a half hour in length).

The CONSULTANT will coordinate with the RTC project manager and staff and this coordination 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.

The CONSULTANT will coordinate with utility providers and appropriate agencies within the project limits throughout the project. All improvements are anticipated to occur within City of Sparks and Nevada Department of Transportation ROW, requiring no formal public involvement or coordination efforts with adjacent property owners. If coordination with adjacent landowners is required, the CONSULTANT will engage public involvement staff as the needs arise. This will be added scope of work.

The CONSULTANT will conduct a two-hour design workshop during preliminary design with key stakeholders to confirm design elements and approach prior to the completion and submittal of the preliminary design. Key stakeholders will include members from the RTC; the City of Sparks, NDOT and CONSULTANT project team. Meeting notes will be developed and provided as a summary of discussions.

B. Preliminary Design (50%)

1. Existing Conditions and Field Inventory

The CONSULTANT will obtain and review as-built plans provided to them from the RTC, City of Sparks, and NDOT to determine the presence of an existing interconnect systems or related infrastructure improvements projects within the project area.

The CONSULTANT will conduct a field investigation, in conjunction with the in-person kick-off meeting, to visually evaluate and document any existing pull box locations, verify conduit routing, and other interconnect systems within the project area.

2. Utility Investigation / Coordination

Utility Investigation: The CONSULTANT will field investigate and generally locate utilities within the right-of-way and areas reasonably affected by the project improvements. The layout of existing utility and infrastructure will be based on as-builts and mapping provided by the respective utility agencies.

Subsurface Utilities: It is assumed that no Subsurface Utility investigation will be necessary as part of this scope of work. If additional information is necessary, it will be under a separate scope of work. These services will be performed during construction by the contractor prior to the installation of any fiber optic cable.

Utility Coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility agencies 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, of utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Utility Pothole Exploration: It is assumed that no utility pothole exploration will be necessary as part of this scope of work. If additional information is necessary, it will be under a separate scope of work. These services will be performed during construction by the contractor prior to the installation of any fiber optic cable.

Conduit Proofing: It is assumed that no conduit proofing will be necessary as part of this scope of work. If additional information is necessary, it will be under a separate scope of work. These services will be performed during construction by the contractor prior to the installation of any fiber optic cable.

3. Prepare Preliminary (50%) Design Plans and Cost Estimate

Plans and Cost Estimate. Prepare Preliminary (50%) Design Plans, and a Preliminary (50%) Design cost estimate for RTC and Local Government review. The RTC will provide the CONSULTANT with historic bid tabulations to provide a basis for the development of the cost estimate. The

CONSULTANT will also engage an estimator to review the historic bid tabulations and current industry construction and material data to develop the Preliminary (50%) Design cost estimate.

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.

Plans and the Engineer's opinion of probable construction cost estimate will be submitted to the RTC, City of Sparks, NDOT, utility agencies (up to three utility agencies) and other affected parties for review at the 50% design stage of completion per the following:

RTC:

- 1 electronic copy of the 11" x 17" Format 50% Design plans
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate

City of Sparks and NDOT:

- 1 electronic copy of the 11" x 17" Format 50% Design plans
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate

Utility Agencies:

- 1 electronic copy of the 11" x 17" 50% Design plans

The RTC, City of Sparks, NDOT, utility agencies and other affected parties will have a three week period to review the 50% Design submittal and provide comments to the CONSULTANT. The RTC, City of Sparks, NDOT, utility agencies and other affected parties and Quality Control review comments will be incorporated into the 90% Plans and Specifications.

C. Preliminary (90%) Design

1. Prepare Preliminary (90%) Design Plans and Specifications

Plans and Specifications. Prepare Preliminary (90%) Design Plans, an outline of Technical Specifications, and a Preliminary (90%) Design cost estimate for RTC and Local Government review.

Plans, specifications and the Engineer's opinion of probable construction cost estimate will be submitted to the RTC, City of Sparks, NDOT, utility agencies (up to three utility agencies) and other affected parties for review at the 90% design stage of completion per the following:

RTC:

- 1 electronic 11" x 17" Format 90% Design plans
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate
- 1 electronic copy of the Technical Specifications
- 1 electronic Distribution of Review and Comment Form and 50% submittal responses

City of Sparks

- 1 electronic 11" x 17" Format 90% Design plans
- 1 electronic copy of the Technical Specifications
- 1 electronic Distribution of Review and Comment Form and 50% submittal responses

Utility Agencies:

- 1 electronic copy of the 11" x 17" 90% Design plans
- 1 electronic copy of the Technical Specifications
- 1 electronic Distribution of Review and Comment Form and 50% submittal responses

NDOT District 2:

- 1 electronic copy of the of the 11" x 17" 90% Design plans
- 1 electronic copy of the Technical Specifications
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate

The RTC, City of Sparks, NDOT, utility agencies (up to three utility agencies) and other affected parties will have a three week period to review the 90% Design submittal and provide comments to the CONSULTANT. The RTC, City of Sparks, NDOT, utility agencies and other affected parties and Quality Control review comments will be incorporated into the 100% Plans and Specifications.

D. Final (100%) Design

1. Prepare Final Plans and Specifications

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

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

- Cover Sheet
- Abbreviation, Symbols and General Notes Sheets
- Interconnect Plan Sheets (at 1"=40' scale)
- Detail Sheets including trenching, boring and fiber optic splices (scales as noted)

All known, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are shown for information only."

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 will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation.

Plans, specifications, and the Engineer's opinion of probable construction cost estimate will be submitted to the RTC, City of Sparks, NDOT, utility agencies (up to three utility agencies) and other affected parties for review at the 100%, design stage of completion per the following:

CONSULTANT will submit the 100% Design as summarized:

RTC:

- 3 hard copies 11" x 17" 100% Design plans
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate
- 1 electronic copy of the Technical Specifications
- 2 USB Flash Drives with 22" x 34" .pdf of 100% Design plans; engineer's estimate; and technical specifications
- 1 electronic Distribution of Review and Comment Form and 90% submittal responses

City of Sparks and NDOT:

- 2 hard copies 11" x 17" 100% Design plans
- 1 electronic copy of the Engineer's opinion of probable construction cost estimate
- 1 electronic copy of the Technical Specifications
- 2 USB Flash Drives with 22" x 34" .pdf of 100% Design plans; engineer's estimate; and technical specifications
- 1 electronic Distribution of Review and Comment Form and 90% submittal responses

Utility Agencies:

- 1 electronic copy of the 11" x 17" 100% Design plans
- 1 electronic copy of the Technical Specifications
- 1 electronic Distribution of Review and Comment Form and 90% submittal responses

The RTC, City of Sparks, NDOT, utility agencies and other affected parties will have a three week period to review the 100% Design submittal and provide comments to the CONSULTANT. The RTC, City of Sparks, NDOT, utility agencies and other affected parties and Quality Control review comments will be incorporated into the Final Sealed Plans and Specifications.

E. Final Sealed Construction Plan Submittal

CONSULTANT will submit final sealed plans to the RTC and Local Entities as follows:

- RTC, City of Sparks and NDOT: One (1) 11"x17" bond plan set
- RTC City of Sparks and NDOT: One (1) USB Flash Drive containing a PDF copy of the final plans and AutoCAD drawing files
- Final Specification Document Submittal

CONSULTANT will provide:

- One (1) hard copy and one (1) copy in MS Word format of the Contract Documents and Technical Specifications to the RTC and one hard copy to the Local Entities.
- One (1) hard copy and one (1) copy in MS Excel and PDF format of the Final Engineer's Opinion of Probable Construction Costs and Time.
- One (1) hard copy and one (1) copy in MS Excel and PDF format of the 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.

F. 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 Ebid system.

2. Pre-bid Meeting

CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide up to three 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.

G Design Contingency (Optional)

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 RTC Project Manager's written approval.

ENGINEERING DURING CONSTRUCTION SERVICES (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. Optional fee will be reviewed and amended as needed when the RTC authorizes the CONSULTANT for these services. Execution of Engineering During Construction Services (Tasks H – M) shall not proceed without issuance of a notice to proceed from the RTC.

H. Construction Administration (Optional)

CONSULTANT agrees to perform professional and technical engineering services for the construction of the McCarran and Pyramid Fiber Project.

CONSULTANT shall provide one (1) part-time Project Principal Engineer, one (1) part-time Resident Engineer, one (1) part time Inspector, level IV. The Principal Engineer and Resident Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land

Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

CONSULTANT shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of these services, so as not to delay the progress of construction. CONSULTANT shall ensure all HDR personnel provided to work on the project become familiar with the contract documents, including the plans, specifications, special provisions, and any change orders thereto. CONSULTANT shall perform the procedures for field inspection and field testing in accordance with the specifications, plans, and industry standard practice.

CONSULTANT shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current standards for Work Zone Apparel. CONSULTANT shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties as a part-time inspector. CONSULTANT shall provide trucks and cell phones for all personnel who need to perform work outside of the office. Trucks shall be equipped with high intensity flashing yellow strobe lights.

The Resident Engineer assigned will review the activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.

The Consultant will also 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

I. Construction Surveying (Optional)

Consultant shall provide project surveying during construction. Contractor shall give survey team a minimum of 48 hours prior notification when field surveying is requested.

Provide construction staking as follows:

- One set of stakes to determine centerline of the Fiber Optic line.
- One set of offset stakes to the centerline stakes.

J. Construction Inspection (Optional)

CONSULTANT agrees to perform professional and technical engineering services for the construction of the McCarran and Pyramid Fiber Project. CONSULTANT shall verify all work is accomplished in conformance with the plans, specifications, and other contract documents.

CONSULTANT shall provide, one (1) part-time Resident Engineer and one (1) part-time Inspector, level IV. Resident Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

CONSULTANT shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of these services, so as not to delay the progress of construction. CONSULTANT shall ensure all personnel provided to work on the project become familiar with the contract documents, including the plans, specifications, special provisions, and any change orders thereto. CONSULTANT shall perform the procedures for part-time field inspection and field testing in accordance with the specifications, plans, and industry standard practice.

CONSULTANT shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current standards for Work Zone Apparel. CONSULTANT shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, including certification as a Water Pollution Control Manager, inspection, and implementation, of Storm Water Pollution Prevention Plans (SWPPP), testing and inspection. Personnel provided shall be approved by the WCRTC prior to performance of work on this project. CONSULTANT shall provide trucks and cell phones for all personnel who need to perform work outside of the office. Trucks shall be equipped with high intensity flashing yellow strobe lights.

Provide one part time inspector during construction activities. The part time inspector will be present for select construction activities for no more than 2

hours per workday and a 45 working day contract period is 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

K. Construction Materials Testing (Optional)

CONSULTANT shall provide one part time Tester, level III. The Tester shall meet all requirements of NAQTC certifications for Level III. All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field-Testing Technician - Grade I and shall have prior experience working on Public Entity projects.

CONSULTANT shall provide personnel who possess the experience, knowledge, and character to adequately perform the requirements of these services, so as not to delay the progress of construction. CONSULTANT shall ensure all personnel provided to work on the project become familiar with the contract documents, including the plans, specifications, special provisions, and any change orders thereto. CONSULTANT shall perform the procedures for field inspection and field testing in accordance with the specifications, plans, and industry standard practice.

CONSULTANT shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current standards for Work Zone Apparel. CONSULTANT shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties. CONSULTANT shall provide trucks and cell phones for all personnel who need to perform work outside of the office. Trucks shall be equipped with high intensity flashing yellow strobe lights.

Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange

Book) testing requirements and on work completed within NDOT's Right of Way, all work and testing shall comply with the Nevada DOT's Standard Specifications for Road and Bridge Construction, 2014 Edition. 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).

L. Construction As-Built Information (Optional)

As Built Plans will be kept daily by the part-time field inspector to include only the time that they are present on the job and shall be submitted to the RTC at the end of the project. The submittal will be a hard copy of plans with hand notes of all changes and corrections made in the field.

Final summary report will be prepared for the project as required by the RTC. The final report will include the daily inspection reports, field tests and a summary of the laboratory tests performed, and documentation of corrective action in response to non-compliant reports. The "As Built Plans" will be made part of the Final Report. Final report will be reviewed by the Principal Engineer and wet stamped and signed.

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.

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.

M. EDC Contingency (Optional)

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. 7% is presumed adequate at the time of this agreement.

Exhibit B - Schedule of Services

TASK	DESCRIPTION	Project Director	Project Manager	Senior Engineer	Engineering Intern	Project Representative	QA/QC	Administrative	Construction Administrator	Construction Inspector	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		Jim Hanson	Will Johnson	Nicole Jolly	Hannah Nicholas	Jaymee Miller	Laycee Kolkman	Shari Jackson	Rudy Malfrabon	Mike Pendergraft			
Engineer		\$360	\$285	\$150	\$115	\$110	\$255	\$105	\$195	\$180			
A	PRELIMINARY AND GENERAL ITEMS												
	Invoicing		11			22					33		\$5,555.00
	Project Management Plan		4					4			8		\$1,560.00
	Quality Management Plan		8					8			16		\$3,120.00
	Kick-Off Meeting		4								4	\$1,000.00	\$3,340.00
	Progress Meetings (25 meeting - 1 hour per meeting)	4	13	25							42		\$8,995.00
	Utility Coordination		8								8		\$3,180.00
	Street Occupancy Permit Coordination (NDOT)		40								40		\$11,400.00
	Meetings - Design Workshop (2 hours)*		8	16							24	\$1,000.00	\$5,690.00
	Subtotal Hours	4	96	55	0	22	0	12	0	0	189		
	Subtotal Fee	\$1,440.00	\$27,360.00	\$8,250.00	\$0.00	\$2,420.00	\$0.00	\$1,260.00	\$0.00	\$0.00		\$2,000.00	\$42,730.00
B	PRELIMINARY (50%) DESIGN PHASE												
	Preliminary (50%) Design Phase Submittal												
	50% Project Existing Conditions and Field Inventory		8	8					0	0	16		\$3,490.00
	50% Design Topographic and ROW Mapping		4	8	8				0	0	20		\$3,260.00
	50% Design Phase Utility Investigation and Coordination		4	8	8				0	0	20		\$3,260.00
	50% Design Phase Plans*		13	92	64		8				177	\$1,000.00	\$27,995.00
	50% Design Phase Cost Estimate		4	8	7				24	0	40		\$7,760.00
	Subtotal Hours	0	33	124	82	0	10	0	24	0	273		
	Subtotal Fee	\$0.00	\$9,405.00	\$18,600.00	\$9,430.00	\$0.00	\$2,550.00	\$0.00	\$4,680.00	\$0.00		\$1,000.00	\$45,665.00
C	PRELIMINARY (90%) DESIGN PHASE												
	Preliminary (90%) Design Phase Submittal												
	90% Design Phase Plans*		4	60	40		8		0	0	112	\$1,000.00	\$17,780.00
	90% Design Phase Specifications		8	40	16		4		0	0	68		\$11,140.00
	90% Design Phase Construction Cost Estimate		4	8	8		2		10	0	32		\$5,720.00
	Subtotal Hours	0	16	108	64	0	14	0	10	0	212	\$1,000.00	\$34,640.00
	Subtotal Fee	\$0.00	\$4,560.00	\$16,200.00	\$7,360.00	\$0.00	\$3,570.00	\$0.00	\$1,950.00	\$0.00		\$1,000.00	\$34,640.00
D	FINAL (100%) DESIGN PHASE												
	Final 100% Design Phase Submittal												
	100% Design Phase Plan*		4	24	12		8		0	0	48	\$1,000.00	\$9,160.00
	100% Pre-Final Submittal		2	11	8		4		2	0	27		\$4,550.00
	100% Final Submittal		8	8	8		2		2	0	22		\$3,590.00
	Subtotal Hours	0	8	43	28	0	14	0	4	0	97		
	Subtotal Fee	\$0.00	\$2,280.00	\$6,450.00	\$3,220.00	\$0.00	\$3,570.00	\$0.00	\$780.00	\$0.00		\$1,000.00	\$17,300.00
E	FINAL SEALED CONSTRUCTION PLAN SUBMITTAL												
	Final Sealed Construction Plan Submittal			8	4				0	0	12		\$1,660.00
	Subtotal Hours	0	0	8	4	0	0	0	0	0	12		
	Subtotal Fee	\$0.00	\$0.00	\$1,200.00	\$460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,660.00
F	BIDDING SERVICES												
	Bidding Services							8	0	0	8		\$840.00
	Plan Set and Specification Distribution		4	4					0	0	8		\$1,740.00
	Pre-bid Meeting		4	4					0	0	8		\$2,740.00
	Bid Opening*		4	4					0	0	8	\$1,000.00	\$5,320.00
	Subtotal Hours	0	8	8	0	0	0	8	0	0	24	\$1,000.00	\$5,320.00
	Subtotal Fee	\$0.00	\$2,280.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$840.00	\$0.00	\$0.00		\$1,000.00	\$5,320.00
G	DESIGN CONTINGENCY (Optional)												
	Design Contingency											\$15,000.00	\$15,000.00
	Subtotal Hours	0	0	0	0	0	0	0	0	0	0		
	Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$15,000.00
H	CONSTRUCTION ADMINISTRATION (Optional) (Assumed 45 days for construction)												
	Construction Administration		4	0	0					45	49		\$9,240.00
	Subtotal Hours	0	4	0	0	0	0	0	0	45	49		
	Subtotal Fee	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,100.00			\$9,240.00
I	CONSTRUCTION SURVEYING (Optional) (Assumed 45 days for construction)												
	Construction Surveying		4	0	0					50	54	\$17,625.00	\$27,765.00
	Subtotal Hours	0	4	0	0	0	0	0	0	50	54		
	Subtotal Fee	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00			\$27,765.00
J	CONSTRUCTION INSPECTION (Optional) (Assumed 45 days for construction)												
	Construction Inspection		4	0	0				20	135	159		\$29,340.00
	Subtotal Hours	0	4	0	0	0	0	0	20	135	159		
	Subtotal Fee	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,900.00	\$24,300.00			\$29,340.00
K	CONSTRUCTION MATERIALS TESTING (Optional) (Assumed 45 days for construction)												
	Construction Materials Testing		4	0	0					45	49	\$19,575.00	\$28,815.00
	Subtotal Hours	0	4	0	0	0	0	0	0	45	49		
	Subtotal Fee	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,100.00			\$28,815.00
L	CONSTRUCTION AS-BUILT INFORMATION (Optional) (Assumed 45 days for construction)												
	Construction As-Built Information		1	0	0				8	32	41		\$7,605.00
	Subtotal Hours	0	1	0	0	0	0	0	8	32	41		
	Subtotal Fee	\$0.00	\$285.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00	\$5,760.00			\$7,605.00
M	EDC CONTINGENCY (Optional) (Assumed 45 days for construction)												
	EDC Contingency											\$10,000.00	\$10,000.00
	Subtotal Hours	0	0	0	0	0	0	0	0	0	0		
	Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$10,000.00
	Total Basic Services Hours (Tasks A-F)	4	161	346	178	22	38	20	38	0	807		
	Total Basic Services Fee (Tasks A-F)	\$1,440.00	\$45,885.00	\$51,900.00	\$20,470.00	\$2,420.00	\$9,690.00	\$2,100.00	\$7,410.00	\$0.00		\$6,000.00	\$147,315.00
	Design Contingency Hours (Task G)	0	0	0	0	0	0	0	0	0	0		

*Airfare, lodging and meals for attendance at kick-off meeting

*Airfare, lodging and meals for attendance at Design Workshop

*Airfare, lodging and meals for attendance at 50% review meeting.

*Airfare, lodging and meals for attendance at 90% review meeting.

*Airfare, lodging and meals for attendance at 100% review meeting.

*Airfare, lodging and meals for attendance at Bid Opening

*MAPCA - Construction Survey Subcontractor

*Construction Materials Engineering (CME) - Materials Testing Subcontractor

Exhibit "B"

Design Contingency Fee (Task G)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00
Optional Construction Services Hours (Task H-L)	0	17	0	0	0	0	0	28	307	352		
Optional Construction Services Fee (Task H-L)	\$0.00	\$4,845.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,460.00	\$55,260.00	\$37,200.00	\$102,765.00	\$102,765.00
EDC Contingency Hours (Task M)	0	0	0	0	0	0	0	0	0	0		
EDC Contingency Fee (Task M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
Total (Basic, Contingency and Optional Construction Services Hours (Task A-M))	4	178	346	178	22	38	20	66	307	1,159		
Total (Basic, Contingency and Optional Construction Services Fee (Task A-M))	\$1,440.00	\$50,730.00	\$51,900.00	\$20,470.00	\$2,420.00	\$9,690.00	\$2,100.00	\$12,870.00	\$55,260.00	\$206,880.00	\$43,200.00	\$ 250,080.00

Project Tasks	McCarran/Pyramid Fiber Projects	2022												2023																																															
		August			September			October			November			December			January			February			March			April			May			June			July			August																							
		1st	8th	15th	22nd	29th	5th	12th	19th	26th	3rd	10th	17th	24th	31st	7th	14th	21st	28th	5th	12th	19th	26th	2nd	9th	16th	23rd	30th	6th	13th	20th	27th	3rd	10th	17th	24th	31st	7th	14th	21st	28th																				
		Preliminary (50%) Design												Preliminary (90%) Design												Final (100%) Design												Bidding Services												Post Design Services											
Project Management	NTP and Kick-Off Meeting	★																																																											
	Project Management Plan	★																																																											
	Quality Management Plan	★																																																											
	Project Meetings and Coordination	■																																																											
	As Built and Aerial Mapping Review	■																																																											
	Topographic and Right of Way Survey	■																																																											
	Utility Investigation and Locating	■																																																											
Preliminary (50%) Design	Preliminary Design (50%)	■																																																											
	Preliminary Design (50%) Review Workshop	★																																																											
	QA/QC of Preliminary Design (50%)	★																																																											
	Submittal of Preliminary Design (50%)	★																																																											
	Review by RTC, City of Sparks, NDOT & Utility Agencies	★																																																											
	50% Design Review Meeting	★																																																											
Preliminary (90%) Design	Preliminary (90%) Design	■																																																											
	QA/QC of Preliminary (90%) Design	■																																																											
	Submittal of Preliminary (90%) Design	■																																																											
	Review by RTC, City of Sparks, NDOT & Utility Agencies	■																																																											
	Preliminary (90%) Design Review Meeting	■																																																											
Final (100%) Design	Final (100%) Design	■																																																											
	QA/QC of Final (100%) Design	■																																																											
	Submittal of Final (100%) Design	■																																																											
	Review by RTC, City of Sparks, NDOT & Utility Agencies	■																																																											
	Final (100%) Design Review Meeting	■																																																											
	Incorporate 100% comments and Submit Final Plans	■																																																											
Bidding Services	Pre Bid Meeting	■																																																											
	Bid Question Response	■																																																											
	Bid Opening	★																																																											
Post Design Services	Optional Construction Services	■																																																											

- Key Date ★
- Deliverable ★
- Bi-Weekly Coordination Meeting ■

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

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.8

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a contract with Headway Transportation, LLC, to provide design services and optional engineering during construction for the Traffic Signal Installations 23-01 project in an amount not-to-exceed \$448,840.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Headway Transportation, LLC, is for professional design services for the Traffic Signal Installations 23-01 project in the amount of \$276,440 and optional engineering during construction (EDC) in the amount of \$172,400. The project includes the following items:

- New Traffic Signal at the intersection of Moana Lane/Baker Lane
- Modifications to Traffic Signal Operations at the intersection of Prater Way/4th Street (Sparks)
- RRFB Installation or Geometric Improvements at the intersection of Sparks Blvd/Mesa Meadows
- Intersection Control Evaluation Analysis at the interchange of US 395 at Red Rock Road

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

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (“Agreement”) is dated and effective as of August 1, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Headway Transportation, LLC from the Traffic Engineering shortlist to perform traffic analysis and design services in connection with the Traffic Signal Installations 23-01 project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Headway Transportation, LLC statement of qualifications. 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 2.1.A to 2.1.D)	\$218,320.00
Optional Services (Task 2.1.E)	\$8,120.00
Design Contingency (Task 2.1.F)	\$50,000.00
Optional Construction Services (Task 2.1.G to 2.1.K)	\$162,400.00
Construction Contingency (Task 2.1.L)	\$10,000.00
Total Not-to-Exceed Amount	\$448,840.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Andrew Jayankura or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Loren Chilson or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Andrew Jayankura, P.E
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-2139

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

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC

By: _____
Loren E. Chilson, Principal

SAMPLE

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **TRAFFIC SIGNAL INSTALLATIONS 23-02 PROJECT**

2.1 DESIGN SERVICES

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

- New traffic signal system at Moana Lane/Baker Lane
- Traffic signal interconnect for Moana Lane/Baker Lane
- Traffic signal modification and minor intersection modifications at Prater Way/4th Street (City of Sparks) to remove north/south split phasing
- Intersection modifications at Sparks Blvd/Mesa Meadows to add an RRFB system or adjust the left turn pockets
- Intersection Control Evaluation (ICE) study for the US 395/Red Rock Road interchange

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 agencies/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 performed throughout this project to keep owners apprised of the project and address access to their personal sites.
3. CONSULTANT will organize and attend up to four (4) coordination meetings.

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

1. Intersection Control Evaluation (ICE) for US 395/Red Rock Road Interchange

CONSULTANT will perform a study comparing and contrasting traffic signals, roundabouts, and major interchange reconfigurations (tight diamond, DDI, SPUI, etc.) to identify the preferred intersection control type for interim and long-term (20 to 30+ year) functionality of the interchange. The Virginia Street, US 395 southbound ramps, US 395 northbound ramps, Silver Lake Road, and Trail Drive intersections will be included in the traffic operations analysis and comparison of alternatives. Work will include: traffic volume forecasting, alternatives development, consideration of park & ride lot, consideration of bridge replacement timeline, consideration of construction phasing based on timing of surrounding developments, preliminary layout for up to five

(5) reasonable alternatives (10% design level), identification of major cost items, identification of significant issues for construction, statement of benefits and challenges, consideration of safety, aesthetics, multi-modal accommodation, and other factors. Provide a Draft ICE report outlining the analysis and presenting a recommendation for the preferred interim and long-term interchange configuration.

Coordinate review and input with the RTC, NDOT and City of Reno, incorporate agency comments, and provide a Final ICE report.

2. Evaluation of Sparks Blvd/Mesa Meadows Intersection

CONSULTANT will perform a basic study of the Sparks Blvd/Mesa Meadows intersection to determine the improvements that should be made. The evaluation will consider the need for an RRFB system based on NDOT RRFB guidelines, pedestrian refuge area, elimination of one crossing, additional adjustment to turn pockets, visibility/ sight line concerns, landscape impacts, landscape ownership/maintenance responsibility by HOA, and related factors.

Provide a draft memorandum report outlining the analysis and presenting a recommendation for the intersection and crosswalk configuration. Coordinate review and input with the RTC and City of Sparks, incorporate agency comments, and provide a final memorandum report.

3. Investigate Existing Conditions and Field Inventory

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

4. Topographic Survey

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

5. Subsurface Utility Investigation/Depiction

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

Potholing is not included in this scope of work.

6. Utility Coordination

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

7. Right-of-Way and Easements

CONSULTANT will conduct a Boundary Survey of existing right-of-way and easement information and identify where existing and new equipment may be or need to be located outside existing right-of-way/easements. If right-of-way or new easements are to be acquired, CONSULTANT will provide up to ten (10) title reports, legal descriptions/exhibits, and supporting items. CONSULTANT will not be required to set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map.

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

8. Plans, Specifications, and Estimates (50% & 90%)

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.

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

CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

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

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

Deliverables:

Electronic copies of plans in PDF format to each reviewing agency and the RTC.

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 Modification Plan Sheets
- Traffic Signal Plan Sheets
- Pedestrian Ramp Grading
- Signing & Striping Plan 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, up to six 11"x17" sets to the local agencies, and one 11"x17" set each to utility agency or other affected parties
- 90% Specifications – One set each to RTC and the local agency(s)
- 100% Plans – One 11"x17" set each to RTC and the local agency(s)
- 100% Specifications – One set each to RTC and the local agency(s)
- Final Working Plan Set – One 11"x17" set each to RTC and the local agency(s)
- Final Working Specification Document – One set each to RTC and the local agency(s), 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 project.

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 Procureware system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening & Award Support. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

2.1.E. Public Information Meeting (Contingent)

1. Facilitate one (1) public information meeting, using an on-line format during the project. Conduct outreach to area residents and business/property owners (up to 8 hours total with individual property owners) and community groups. Attend and present at one (1) Neighborhood Advisory Board meeting.

2.1.F. Design Contingency

1. Contingency.

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

TASKS 2.1.G-2.1.L CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

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

2.1.G Contract Administration (Optional)

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

2.1.H. Construction Surveying (Optional)

1. Provide construction staking services at the project locations.

2.1.I. Inspection (Optional)

1. Provide Inspector. Provide one full-time inspector during all construction activities. **8-hour workdays and an 80 working day contract period** are anticipated. The 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, if applicable

- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

2.1.J. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. **100 hours** of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

2.1.K. As-Built Information (Optional)

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

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

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

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

2.1.L. Construction Contingency

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

SAMPLE

Exhibit B



Exhibit B - Schedule of Services

Traffic Signal Installations 23-01

Date: 06/15/2022

	Principal II 250	Associate II 190	Senior Engineer II 170	Engineer II 150	Engineer 140	Admin 90	Contingency	ODCs/SUBS \$	Task Total
TASK 2.1 A-F DESIGN SERVICES									
Task 2.1.A - Project Management									
Project Coordination	12	20				10			\$ 7,700
Utility Coordination		16							\$ 3,040
Meetings (4 meetings)	8	8		8					\$ 4,720
									\$ 15,460
Task 2.1.B - Preliminary Design (50% & 90%)									
ICE Study for US 395/Red Rock Road	40	40	120	40	100				\$ 58,000
Evaluation of Sparks Blvd/Mesa Meadows	4	10	10	10					\$ 6,100
Investigate Existing Conditions and Field Inventory		16		16					\$ 5,440
Topographic Survey		8					\$30,000		\$ 31,520
Subsurface Utility Investigation/Depiction		8		12					\$ 3,320
Utility Coordination		8		12					\$ 3,320
Right-of-Way and Easements		16					\$20,000		\$ 23,040
Plans, Specifications, and Estimate	24	120		120					\$ 46,800
									\$ 177,540
Task 2.1.C - Final Design									
Prepare Final Plans and Specifications	16	60		40					\$ 21,400
Final Engineer's Opinion of Probable Construction Costs and Time	2	8							\$ 2,020
									\$ 23,420
Task 2.1.D - Bidding Services									
Plan Set and Specification Distribution		4							\$ 760
Pre-bid Meeting		2							\$ 380
Bid Opening & Award Support		4							\$ 760
									\$ 1,900
Hours	106	348	130	258	100	10			
Design Totals	\$26,500	\$66,120	\$22,100	\$38,700	\$14,000	\$900	\$0	\$50,000	\$ 218,320
Task 2.1.E - Public Information Meeting (Optional)									
Facilitate Public Information Meetings	8	12	12	12					\$ 8,120
Task 2.1.F - Design Contingency							\$50,000		\$50,000
TASK 2.1 G-L CONSTRUCTION SUPPORT SERVICES									
Task 2.1.G - Contract Administration (Optional)									
	10	80		10		10			\$ 20,100
Task 2.1.H - Construction Surveying (Optional)									
								\$25,000	\$ 25,000
Task 2.1.I - Inspection (Optional)									
				580				\$12,000	\$ 93,200
Task 2.1.J - Materials Testing (Optional)									
								\$13,000	\$ 13,000
Tasks 2.1.K - As-Built Information (Optional)									
		20		10					\$ 5,300
Hours	10	100	0	20	580	10			
Construction Totals	\$2,500	\$19,000	\$0	\$3,000	\$87,000	\$900	\$0	\$50,000	\$ 162,400
Task 2.1.L Construction Contingency							\$10,000		\$10,000
Project Total w/ Options and Contingency									\$ 448,840

Exhibit B



2022 STANDARD BILLING RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal II	\$250
Principal	\$230
Senior Associate II	\$210
Senior Associate I	\$200
Associate II	\$190
Associate	\$180
Senior Engineer / Planner II	\$170
Senior Engineer / Planner	\$160
Inspector	\$150
Engineer / Planner II	\$150
Engineer / Planner	\$140
Technician	\$120
Administrative Assistant	\$90

Auto Mileage @ current IRS rate

Other Direct Costs @ cost plus 10%

PROJECT SCHEDULE

Traffic Signal Installations 23-01

TASK	DESCRIPTION	2022										2023											
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
	DESIGN SERVICES																						
2.1.A	Project Management				M	M			M		M												
2.1.B	Preliminary Design (50% & 90%)					ICE	50%		90%														
2.1.C	Final Design											100%											
	Right-of-Way Acquisition																						
2.1.D	Bidding Services											BID	OPEN										
2.1.E	Public Information Meeting (ICE) - Optional						☐																
	CONSTRUCTION SUPPORT SERVICES																						
2.1.G	Contract Administration																						
2.1.H	Construction Surveying																						
2.1.I	Inspection																						
2.1.J	Materials Testing																						
2.1.K	As-Built Information																						

- M Coordination Meeting
- ICE ICE Target Completion Date

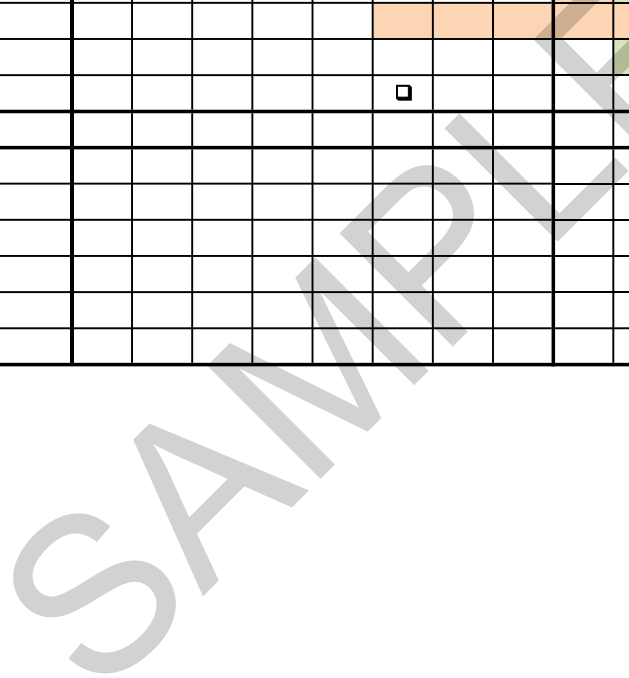


Exhibit C

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

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and

employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.9

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) to conduct a Before and After Study within the City of Reno's Micromobility Pilot Project on 5th Street and Virginia Street in downtown Reno in an amount not-to-exceed \$111,650.

BACKGROUND AND DISCUSSION

The City of Reno's Micromobility Pilot Project aims to improve access and connectivity for residents and visitors through micromobility-specific infrastructure in Reno's downtown. Micromobility refers to a range of small, lightweight vehicles such as bicycles or scooters that typically operate at speeds of less than 20 mph and are driven by the user including bicycles, e-bikes, and electric scooters. The pilot project installed micro-mode specific infrastructure such as buffered bicycle lanes, cycle tracks, bicycle signal heads, bicycle boxes, a protected intersection, and more along 5th Street from Keystone Avenue to Evans Avenue and along Virginia Street from downtown Reno to Midtown.

Measuring the before and after multimodal traffic performance of this pilot project is essential to understanding how the micromobility-specific infrastructure improves safety and facilitates movements for both micromobility and other road users. The traffic performance measures identified for this study include multimodal traffic volumes and speeds, usage of the installed micromobility facilities, user compliance with traffic control devices, and conflicts between vehicles, pedestrians and micromobility road users.

The study will be a technical, data driven evaluation utilizing current standards and practices for transportation movements within the pilot project area. The findings from the study will be summarized in a report presenting the collected data and user behavior trends in the context of different project features.

FISCAL IMPACT

Appropriations are included in the approved FY 2023 budget.

ATTACHMENT(S)

A. Interlocal Cooperative Agreement

**MICROMOBILITY PILOT PROJECT LIDAR STUDY
INTERLOCAL COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is made and entered into on July 15, 2022, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

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

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

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

WHEREAS, the purpose of this Agreement is to conduct a before and after study of the City of Reno Micromobility Pilot Project; and

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

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

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

A. RTC agrees to:

1. To reimburse UNIVERSITY in an amount not-to-exceed \$111,649.85. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to ensure adherence to project standards, specifications, and criteria.
4. In furtherance of University’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or

presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services and deliverables identified in Exhibit A, including the Final Analysis Report.
2. To invoice the RTC periodically, though not more often than monthly, in a total amount not-to-exceed \$111,649.85. Each invoice shall identify the direct and indirect costs incurred for the applicable billing period. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt each invoice. The final invoice shall become due upon RTC acceptance of the Final Analysis Report.
2. The term of this Agreement shall be from July 15, 2022 to April 1, 2023.
3. The performance period of this Agreement is July 15, 2022 to November 30, 2022.
4. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

Dr. Hao Xu, PhD.
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-1232
Fax: (775) 784-1390
E-mail: zongt@unr.edu

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

If to RTC: Dale Keller, P.E., Engineering Director
c/o Sara Going, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
Fax: (775) 348-0170
E-mail: sgoing@rtcwashoe.com

6. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
7. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
11. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
12. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
16. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
17. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

18. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
20. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
21. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
22. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
23. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

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

By

Bill Thomas, AICP, Executive Director

By

Charlene Hart
Associate VP, Research Administration

Before-after Study with LiDAR for the Reno Micro-mobility Pilot Program

UNR Service Scope

To

RTC Washoe

UNR Contact: Hao Xu, Ph.D., P.E., haox@unr.edu, 775-784-6909

1 PROBLEM DESCRIPTION

The Micromobility Pilot Project aims to improve access and connectivity for residents and visitors through micromobility-specific infrastructure in Reno's downtown. Micromobility refers to a range of small, lightweight vehicles such as bicycles or scooters that typically operate at speeds of less than 20 mph and are driven by the user ([Micromobility Pilot Project web page](#)). The pilot project installed facilities such as bike rails, reduced lane widths, cycle tracks, lane closures, restriping, protected intersections, and more along 5th Street from Keystone Avenue to Evans Avenue and along Virginia Street from downtown Reno to Midtown.

Measuring the before-after multimodal traffic performance of this pilot project is essential to understanding how the micromobility-specific infrastructure improves safety and facilitates micromobility road users. The traffic performance includes multimodal traffic volumes, usage of the installed micromobility infrastructures, vehicles and micromobility road users' speeds, conflicts between vehicles, vehicles and other road users, and pedestrians and micromobility roadusers.

2 SCOPE OF WORK

2.1 Study Zone

UNR will collect traffic data with LiDAR sensors at the following nine intersections (shown in Figure 1). Further details for each intersection are also noted in the list below.

- 1) Virginia St & Mill St: Where bike lanes start between the roadside parking and sidewalk
- 2) Virginia St & Truckee River Walk: Busy crossing pedestrians/bikes/skateboards
- 3) Virginia St & 2nd: Dedicated bicycle phase
- 4) Virginia St & Commercial Row: Side-street stop, uncontrolled pedestrian crossings
- 5) Virginia St & 4th St: Signalized intersection with permanent LiDAR installed
- 6) Virginia St & 5th St: Signalized intersection with permanent LiDAR installed
- 7) 5th St & Arlington Ave: Protected intersection for micromobility
- 8) 5th & Ralston St: All-way stop control
- 9) 5th St & Keystone Ave: Bike route moves onto 5th Street; the 5th Street bike lanes begin/end on the east of this intersection

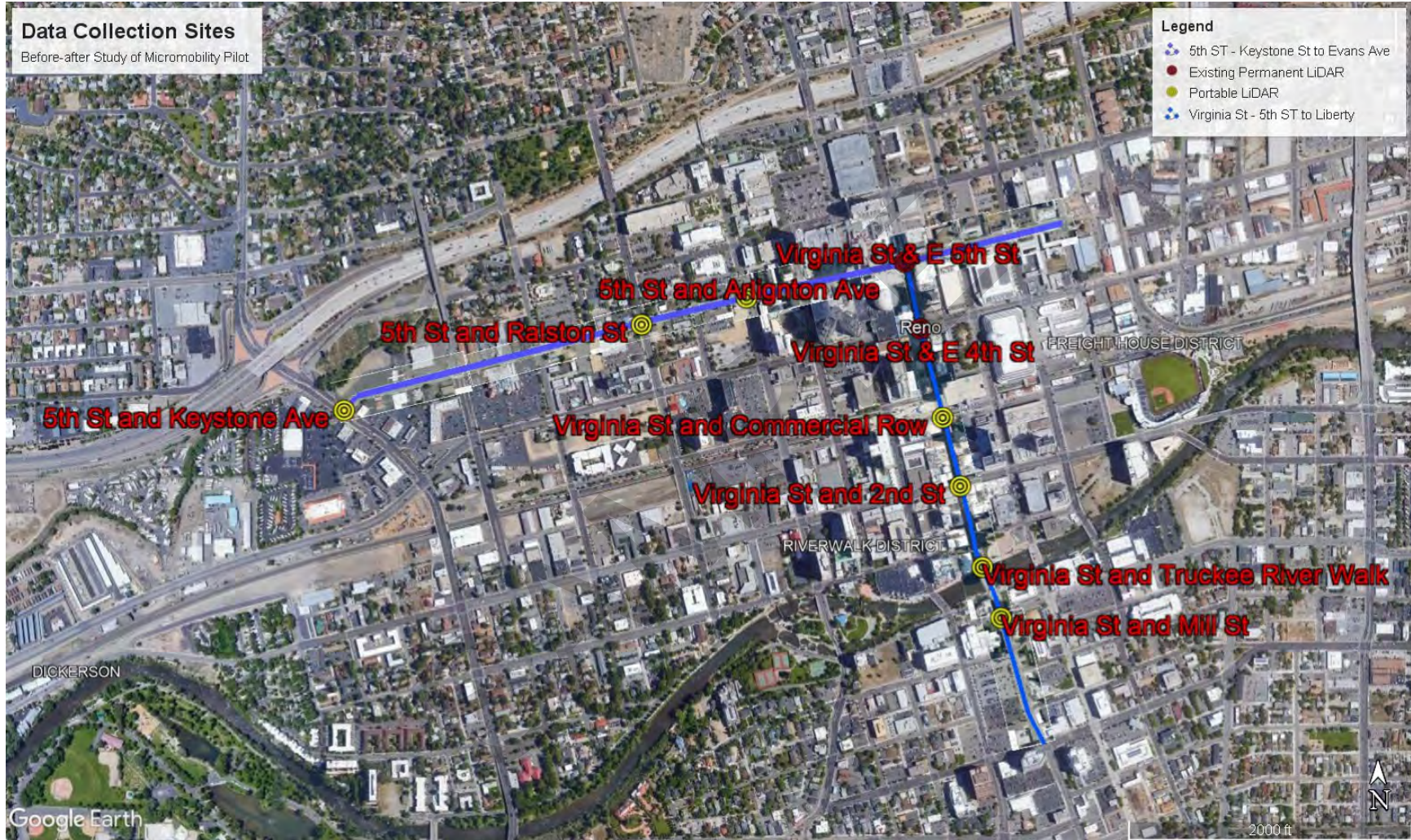


Figure 1 Map of data collection sites

2.2 Data Collection and Analysis

UNR will collect at least 3-days (two weekdays and one weekend day) data at each intersection in three rounds as follows:

1. Before conditions data collection (early May, the data has been collected)
2. After conditions data collection in the summer (early July),
3. After conditions data collection during the fall (early September) when UNR is back in session

The data will be collected with LiDAR sensors to generate all-traffic trajectories. The weekdays' data collection will occur Monday & Tuesday or Thursday & Friday, and the weekend day data collection will occur Saturday or Sunday. The before and after data collection at the same site will be performed on the same weekdays. For the after-data collection, sensors will be set at Virginia St intersections on the same days and be installed at 5th St intersections on the same days. UNR will report the following multimodal traffic information based on LiDAR trajectories:

- 1) Multimode traffic volumes (vehicles, bicycles, scooters, and pedestrians)
- 2) Speeds (percentile speeds and speed distribution)
- 3) Locations of each mode within the right of way (maps)
- 4) Assessing conflicts between road users at different intersection configurations
- 5) Signal compliance (UNR will export the log data traffic signal controllers and extract the start and end timestamps of each phase's green time for signal compliance evaluation)

2.3 Project Deliverables

The data to be delivered will include:

- 1) GIS data files of all-traffic trajectories
- 2) Lane, sidewalk, and crosswalk-based multimodal traffic volumes – vehicles, bicycles, scooters, and pedestrians (UNR will classify vehicles, pedestrians, bikes, and scooters based on object dimensions and speeds)
- 3) Compare volumes of bikes and scooters in bike lanes and sidewalks
- 4) Lane-based speeds of vehicles and speeds of bikes & scooters at the selected intersections
- 5) Conflict events of conflicting movements at the intersections
- 6) Any other special events identified by reviewing all-traffic trajectories in GIS
- 7) A before-after study report for the Micromobility Pilot Program

UNR will prepare a report that incorporates all the before-after study results.

3. Schedule

UNR will submit all the service deliverables to RTC Washoe by November 30, 2022.

4. Project Team

Dr. Hao Xu will serve as the PI of this service project, and **Trevor Whitley** will be the co-PI for field data collection, processing, trajectory analysis, and traffic performance studies.

4. Budget

The service budget is \$111,649.85 for data collection and analysis at the nine intersections for 3-day before, 3-day after in summer, and 3-day after in fall. The budget details are listed in Table 1.

Table 1 Service Budget

Employee Type	Fringe Rate	Budget
Professional Overload (w/o retirement)	0.50%	4500.00
Total Professional/Postdoc		4500.00
Classified Personnel	42.30%	50000.00
Total Salaries		54500.00
Fringe Benefits-Manual Entry		21,172.50
Total Salaries & Fringe		75,672.50
Materials and Supplies		800.00
Total Direct Costs		76,472.50
F&A Rate		46%
Modified Total Direct Costs		76,472.50
Facilities & Admin Costs (F&A)		35,177.35
Total		111,649.85



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.10

From: Dale Keller, P.E., Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR), Civil Engineering Department, for the UNR Pavement/Materials Cooperative Research Program in an amount not-to-exceed \$200,000.

BACKGROUND AND DISCUSSION

This cooperative agreement (see Attachment A) provides funding for the UNR Pavement/Materials Program to perform research and improve efficiency in the design and construction of roadway pavements in Washoe County. The UNR Engineering Department Pavement/Materials Program is a leading pavement research institution and the pavement and materials research they provide through this ongoing program improves long-term performance and the cost effectiveness of RTC road projects and the region's pavement network. This valuable local resource has allowed the RTC to implement the latest technological innovations and maximize the benefit of advances in materials for our unique local conditions. Staff will coordinate research efforts with Reno, Sparks and Washoe County.

FISCAL IMPACT

Appropriations are included in the FY 2023 Budget.

PREVIOUS BOARD ACTION

August 21, 2020 Approved the eighth two-year cooperative agreement for the UNR Pavement/Materials Program.

ATTACHMENT(S)

- A. Professional Services Agreement

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of July __, 2022, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called the RTC, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called the UNIVERSITY.

WITNESSETH:

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

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

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

WHEREAS, the purpose of this Agreement is for the RTC to provide funding to the UNIVERSITY to perform certain research and engineering support activities critical to the design and construction of long lasting regional streets and highways in Washoe County, Nevada; and

WHEREAS, the RTC and the UNIVERSITY have been entering into substantially similar biennial agreements since 2003.

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

ARTICLE I - UNIVERSITY AGREES:

1. To perform the tasks, and provide the deliverables, identified in Exhibit A, within the agreed upon budget attached as Exhibit B.

2. To invoice the RTC quarterly for reimbursement of direct and indirect costs in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the first year through June 30, 2023, not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the second year through June 30, 2024, and not to exceed Two Hundred Thousand and 00/100

Dollars (\$200,000.00) overall. The UNIVERSITY will provide supporting documentation that the work performed conforms to the description of the tasks and deliverables.

3. To complete all tasks, and provide all deliverables, pursuant to schedules agreed to by the RTC, but no later than June 30, 2024.

ARTICLE II - RTC AGREES:

1. To provide funding to the UNIVERSITY upon the receipt of valid quarterly invoices. The total amount to be provided to the UNIVERSITY shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) annually and Two Hundred Thousand and 00/100 Dollars (\$200,000.00) overall.

2. To allow the UNIVERSITY to observe, review, and inspect associated pavement engineering related projects with the understanding that the UNIVERSITY will report all items of concern to the RTC's Project Manager.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2024.

2. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided prior to termination in an amount equal to the percentage of the task and deliverable completed prior to termination.

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

FOR RTC:

Dale Keller, P.E., Engineering Director
Attn.: Scott Gibson, PE, Project Manager
Regional Transportation Commission

1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
E-mail: bstewart@rtcwashoe.com

FOR UNIVERSITY:

TECHNICAL MATTERS: Dr. Peter Sebaaly
Pavements/Materials Program
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-6565
E-mail: psebaaly@unr.edu

CONTRACTUAL MATTERS: Thomas Landis
Grants and Contracts Manager
Office of Sponsored Projects/325
University of Nevada, Reno
Phone: (775) 784-4040
E-mail: tlandis@unr.edu

4. Reserved.

5. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.

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

party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

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

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

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

12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

14. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying

at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

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

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

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

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

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

21. This Agreement, including the program elements to be incorporated herein per Article I, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this

Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

APPROVED AS TO LEGALITY & FORM:

RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

Neoma Jardon, Chair

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

Karim Hussein
Director, Sponsored Projects

Exhibit A

Task A: Assess the Implementation of Percent within Limit Specification

In 2015, the PES program developed a percent within limit (PWL) specification for the Nevada DOT. The PWL was based on extensive research effort that related AC mixtures volumetric properties to pavement performance. The PWL system has been incorporated into NDOT's specifications in **402.05.02 Plantmix Progress Payment Adjustment**. The PWL system includes the following properties of the plant-produced AC mix:

- Gradation: percent passing on sieves 1/2" for Type 2C, 3/8" for Type 2, #4, #10, and #200.
- Asphalt binder content.
- In-place density
- The PWL_{Overall} for a given lot of AC mix will be determined by the following:
$$\text{PWL}_{\text{Overall}} = 0.25 \times \text{PWL}_{\text{Gradation}} + 0.33 \times \text{PWL}_{\text{Bitumen Ratio}} + 0.42 \times \text{PWL}_{\text{In-Place Density}}$$
- The Pay Factor (PF) for each lot of AC mix will be determined by the following:

$$\text{PF} = 55 + (0.5 \times \text{PWL}_{\text{Overall}})$$

- The Progress Payment Adjustment (PPA) for each lot will be the dollar amount (rounded to the nearest dollar), positive or negative, and will be determined by the following:

$$\text{PPA} = \left(\frac{\text{PF} - 100}{100} \right) \times L \times C$$

Where: PF = Pay Factor for each lot of the plant-produced AC mix
L = Tonnage amount per lot.
C = Bid price per ton of the plant-produced AC mix

This task will sample plant-produced AC mixtures from RTC projects and conduct the required testing to implement the NDOT's PWL system as described in item **402.05.02 Plantmix Progress Payment Adjustment**. The outcome of this task will be a summary report of the measured properties along with the determined PWLs, PFs, and PPAs for every lot of the plant-produced AC mix sampled from each RTC project.

Task B: Percent Passing #200 Sieve Specification Assessment

The objective of this task is to evaluate the influence of reducing the amount of material passing the #200 sieve (p200) on the durability performance of AC mixtures designed following the current RTC mix design method and gradation specifications (Orange Book Section 200.02). Samples of virgin materials and plant-produced AC mixtures from RTC projects will be obtained to prepare laboratory mixtures per the mix design of each project and with reduced p200. The lab- and plant-produced AC mixtures will be subjected to the following tests to evaluate durability:

- Moisture Sensitivity (TSR) test
- Resistance to rutting in the Hamburg Wheel Tracking Test
- Resistance to cracking in the Ideal CT test

A technical report will be prepared summarizing the influence of p200 on mixture performance of the lab- and plant-produced AC mixtures along with the appropriate analyses to propose revised Section 200.02 p200 gradation limits to improve AC mixture durability.

Task C: Quality Assurance of Slurry Mixtures

This task will be conducted as collaboration with a current research project funded by NDOT's Maintenance Division. The objective of this task is to develop a system for determining the various components of the field produced slurry seal and microsurfacing mixtures. Typically, a mix design

Exhibit A

is specified for slurry seal and microsurfacing mixtures in terms gradation, emulsion content, and water content. However, there is not a process to confirm the compliance of the field produced slurry mixtures with the requirements of the mix design. This task will develop the following:

- Field sampling procedure to obtain representative field produced slurry mixtures
- A process to extract the water, emulsion, and aggregate from the slurry mixture
- Test to determine the gradation of the extracted aggregate
- Test to determine the amount of water in the slurry mixture
- Test to determine the amount emulsion in the slurry mixture
- Test to determine the amount asphalt residue in the slurry mixture

A technical guide will be prepared to describe the entire system and how it should be used for the quality assurance of the field produced slurry mixture.

Task D: Technical Assistance

The objective of this task is to provide technical assistance to RTC on pavements/materials technical issues that may arise during the period of the 2020-2022 Agreement. One activity currently planned is to evaluate the relative performance of slurry seals applied at multiple time frames, i.e., three, five and seven years after construction.

Exhibit B

Budget and Justification

SAMPLE



University of Nevada, Reno
Research & Innovation

ENGINEERING

Revised 6/22/2022

PREPARED BY Brett Shirey
 PRINCIPAL INVESTIGATOR Peter Sebaaly, Elie Hajj, Adam Hand
 PROJECT TITLE Washoe RTC Pavement Technology

AWD # _____
 GR# _____
 INFOED# 2200968

Employee Type		Budget
LOA - All	11.50%	
Total LOA		0.00
Professional Faculty (Acad./Admin)	32.30%	20980.00
Overload (w/o retirement)	0.50%	
Postdoctoral	32.30%	
Total Professional/Postdoc		20980.00
Graduate Assistants	13.90%	82800.00
Classified Personnel	42.30%	
Hourly Wages	0.50%	
Total Salaries		103780.00
Fringe Benefits-Manual Entry		18286.00
Total Salaries & Fringe		122066.00
Travel		
Materials and Supplies		6812.00
Services		
Rentals-Off Site Facilities		
Participant Support		
Subawards first \$25,000		
Subawards over \$25,000		
Total Subawards		0.00
Tuition & Fees		11208.00
Fellowships and Scholarships		
Capital Equipment		
Other Fixed Assets		
Total Direct Costs		140086.00
Modified Total Direct Costs		128878.00
Facilities & Admin Costs (F&A)		59914.00
Total		200000.00

BUDGET JUSTIFICATION

RTC of Washoe County

Pavement Technology

The University of Nevada, Reno is on an 8-month academic and 4-month summer calendar schedule.

Senior Personnel: \$103,780

Principal Investigator. \$13,377. The commitment of PI (Peter E. Sebaaly) is throughout the project duration. Based on an hourly rate of \$139.35 and a total of 96 hours for a total summer salary of \$13,377. Total UNR PI salary request for the project is **\$13,377**.

Co-Principal Investigator. \$2,995. The commitment of Co-PI (Elie Y. Hajj) is throughout the project duration. Based on an hourly rate of \$93.61 and a total of 32 hours for a total summer salary of \$2,995. Total UNR Co-PI salary request for the project is **\$2,995**.

Co-Principal Investigator. \$4,608. The commitment of Co-PI (Adam Hand) is throughout the project duration. Based on an hourly salary of \$115.19 and a total of 40 hours for a total summary salary of \$4,608. Total UNR Co-PI salary request for the project is **\$4,608**.

Graduate Assistants. \$82,800. Two graduate research assistants will dedicate time to the project over the project duration. The wage requested is for 0.43 FTE each year or \$1,700/month in Year 1 and \$1,750/month in Year 2. Total wages requested for two graduate assistants is **\$82,800** [(\$1700/month x 1 year x 2 graduate assistants) + (\$1,750/month x 1 year x 2 graduate assistants)] for the project.

Fringe: \$18,286

Fringe rates for the University of Nevada, Reno are based on approved DHHS rates. The rate for the PI and Co-PIs is 32.3% of requested salaries. The rate for graduate assistants is 13.9% of requested wages (PI and Co-PIs: **\$6,777**; Graduate Assistants: **\$11,509**).

Other Direct Costs: \$18,020

Materials and Supplies. \$6,812. Costs include required lab supplies, shipping, consumables, and testing. Estimated total is \$3,406 each year or **\$6,812** (\$3,406/year x 2 years) for the project period. *Estimated costs are based on vendor and historical costs.*

Tuition Remission. \$11,208. Tuition is required on all assistantships at UNR. Considering an average course load of 12 credits per year, the estimated tuition rate is \$2,736 in Year 1 (\$228/credit); and \$2,868 in Year 2 (\$239/credit). Total tuition cost is **\$11,208** [(\$2,736+\$2,868) x 2 graduate assistants]. *Tuition cost per credit is projected to increase at 5% annually. Tuition costs are excluded from the F&A base.*

Total Direct Costs: \$140,086

Indirect Costs: \$59,914

The University of Nevada, Reno has an approved, federally negotiated facilities and administrative cost rate for on-campus research of 45.5% (01/01/22-06/30/22); 46.0% (07/01/22-06/30/23); and 47.0% (07/01/23-12/31/26) on Modified Total Direct Costs (MTDC), excluding tuition costs. MTDC base is \$128,878.

Total Funding Request: \$200,000

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 4.11

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED Pass Program in the amount of \$200,000.

BACKGROUND AND DISCUSSION

The ED Pass program allows all University of Nevada, Reno and Truckee Meadows Community College students, faculty and staff to ride all RTC fixed route services by showing the driver their school ID. Since its inception, ridership at both schools has increased. In May 2022, ridership at UNR increased by 32% over May of last year (2021), and ridership at TMCC increased over 15% compared to last May. Approval of the Cooperative Agreement (ICA) with the Nevada Department of Transportation will allow the RTC to receive funding for the ED Pass Program. The current Transportation Act provides funding for all modes of transportation under which the ED Pass Program is eligible for ninety-five percent (95%) federal funds and five percent (5%) RTC funds. This agreement authorizes the state to utilize \$200,000 in CMAQ funds to reimburse the RTC for 95% of program related expenses. The remaining 5% of the expenses are paid by the RTC as the required local match for these federal funds. The project is included in the current Regional Transportation Improvement Program (RTIP).

FISCAL IMPACT

The reimbursable not-to-exceed amount is \$200,000.

PREVIOUS ACTIONS BY BOARD

July 16, 2021 Approved the Interlocal Cooperative Agreement to provide funding to the RTC for implementation of the ED Pass Program.

ATTACHMENT(S)

- A. Interlocal Agreement between Nevada Department of Transportation and RTC

Agreement Number PR216-22-063

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, 1105 Terminal Way, Reno, NV 89502, hereinafter called the "RTC".

WITNESSETH:

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

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

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

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

WHEREAS, the purpose of this Agreement is to provide funding to the RTC for the implementation of the ED PASS Grant Program which will provide transit passes to all University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC) students, faculty and staff, hereinafter called the "PROJECT;" and

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

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the ED PASS Program to be provided by the RTC shall be of benefit to the DEPARTMENT, the RTC, and to the people of the State of Nevada; and

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

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

ARTICLE I - RTC AGREES

1. To provide the DEPARTMENT with an analysis of student, faculty, and staff commuting needs, program design and implementation, ongoing program evaluation and consulting, bus pass subsidy program newsletters and mass mailings, print/radio/TV promotion, community education programs, student and university target marketing, flex-fare transit programs, and coordinated transportation programs.

2. To bill the DEPARTMENT upon completion of the PROJECT for actual PROJECT costs (with supporting documentation) of which ninety-five percent (95%) of CMAQ funds of the eligible PROJECT costs will be reimbursed not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) per year. The RTC is responsible for the five percent (5%) match of Ten Thousand and No/100 Dollars (\$10,000.00) per year. The RTC shall provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

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

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

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

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

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

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

1. Withholding of payments to the RTC under this Agreement until the RTC complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors shall include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The RTC shall include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The RTC shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the RTC becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the RTC may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the RTC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund ninety-five percent (95%) of the PROJECT with CMAQ funds, estimated to be and not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) per year.
2. To establish and maintain a budget for the ED PASS Program PROJECT. This budget shall be maintained by the Multimodal and Program Development (MPD) Division of the DEPARTMENT, and all invoices shall be submitted to the Multimodal and Program Development (MPD) Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including September 30, 2023.
2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Sondra Rosenberg, Assistant Director, Planning
Nevada Department of Transportation
Division: Multimodal and Program Development
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7440
Fax: 775-888-7202
Email: srosenberg@dot.nv.gov

FOR RTC:

William A. Thomas, Executive Director
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Phone: (775) 335-1826
Fax: (775) 348-3240
Email: bthomas@rtcwashoe.com

5. The RTC's match will be calculated as the applicable percentage of the total PROJECT costs eligible for Federal funding, plus all costs not eligible for Federal funding.

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

7. The RTC agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

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

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

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

RTC of Washoe County

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

William A. Thomas, AICP, Executive Director

Kristina Swallow, Director

Approved as to Legality and Form

DocuSigned by:
Shane Chesney
D05162A5E4B2415

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 5.1

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 82nd Session of the Nevada Legislature.

BACKGROUND AND DISCUSSION

In the 2021 Legislative Session, Assembly Bill 343 authorized the regional transportation commissions in a county whose population is 100,000 or more (currently Clark and Washoe Counties) to request, for each regular session of the Legislature, the drafting of one legislative measure which relates to matters within their scope. The request must be submitted to the Legislative Counsel on or before September 1 preceding the regular session.

Michael Hillerby of Kaempfer Crowell, Ltd. is RTC's government affairs representative and will present legislative measures and issues that could be considered during the 82nd Session of the Nevada Legislature in order to receive direction from the Board.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 5.2

From: Mark Maloney, Director of Public Transportation & Operations

RECOMMENDED ACTION

Approve the FY 2023-2027 Transit Optimization Plan Strategies (TOPS).

BACKGROUND AND DISCUSSION

Development of the FY 2023-2027 Transit Optimization Plans Strategies (TOPS) began on July 14, 2021, and when approved, will serve as the operating and capital business plan to guide transit service delivery over the next five years. Specific tasks performed by the consulting team included:

- Review of existing public transit services
- Review of performance standards for evaluation of service
- Peer review
- Strategies for retaining and attracting new riders
- Technology review and recommendations
- Development of RIDE, ACCESS, and FlexRIDE service recommendations

As part of the development of the TOPS project, an aggressive public participation process was conducted. This process included feedback from an RTC board workshop, in person events, and two web-based surveys. This process resulted in the formulation of the final set of recommendations which reflect the following guiding principles:

Equitable & Accessible Ridership: We will grow RTC ridership in a manner that improves equity and ensures that passengers retain access to RTC's services.

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

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

Financial Sustainability: We will continuously improve the cost efficiency of our services while promoting the economic development and prosperity of our region.

FISCAL IMPACT

There is no fiscal impact with this board action. Capital and operating costs will be reflected in annually updated budgets.

PREVIOUS BOARD ACTIONS:

April 15, 2022	Received a report of the status of the TOPS process focusing on service recommendations for RIDE, ACCESS, and FlexRIDE.
Mar 18, 2022	Received an update on planned efforts to rebuild public transportation 2023-2027 Transit Optimization Plan Strategies (TOPS) study process based on input received at the Board's workshop in January 2022.
Dec 17, 2021	Received a report on the FY 2022-2026 Transit Optimization Plan Strategies (TOPS) for discussion and possible direction.
May 21, 2021	Approved an agreement with Transportation Management & Design Inc., (TMD) for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430.
Nov 20, 2020	Authorized a Request for Proposals (RFP) for the selection of Professional Services for the 2023-2027 Transit Optimization Plan Strategies (TOPS) study.

ATTACHMENT(S)

- A. FY 2023-2027 Transit Optimization Plan Strategies (TOPS) document



**TRANSPORTATION
OPTIMIZATION PLAN
STRATEGIES (TOPS)**

2023-2027

DRAFT

BOARD OF DIRECTORS



Neoma Jardon

RTC Chair
City of Reno



Ed Lawson

RTC Vice Chair
City of Sparks



Bob Lucey

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Washoe County



Hillary Shieve

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Mayor of Reno



Vaughn Hartung

Commissioner
Washoe County



Kristina Swallow

Ex-officio
NDOT Director

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INTRODUCTION

Purpose of TOPS

The Transit Optimization Plan Strategies (TOPS) serves as the basis for changes to RTC’s public transportation services over the next five years (FY23-FY27). It also sets out the work plan for RTC’s Public Transportation Division during this period. This planning document is updated every five years and is coordinated with the long-range Regional Transportation Plan.

The plan development process included the following components:

- Review of demographics and transportation needs in the Truckee Meadows region
- Analysis of existing public transportation services operated by RTC
- Peer review of similar agencies and industry best practices
- Community engagement on needs and priorities
- Definition of Goals and Performance Metrics
- Development of Service Recommendations
- Five-year Implementation Plan

In addition to the components above, during this plan cycle the following additional items were addressed:

- Strategies for retaining and attracting new riders
- Technology review and recommendations
- Customer service review and recommendations
- Potential public-private partnerships

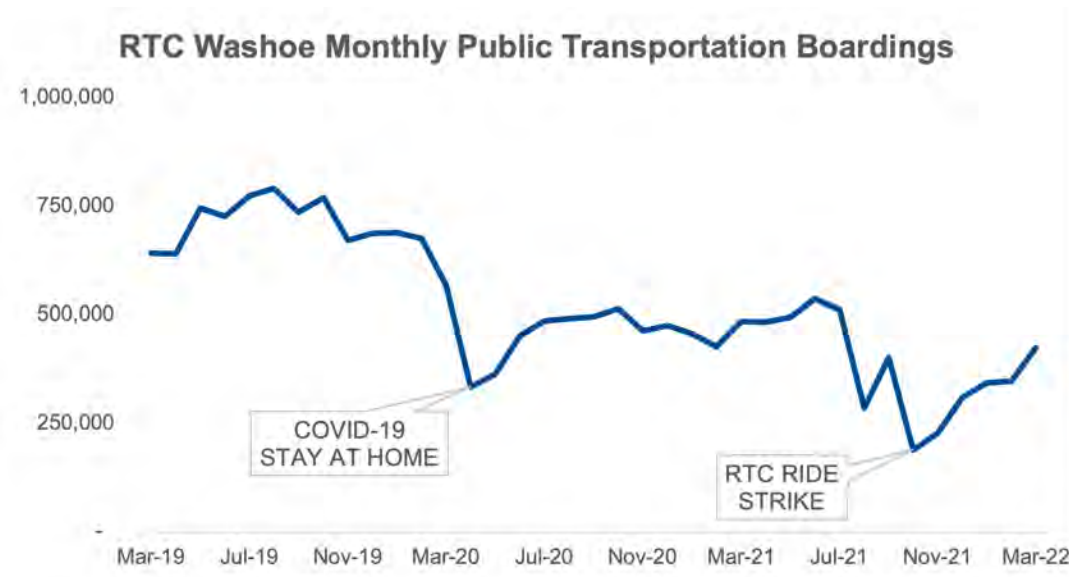
Impacts of the COVID-19 Pandemic

During this plan development, it was necessary to address the impacts of the COVID-19 on public transportation service in the Truckee Meadows area. The plan development was adjusted to address this in the following ways:

- ✓ Public transportation ridership was analyzed both before (Fall 2019) and during the pandemic (Spring 2021)
- ✓ Recent changes to travel patterns were analyzed using anonymized cell phone data
- ✓ Community engagement shifted to online methods

As show in Figure 1, RTC’s public transportation services experienced a 48% decrease in usage during the early days of the pandemic, but have since returned to 66% of pre-pandemic levels. The sharp decrease in ridership during the pandemic and slow recovery has been a trend with transit agencies across the country. The RTC recovery was additionally slowed by multiple transit worker strikes in 2021. This plan assumes that ridership will continue to recover during the plan period, though the rate is uncertain.

Figure 1 - RTC Washoe Monthly Public Transportation Boardings



MARKET ASSESSMENT

It is important to identify any gaps in the existing and future transit system. The market assessment included an analysis of existing demographics to determine how the current routes serve areas with the highest transit needs. This included looking at the general population, employment, and trip densities as well as specific demographic markets which are more likely to use transit.

It is also helpful review local and regional plans which may help inform where transit is needed in the future. Understanding future land use plans is key to identifying how transit can help support future development. Other transportation plans were also reviewed to see which projects been previously planned and the role of transit in the general transportation system.

Transit Demand Potential

To develop a more complete picture of transit demand, 10 key demographic factors were compiled into a single map showing the potential for transit in each census block group. These factors were:

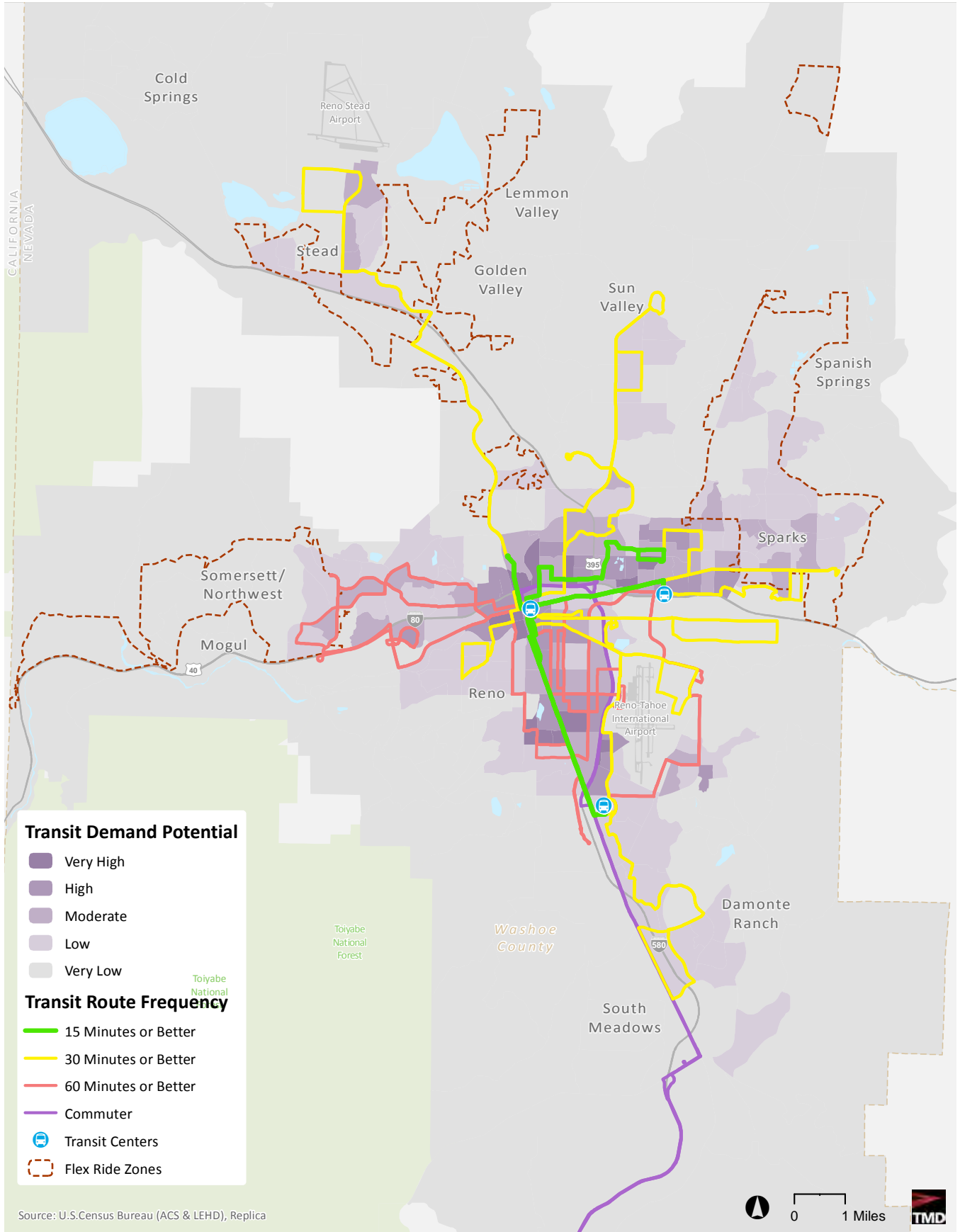
- ✓ Population
- ✓ Jobs
- ✓ All Trip Activity
- ✓ Youth Residents
- ✓ College-Aged Residents
- ✓ Low-Income Individuals
- ✓ Senior Residents
- ✓ Minority Residents
- ✓ Persons with Disabilities
- ✓ Zero-Vehicle Households

Each factor was equally weighted and indexed to determine relative potential. Figure 2 shows demand from “Very High” to “Very Low”. Areas with “Very High” and “High” demand potential merit fixed-route bus service at RTC’s higher frequencies. Areas with “Moderate” and “Low” demand would merit lower frequency service or potentially the FlexRIDE microtransit service. Areas with “Very Low” potential would not merit transit service unless serving a specific need or destination.

In general, the areas with highest demand are currently served by fixed-route service. There are some areas to the west of Downtown Reno and the east of Centennial Plaza which merit additional frequency. The area west of the airport may also merit additional frequency on corridors parallel to Virginia Street.



Figure 2 - Transit Demand Potential Map



Planned Development

This TMRPA Truckee Meadows Regional Plan ties to together the future land use planning for Reno, Sparks and unincorporated areas of Washoe County. The plan includes the designation of the Truckee Meadows Service Area Boundary (TMSA), which defines the areas are eligible to receive municipals services and infrastructure.

The Washoe County Consensus Forecast shows that population and jobs are projected to grow between 2018 and 2038. Population is projected to grow by 106,823 residents (23.6%) and employment is projected to grow by 80,578 jobs (26.5%). The new housing needed to accommodate this growth is projected to be 43,207 units.

The adopted plan allocated 25% of the new development inside the McCarran Loop. Additional residential development would take place within planned greenfield developments on the edges of the TMSA. The plan designates development intensity tiers from “Mixed Use Core” through “Rural Area” outside of the TMSA. Fixed-route bus service would be most compatible with the Mixed-Use Core and Tier 1 land designations. Tier 2 may merit on-demand service depending actual density and destinations. Figure 3 shows the areas of the TMSA by land use designation. The Mixed Use Core areas include Downtown Reno, Sparks along 4th Street/Prater, Virginia Street from UNR to Meadowood Mall. In general, these are mirror where investment have been made in Bus Rapid Transit and high frequency bus service. There are Tier 1 corridors which follow 395 north of UNR to Stead and along Virginia Street to Damonte Ranch. Other Tier 1 land designation include the area around Reno Airport, areas within the McCarran Loop, and Sun Valley. It will be important to consider these corridors and areas when making recommendation for changes to fixed-route and microtransit services.



RTC Washoe 2050 Regional Transportation Plan

The most recent Regional Transportation Plan for Washoe County was adopted in early 2021 and covers transportation improvements to 2050. The plan uses the 2017 Short-Range Transit Plan as a basis for the transit recommendations included in the plan. Listed below are the operating and capital recommendations:

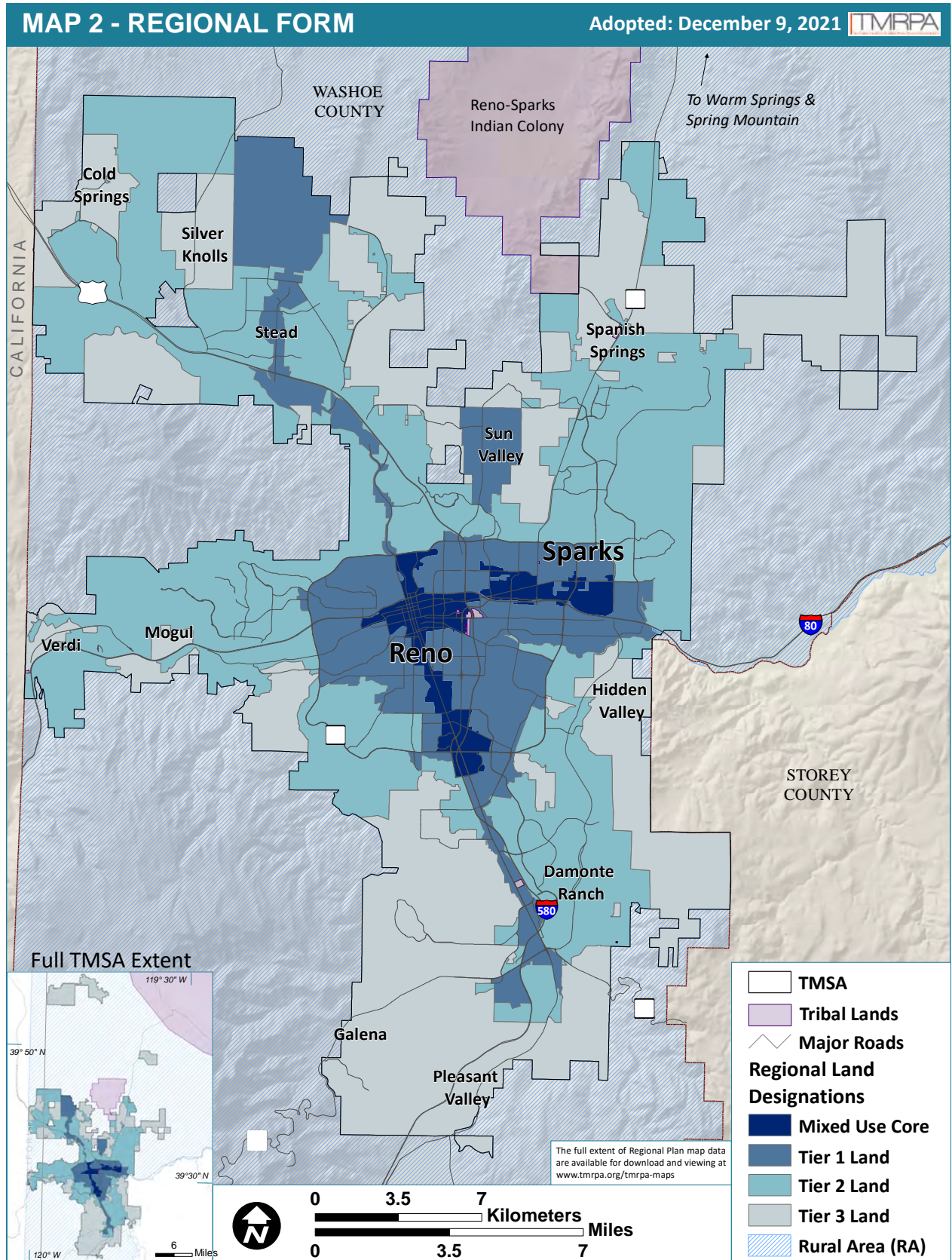
OPERATING RECOMMENDATIONS

- Reallocation of service hours to achieve greater efficiency.
- Increase service hours to high ridership corridors where feasible.
- Expand FlexRIDE Program.
- Increase subsidy and expand eligibility for taxi bucks/Washoe Senior Ride Program.
- Continuation of grant program for not-for-profit transportation services, as identified in the Coordinated Human Services.

CAPITAL RECOMMENDATIONS

- Expand RTC 4TH Street Station to construct four additional bus bays, electric bus chargers, and parking spaces.
- Installation of electric bus charging infrastructure at RTC Centennial Plaza Station.
- Upgrade the northbound Virginia Line station at Peppermill to provide full ADA accessibility, additional seating capacity, and full RAPID amenities.
- Bus stop accessibility improvements throughout the region, in support of the ADA Transition Plan.
- Park and ride facilities to support RTC Vanpool passengers.

Figure 3 - TMRPA Regional Form Map



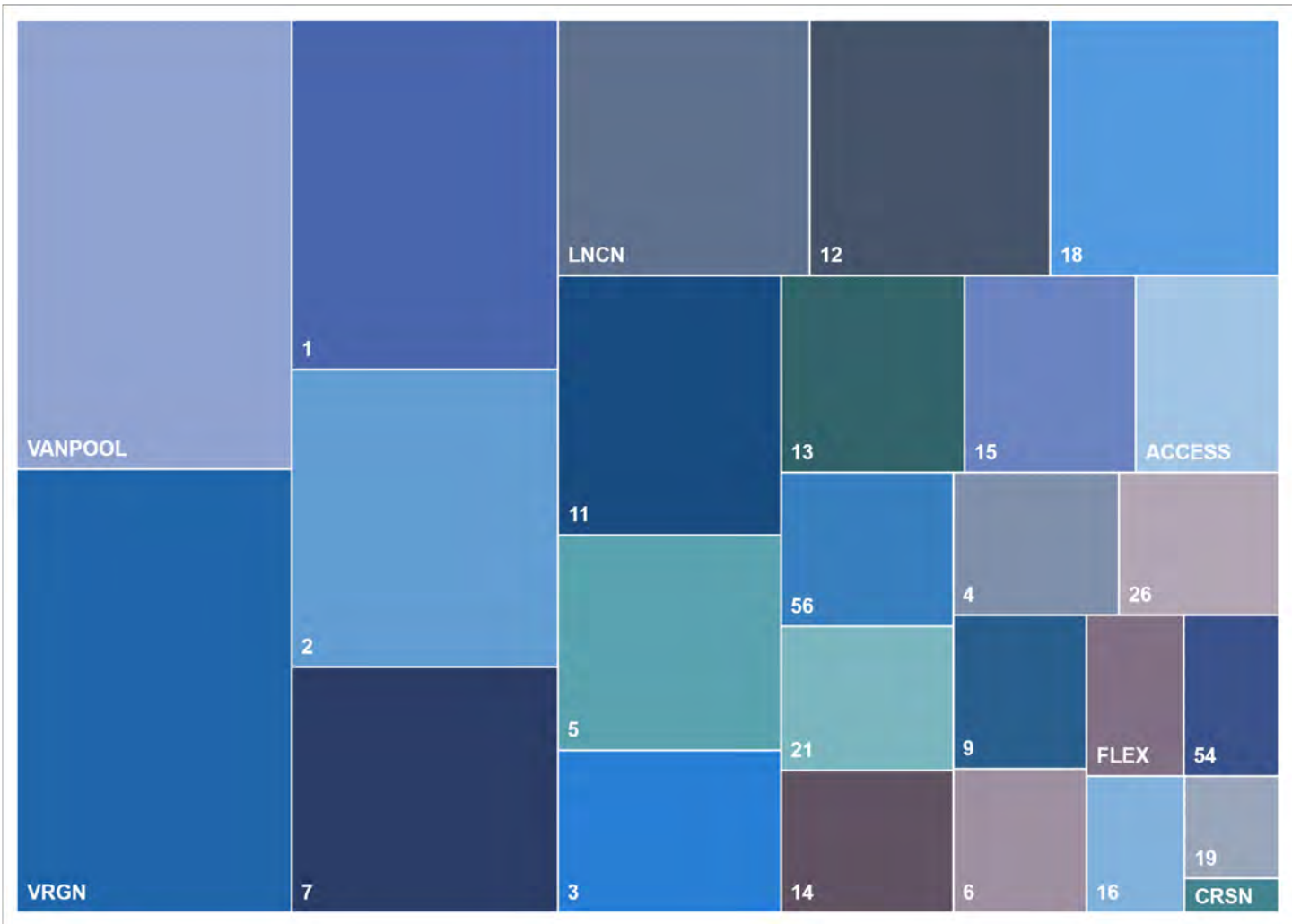
EXISTING SERVICE EVALUATION

A comprehensive analysis of RTC Washoe’s existing public transportation services was performed to determine strengths and weaknesses. Data from both September 2019 and April 2021 were analyzed to identify any changes in usage or travel patterns during the pandemic.

Figure 4 shows the relative weekly ridership across RTC’s different public transportation offerings in 2021. There are some important data points when we look at ridership this way:

- The top seven RIDE routes account for 50.5% of the ridership. The balance of the 15 routes account for 36.5%.
- Services on the Virginia Street corridor account for 20% of boardings.
- The VANPOOL service is 9% of boardings, which is higher than expected and reflects the robust usage in Washoe County
- The ACCESS paratransit service is 2.3% of boardings
- The FlexRIDE microtransit service is 1.4% boardings which reflects the capacity of this service

Figure 4 - Weekly Boardings by Service Type and Route



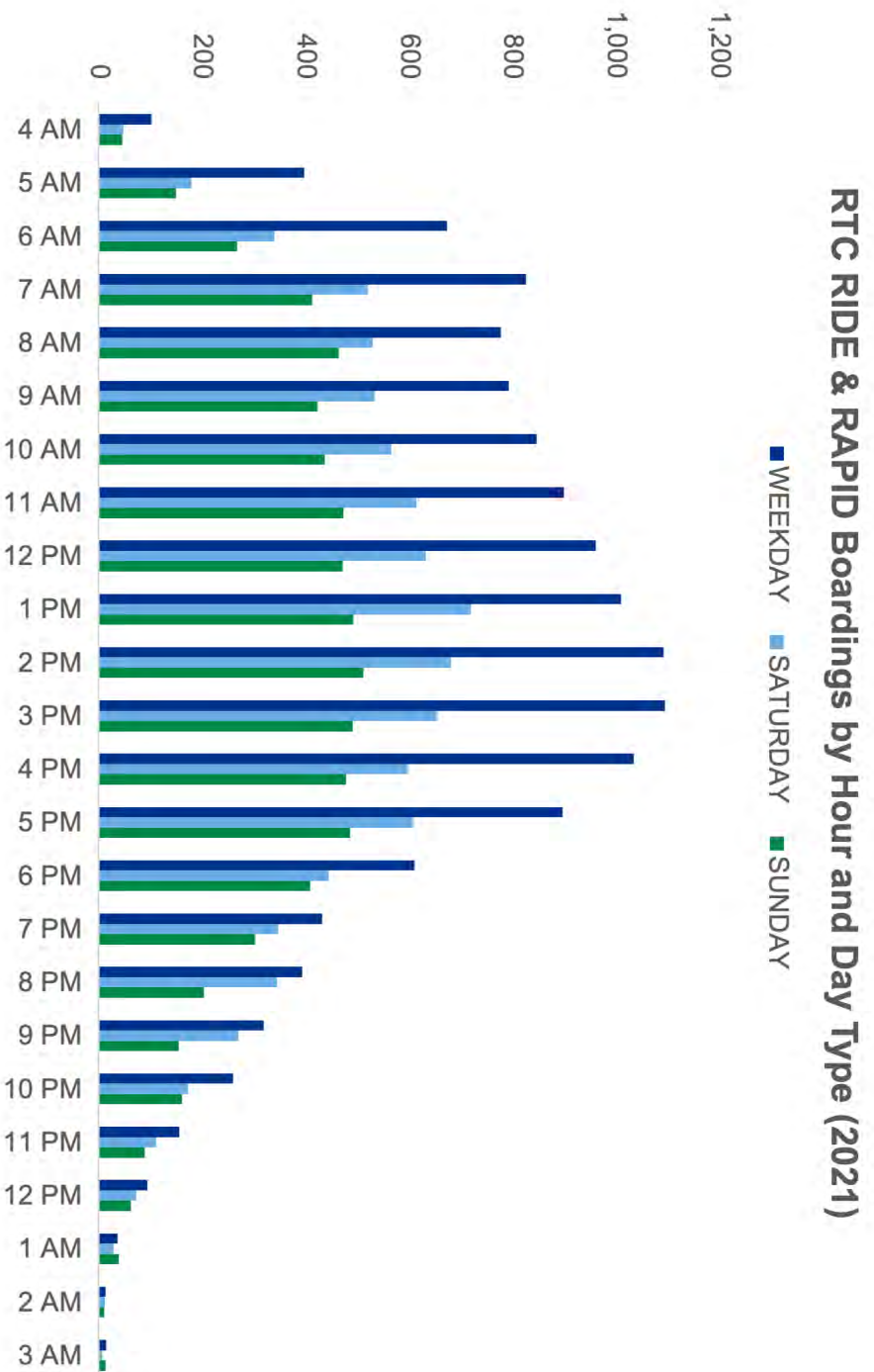
RIDE and RAPID (Fixed-Route)

RTC Washoe operates the RIDE and RAPID fixed-route bus system. There are 22 RIDE local bus routes, two RAPID bus rapid transit routes, and one regional route between Reno and Carson City. The routes connect to three major transit centers which are 4th Street Station in Downtown Reno, Centennial Plaza in Sparks, and the Meadowood Mall in the southern portion of the service area. Schedules are coordinated at these transit centers to allow riders to quickly transfer between routes. Routes generally operate on compatible clock-based headways of 10, 30, and 60 minutes.

RIDERSHIP BY HOUR AND DAY TYPE

Figure 5 shows the number of passengers boarding RTC RIDE and RAPID bus by hour and day type in 2021. The post-pandemic weekday ridership had a larger afternoon peak than pre-pandemic, which is consistent with other transit agencies. Saturday and Sunday ridership are strong compared to weekday ridership which indicates that the current design is not overly focused on commuter trips.

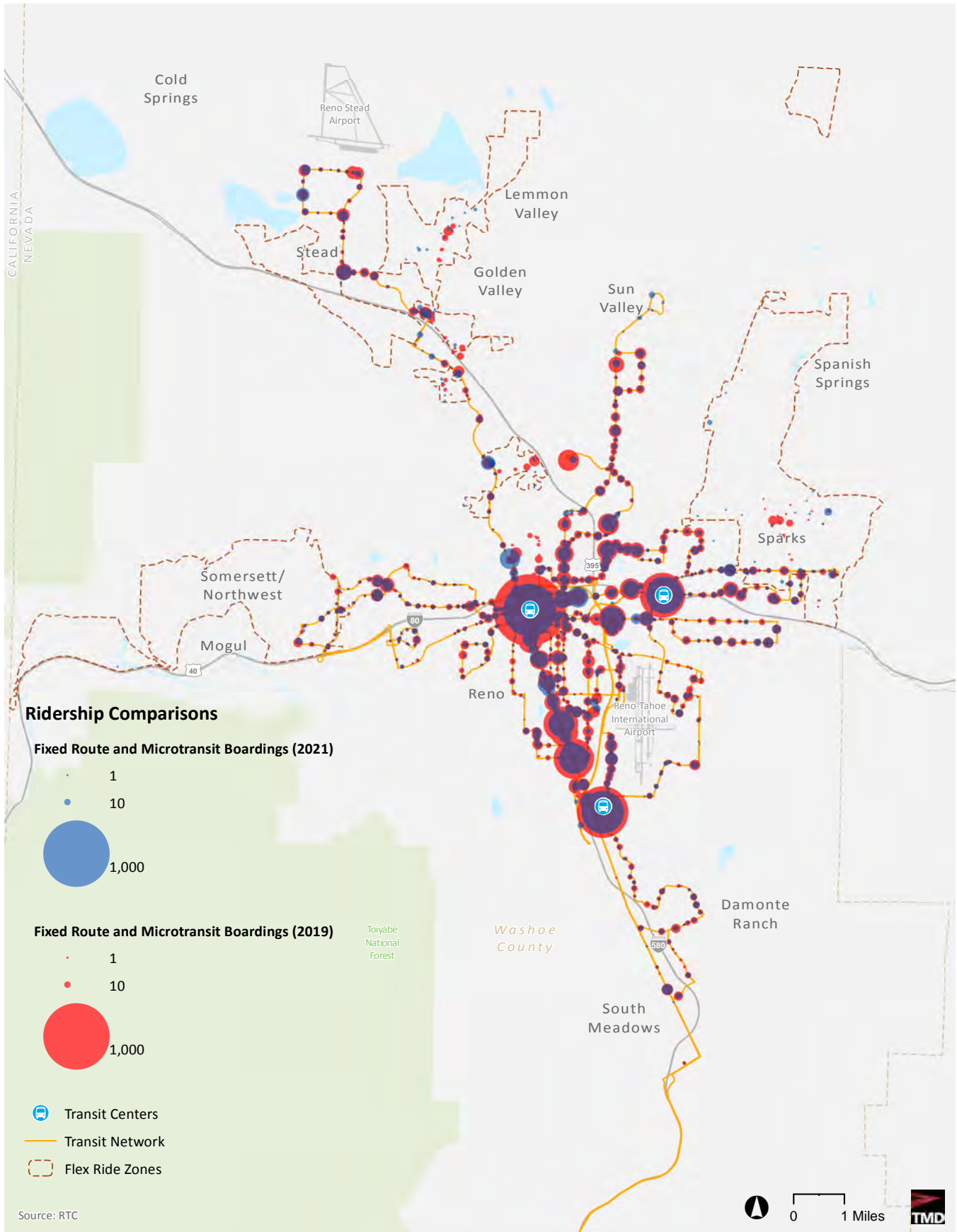
Figure 5 - RTC RIDE & RAPID Boardings by Hour and Day Type (2021)



RIDERSHIP BY STOP

Stop-level ridership shows where transit demand is high and helps identify the top destinations and transfer locations in the network. Figure 6 shows the weekly boardings by stop in 2019 compared to 2021. As ridership was down systemwide during the pandemic, ridership in 2021 (blue dots) is smaller than ridership in 2019 (red dots). Ridership was down in almost all areas with a couple of isolated pockets where microtransit service was introduced and along the southern Virginia Street corridor. The Sparks Industrial Area did not see a ridership decrease during the pandemic, most likely because of the essential jobs located there.

Figure 6 - Weekday Fixed-Route & Microtransit Boardings (2019 v. 2021)



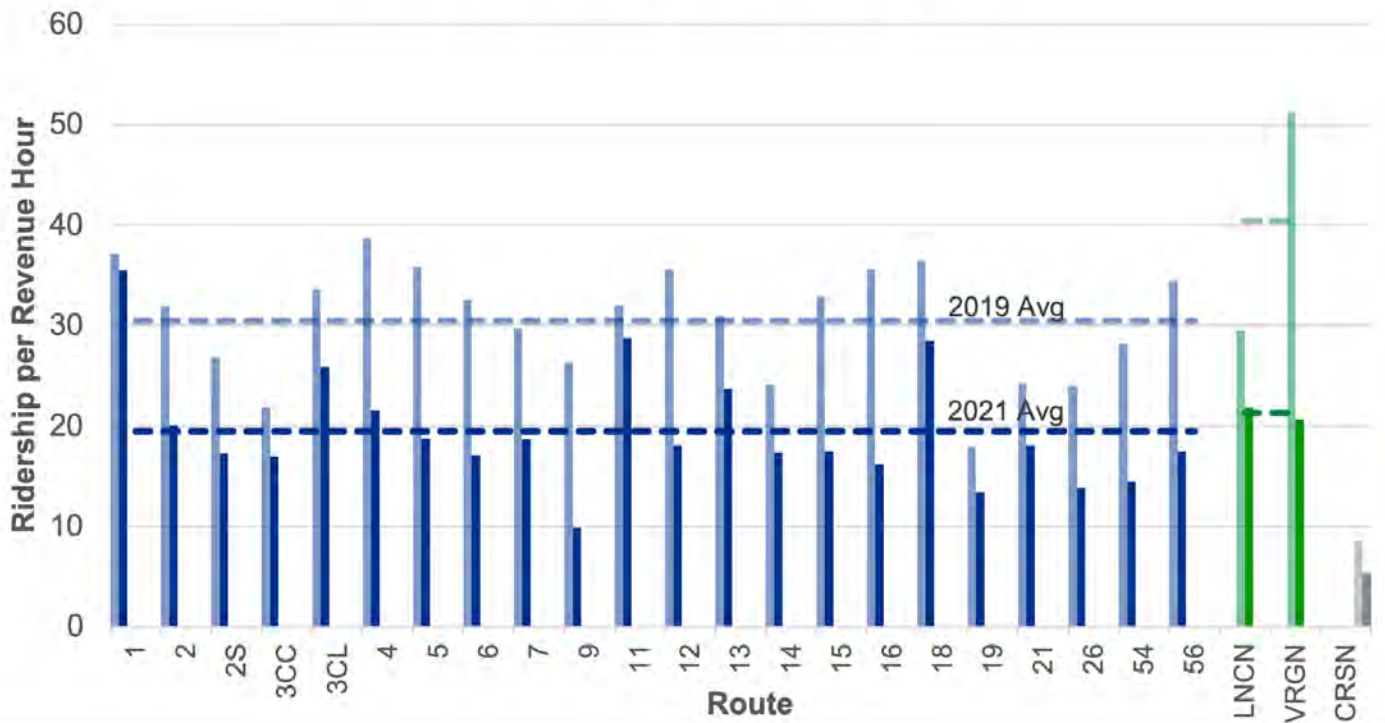
ROUTE PRODUCTIVITY (BOARDINGS PER REVENUE HOUR)

One of the most common metrics for measuring performance is looking at productivity, which measures the number of passengers carried per hour of service as show in Figure 7. In 2019, under pre-pandemic conditions, on average RTC’s local routes carried 31 boardings per revenue hour, and its RAPID routes carried 40 boardings per revenue hour, indicating a relatively high level of productivity across the network for a transit service of its size. In 2021, during ongoing pandemic conditions, productivity rates decreased by a third for local routes and by a half for RAPID routes, which relates to lower ridership levels and aligns with trends experienced by transit agencies nationwide.

Currently, RTC’s routes feature moderate productivity rates. Therefore, it is important to evaluate the appropriateness of fixed-route service on a route-by-route and community-by-community basis, and exploring other potential transit solutions that might serve low productivity areas more efficiently. This is key to optimizing transit performance across the Truckee Meadows region and ensuring that RTC is dedicating resources in the most effective way possible.

Figure 7 - RTC RIDE Weekday Productivity by Route

RTC RIDE Weekday Productivity by Route



RTC FlexRIDE (Microtransit)

RTC introduced their new FlexRIDE microtransit service in 2019. The service was subsequently expanded and now consists of three service zones; Sparks/Spanish Springs, North Valleys, and Somerset/Verdi. This innovative service allows customers to book on-demand trips between origins and destinations within a defined zone using a smartphone or by calling into a dispatcher. The existing zones are in areas where RTC eliminated fixed-route service and areas where no transit service was previously provided.

BOARDINGS BY DAY AND TIME

In 2021, the service averaged 256 weekday boardings and 164 boardings on Saturday and 156 boardings on Sunday. The Sparks/Spanish Springs Zone accounted for 53% of the total weekly boardings, while the North Valleys Zone was 46%, and the Verdi/Somerset Zone was only 2%. Because of the low overall ridership, there are no dedicated vehicles for the Verdi/Somerset Zone and vehicles are dispatched from the North Valleys Zone as needed.

The highest usage is during the 8:00am and 4:00p hours which corresponds with peak commute times. The service has similar ridership during the midday and early evening periods. Weekend ridership shows a similar pattern, but with lower hourly boardings.

TOP BOARDING LOCATIONS

Centennial Plaza had 308 weekly boardings which is 20% of all boardings. This makes sense as this location allows for riders to connect to many RTC routes. The second highest boarding location was “The Villas” apartment complex in Sparks. Almost all the trips originating at “The Villas” were to Centennial Plaza with 20 passengers traveling daily between these two locations. Major retail and grocery stores are also top boarding locations.

RTC ACCESS (ADA Complementary Paratransit)

RTC Washoe operates the RTC ACCESS service for their ADA complementary paratransit service. This service is for people who have disabilities which prevent them from independently using the RTC RIDE fixed-route bus service. Potential customers must complete an application and have an interview or functional assessment to determine if they are eligible prior to using the service.

As paratransit trips are more expensive to provide than fixed-route trips, most transit agencies try to limit the growth of their paratransit service by managing demand. Agencies are generally not able to limit service supply based on federal requirements. ACCESS trips grew 5.6% between 2010 and 2019 while the service area population increased by just 3%. Fixed-route trips shrank by 3.9% over the same period. Many agencies have seen their demand response trips grow while the fixed-route trips were declining because of an aging population and increased need for social service transportation.

BOARDINGS BY DAY AND TIME

Average weekday boardings decreased from 791 in 2019 to 446 in 2021, a decrease of 44%. Saturday boardings were down only 8.2% while Sunday boardings were down 38%. The drop in boardings during the pandemic was typical as many services for persons with disabilities were reduced or suspended or undertaken virtually for health and safety reasons.

The peak service hours in 2019 were 8:00am and 2:00pm. This is most likely because these are drop-off and pick-up times for vocational and adult day-care services which are some of the larger trip generators. The difference between the peak and off-peak hours is smaller in 2021 which may be because some social service providers have not fully reopened. Of note is that there are more weekends trips in the morning hours in 2021 than 2019, even though the total numbers are down. A review of the data during these hours suggests additional trips to dialysis centers on the weekends.

TOP BOARDING LOCATIONS

The top destinations are locations which provide services for permanently disabled adults including adult day health care, vocational services, and dialysis centers. Ridership to these locations in 2021 was approximately half of the 2019 ridership, which tracks with the overall ridership. The trips to some of the disability service providers are lower based on services not being fully restored to pandemic levels. The trips to dialysis centers continue to be strong in 2021.

RTC Smart Trips (Vanpool)

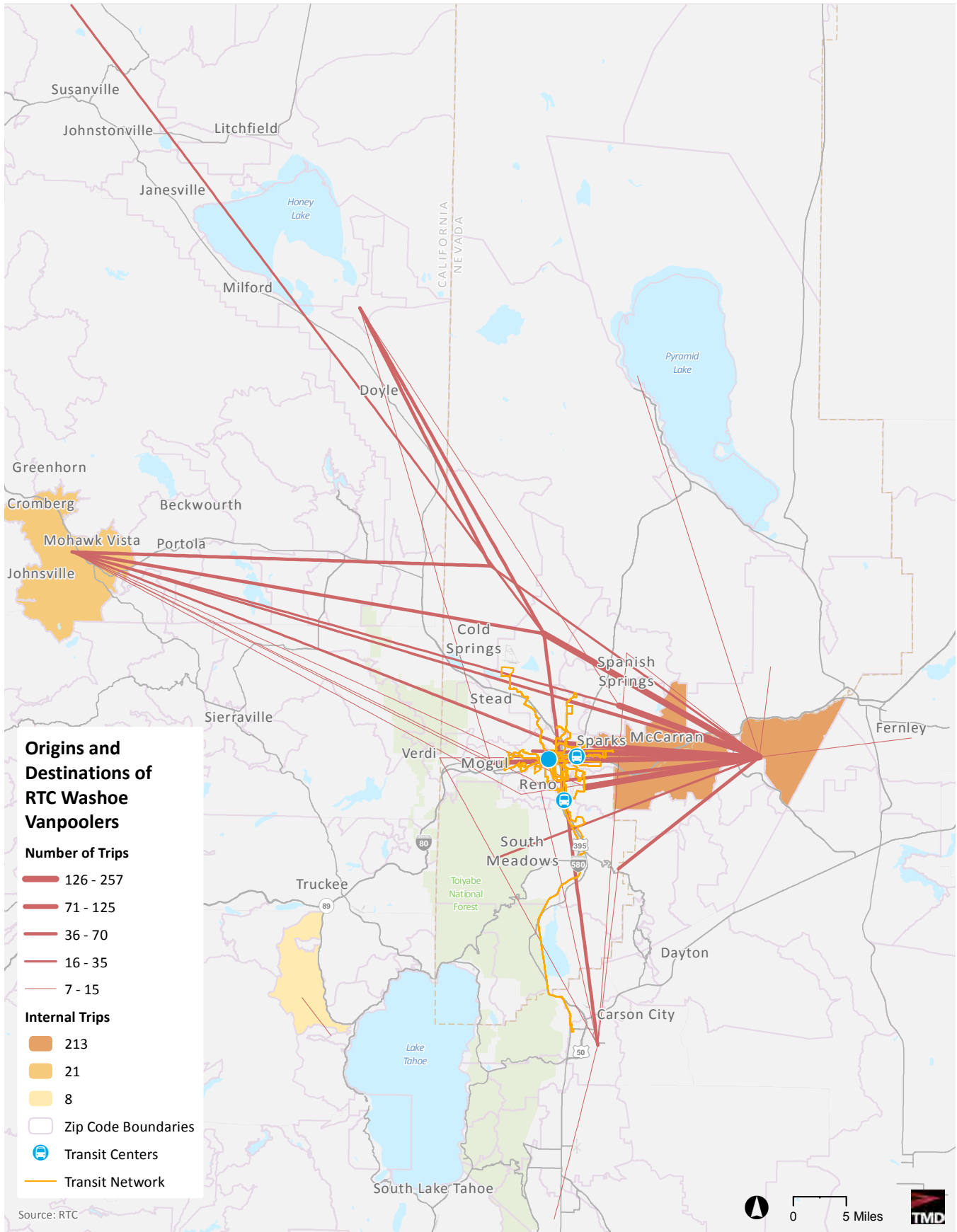
RTC Washoe operates an extensive vanpool program connecting residents to major employers in the region. The service is provided using large sport utility vehicles or vans to transport 5 to 15 employees with similar home locations, work locations, and work hours. The Federal Transit Administration considers vanpools to be public transportation when they meet certain minimum requirements including accessibility and availability to the general public. The vehicles are driven by one of the vanpool members who may get to use the vehicle on the weekends or may pay a reduced amount of the vanpool cost. Vanpools can receive between \$400 - \$600 per month from RTC Washoe which covers approximately 50% of the operating cost. The balance of the cost is typically split between the employees or may be further subsidized by their employer.

The number of vanpools has grown from 110 in 2017 to 284 in 2021, an increase of 158% during the past five years. In 2019, the RTC Washoe vanpool program was the 23rd largest in the country. The average vanpool carries just over seven passengers and has an average trip length of 36.7 miles. The employers with the largest number of vanpools are Tesla, the United States Army, the Nevada Bureau of Prisons, and the Nevada National Guard, with Tesla accounting for 71% of the current vanpool riders. As shown in Figure 8, most of the vans are from Reno, Sparks, Spanish Springs, and Cold Springs to the Tesla factory in the Tahoe-Reno Industrial Center (TRIC). There is also a large flow of trips from Reno and Sparks to the Sierra Army Depot and Federal Correction Institution in Herlong, CA.

Due to the distance from the core RTC Washoe service area, these vanpool trips are a very efficient way to connect employees to these employers. The Nevada State Rail plan considers the option of connecting the Reno/Sparks area to TRIC using commuter rail. This would be a better option than commuter bus service because the travel time could be improved compared to using the congested I-80 corridor.



Figure 8 - RTC Vanpool Origin & Destination Map (2021)



Key Takeaways

- 1 The existing service is designed around connections at the 4th Street, Centennial Plaza, and Meadowood Mall transit centers.
- 2 Clock-based headways of 10, 30, and 60 minutes allow for convenient connection between routes.
- 3 Based on a review of the street network, existing land use, and future plans, the existing hub and spoke bus network work well for Reno. There is limited opportunity for other transit network typologies in this region.
- 4 Ridership and productivity have dropped significantly during the pandemic as commuting and other trips were reduced. It will be important to look at a combination of 2019 and 2021 ridership when recommending the optimal frequencies for the bus network in the future.
- 5 RTC has made significant investment and commitments to the RAPID service on the Virginia Street and 4th Street/Prater corridors.
- 6 Both the in-service and overall operating speed for the local and RAPID routes is lower than expected. This may be partly explained by the higher than typical layover/recovery for some routes. There are some routes with lower in-service speed which should also be explored. It will also be important to look carefully at cycle times and frequencies when designing service recommendation which are efficient.
- 7 RTC ACCESS ridership was down during the pandemic, but may return to pre-pandemic levels as social service agencies and disability service providers return to full levels of service.
- 8 RTC has done a good job managing ADA paratransit costs since the 2017 Short-Range Transit Plan.
- 9 The FlexRIDE microtransit service connection to the fixed-route service at Centennial Plaza generates many of the trips. Customers also use it frequently for shopping trips. Most riders do not use it on a daily basis.
- 10 The RTC Vanpool program is a cost-effective way to provide transportation to major employers outside of the RTC Washoe core service area. The agency should plan for growing vanpool demand as employment continues to grow in at Tahoe-Reno Industrial Center.

COMMUNITY ENGAGEMENT

RTC recognizes that developing a successful plan requires input from a broad array of stakeholders. A Public and Stakeholder Outreach Plan was developed at the beginning of the project which included a schedule to engage a wide variety of stakeholders, transit customers, and the public throughout the study process. Throughout the engagement process, RTC translated all outreach materials and surveys into Spanish and facilitated participation by Spanish speakers, in consistency with its Public Participation Plan. The outreach efforts were designed to be effective during the pandemic by allowing for virtual participation.

Phase 1 Outreach: Existing Conditions and Needs Assessment

During the first phase of outreach, a survey was conducted from mid-November 2021 to mid-January 2022 to determine the public transportation priorities for both existing customers and the public. The online survey was promoted through existing RTC channels including:

- Email
- Social media
- Signage throughout the system
- Presentations to community and senior organizations
- Media release
- Promotion on “The Road Ahead”

As an incentive, a 7-day weekly pass was offered to participants and 1,021 responses were received, with 93% of these responses coming from current and previous passengers.

PRIORITIES FOR SERVICE IMPROVEMENT

Existing customers were asked to rank their priorities for how to improve service. Figure X shows the priorities ranked with red and orange being highest ranking choices and blues being least important. The top choice was additional frequency, which is typical in these surveys, as waiting at

the stop is a major pain point for riders. The second priority of making the buses run more on-time may have been influenced by the driver strikes and missed service occurring during the survey period. RTC’s routes operate a very high on-time performance level under more normal conditions. Customers also wanted buses to run earlier and later, which is interesting because RTC’s routes already operate a longer span of service than most of their peers. Customers found expanding services to new areas, lowering the fares, and additional security to be low priorities. This is an indication that RTC is doing well in these areas.

CURRENT RTC PERFORMANCE

Customers were also asked how satisfied they were with how RTC was performing across sixteen components of the transit experience. Figure 10 shows how satisfied customers were with components to the left of middle being higher performance and ones to the right lower performance. The experience onboard the bus and getting to the bus had the highest rankings. Some items with lower performance included waiting time, on-time arrival, and accuracy and timeliness of vehicle delays. As noted earlier, the labor shortages and strike during the survey may be skewing these to a lower performance level.

BOARD WORKSHOP

In January 2022, the RTC Board held a workshop that focused on the future of public transportation services where they provided the following principles for developing recommendations for TOPS:

- Evaluate ongoing ridership and workforce trends to guide the development of new transit services.
- Review the provision of RTC RIDE services to ensure that the vehicle size and vehicle type match the demand for the service.
- Support the creation of additional microtransit services including areas of poorly performing fixed routes or suburban areas where no transit service exists.
- Leverage technology to improve operational efficiency and effectiveness whereby improving the customer experience by having a single application for both trip planning and payment.

Figure 9 - Phase 1 Survey: Priorities for Service Improvements

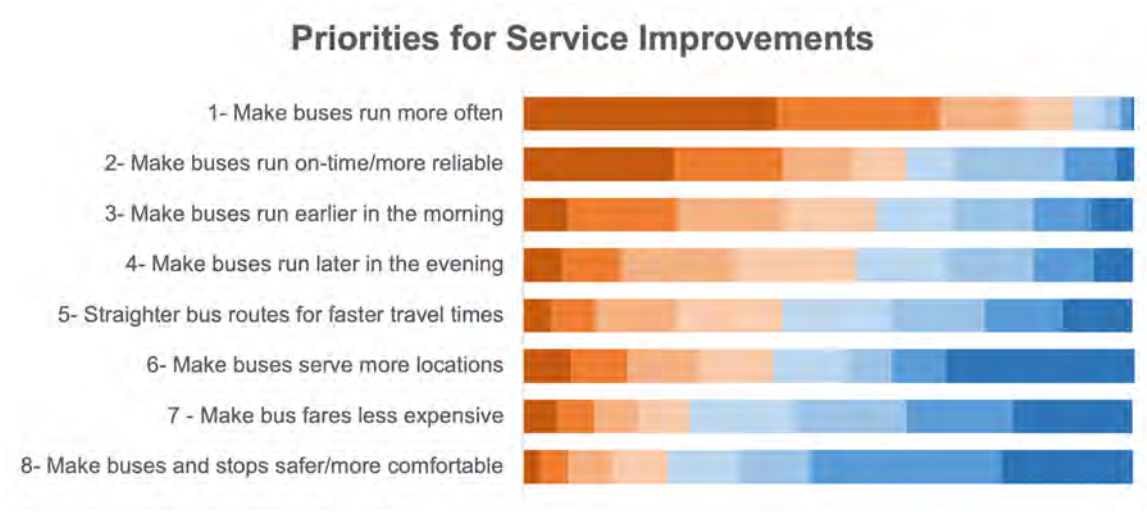
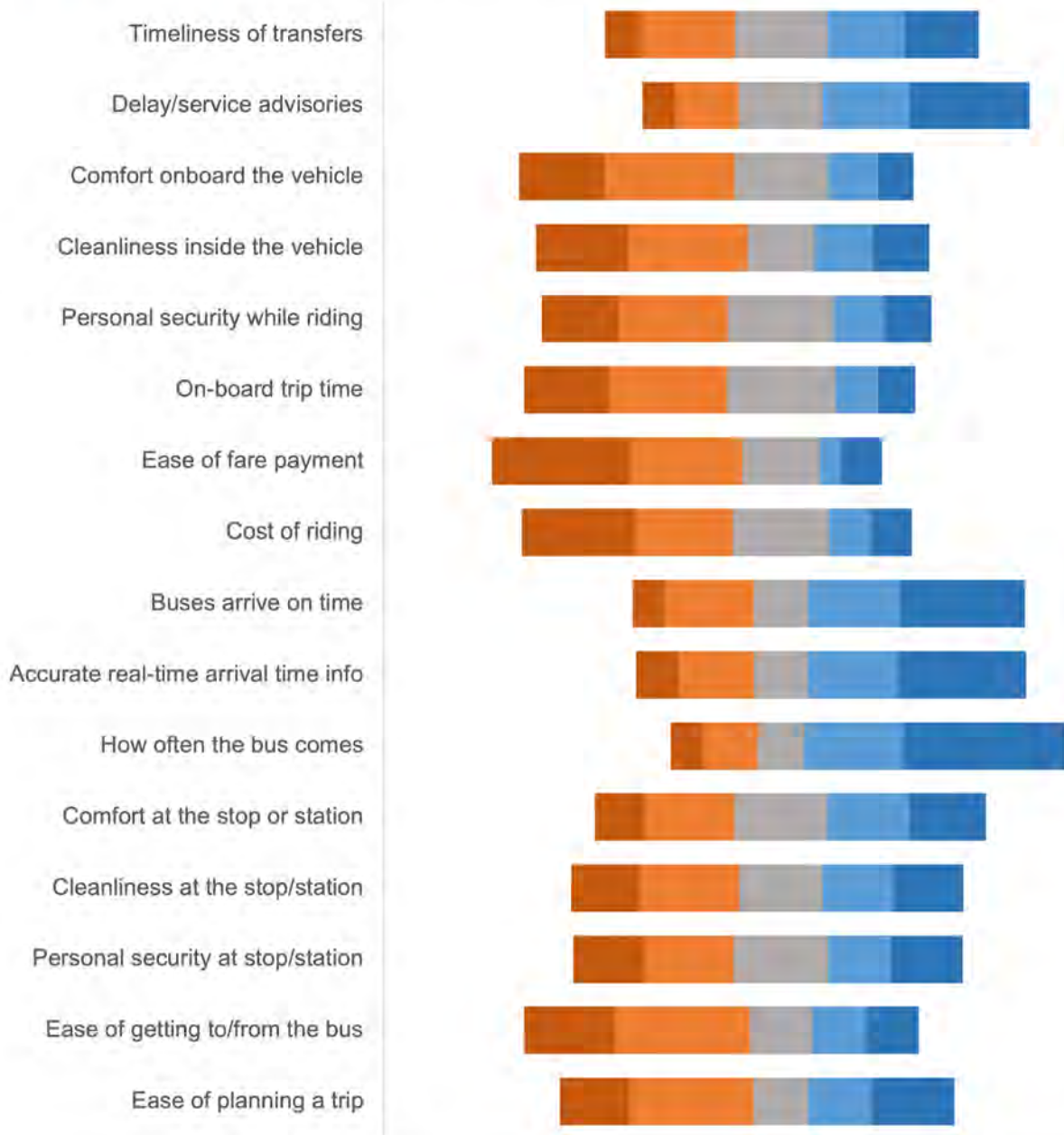


Figure 10 - Phase 1 Survey: Current RTC Performance

Current RTC Performance

Very Satisfied Somewhat Satisfied Neither Satisfied nor Dissatisfied Somewhat Dissatisfied Very Dissatisfied



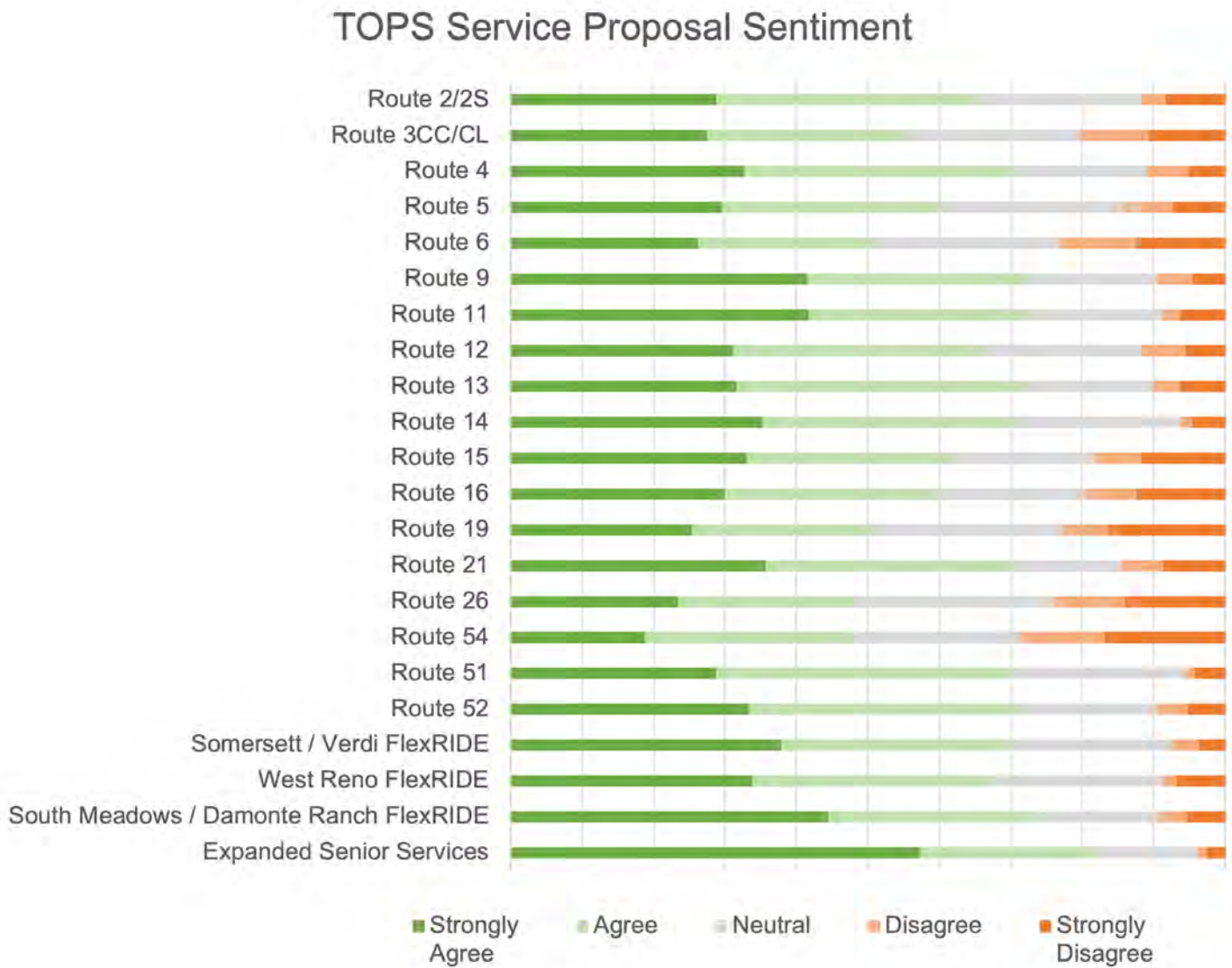
Phase 2 Outreach: Draft Service Recommendations

The second phase of outreach focused on receiving feedback on the proposed changes to transit service. A second survey was conducted in May 2022 which allowed respondents to provide feedback on individual service proposals. The survey included descriptions and maps of the proposals and a video overview. Like the first survey, 7-day weekly passes were offered to encourage participation and the survey was promoted through the same RTC channels as well as at public workshops held at the 4th Street and Centennial Plaza Transit Centers.

Extensive feedback and comments were received from 698 survey participants, 87% of which indicated that they use RTC public

transportation services. Figure X shows the level of support for each proposal. Participants largely agree with the proposals with Routes 9, 11, the South Meadow / Damonte Ranch FlexRide, and expanded senior services receiving the most support. While some level of disapproval was expressed for each alternative, not one route proposal indicated a majority of participant disapproval, and most proposals feature support from at least two thirds of respondents. The services proposed for discontinuation (Routes 6, 26, & 54) received the highest level of disapproval.

Figure 11 - Phase 2 Survey: TOPS Service Proposal Sentiment



PEER REVIEW

A peer review of ten transit systems was completed for both fixed-route and paratransit services. This review was based on 2019 National Transit Database data, which is the latest information available and represents pre-COVID-19 operations. This analysis looked at service supply, service effectiveness, and service efficiency.

Peer agencies were selected based on likeness to RTC Washoe, use in previous studies, and similar local settings. Las Vegas was included since it is the other major urbanized area in Nevada.

Figure 12 - RTC Peer Agency Map



Albuquerque, NM (ABQ Ride)	Bakersfield, CA (GETbus)
Colorado Springs, CO (Mountain Metro)	Eugene, OR (LTD)
Durham, NC (GoDurham)	Las Vegas, NV (RTC Southern Nevada)
Santa Clarita, CA (Santa Clarita Transit)	Spokane, WA (Spokane Transit)
Des Moines, IA (DART)	Meridian, ID (Valley Regional Transit)

Key Findings

Overall, RTC Washoe provides more productive and cost-effective public transportation services than their peers. There are a few areas like fixed-route speed and service coverage which were used to inform the service recommendations. Below is a summary of the findings of the peer review. Below is a summary of RTC peer findings:

- Most peers saw noticeable population growth over the past ten years
- Spends a similar amount on total transit service as its peers
- Provides a similar amount of overall bus service as peers
- Provides less route coverage within their paratransit service area
- Fixed-route average headways are slightly better than peers
- Fixed-route bus speed average speed are 22% below the peer average
- Truckee Meadows area residents use fixed-route and paratransit more than the peer average (Figure 13)
- Exceeds peers in fixed-route passenger boardings per revenue hour and mile (Figure 14)
- Fixed-route trips lengths are much shorter than peer agencies
- Spends more per capita than peers for fixed-route and paratransit service
- Has lower cost per fixed-route boarding and higher farebox recovery than most peers
- Provides more cost-effective service compared to peers

Figure 13 - Annual per Capita Fixed-Route Boardings

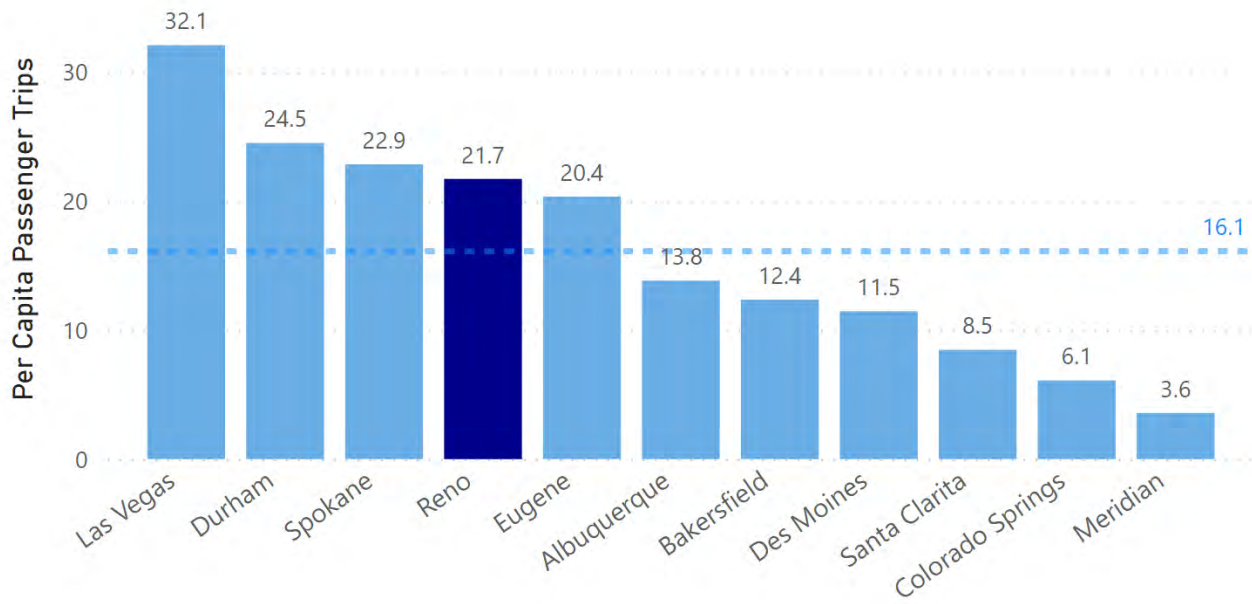
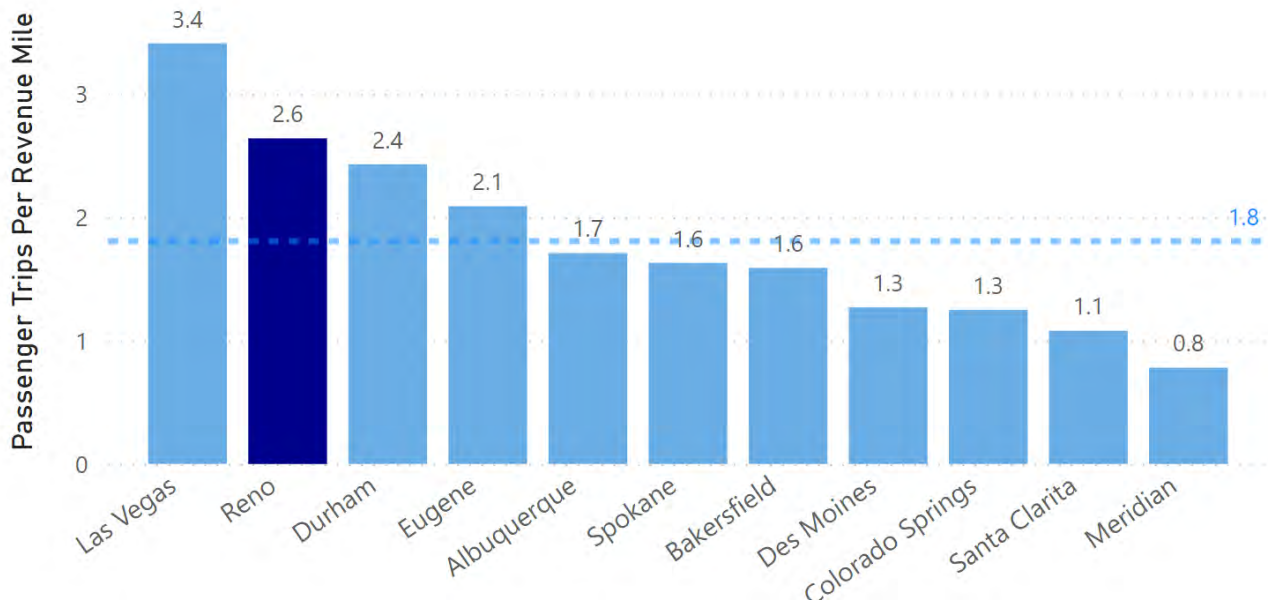


Figure 14 - Fixed-Route Boardings per Revenue Mile





GOALS AND OBJECTIVES

The goals for TOPS were developed by reviewing the goals and objectives from the previous short-range transit plan and other RTC plans including the Regional Transportation Plan. The goals are very similar to the previous short-range plan which covered the most important aspects of public transportation. The objectives were greatly simplified and now focus on measurable outcomes.

Goal 1: Enhance Mobility for All Residents of Washoe County



- ✓ Provide fixed-route or microtransit service to most residents in the urbanized areas of Washoe County
- ✓ Provide paratransit within 3/4 mile of fixed-route network by time of day and hour
- ✓ Provide minimum frequencies and span of service based fixed-route service types
- ✓ Integrate public transportation services for seamless travel between

Goal 2: Ensure that service is Safe, Reliable, Comfortable, and Customer Focused



- ✓ Maintain and operate transit vehicles and stations to ensure customer safety (Safe)
- ✓ Provide services which pick-up and drop-off customers consistently on-time (Reliable)
- ✓ Provide service with adequate seating on-board vehicles (Comfortable)
- ✓ Interact with customers in a courteous and helpful way (Customer Focused)

Goal 3: Deliver Service Cost-Effectively



- ✓ Provide service which meets minimum productivity standards
- ✓ Provide service which is a good value for taxpayers and customers
- ✓ Test and evaluate innovative transit technologies and service delivery models

Goal 4: Promote transit service as part of a sustainable future in Washoe County



- ✓ Provide frequent service on key corridors in support of transit-oriented development
- ✓ Extend the reach of the transit service by integrating with other alternative transportation modes
- ✓ Enhance the air-quality benefits of public transportation by providing service with low/no emission vehicles

Performance Standards

To provide transit mobility that meet the goals outlined in the previous section, the following performance standards were developed to offer a formal mechanism for evaluating and improving mobility in a fair and equitable way. These standards define the evaluation metrics that RTC will use to assess the efficiency, effectiveness, and quality of service delivered. They also establish benchmarks to inform decision-making on shaping existing and future services to better align with RTC's defined goals and objectives. The performance standards are organized into six categories and are tied back to the goal they help achieve.

SERVICE AVAILABILITY (GOAL 1)			
Performance Standard	Goal	Frequency	Reporting Channel
Transit Service Accessibility	More than 70% percent of residents living in the Mixed-Use Core, Tier 1, and Tier 2 TMRPA land use designation areas are within ¼ mile of a fixed-route or within a microtransit zone	Annually	Title VI Performance Monitoring
Fixed-Route Headway	Fixed-Route: Average Headways comparison of Minority and Non-Minority Bus Routes	Annually	Title VI Performance Monitoring
Microtransit Wait Time	Microtransit: 20 minute or less median wait time by day type	Monthly	Public Transportation & Operations Report
SERVICE DELIVERY (GOAL 2)			
Performance Standard	Goal	Frequency	Reporting Channel
Fixed-Route On-Time Performance	Fixed-Route: At least 85% of departures at timepoints within 1 minute early and 5 min late (does not include being early at last timepoint). Fixed-Route: Average on-time performance comparison of Minority and Non-Minority Bus Routes	Monthly/Annually	Public Transportation KPI Dashboard Title VI Performance Monitoring
Customer Service	Fixed-Route: Less than 1 complaints per 20,000 boardings Paratransit: Less than 1 complaints per 4,000 boardings Microtransit: Average 90% or higher positive rating	Monthly	Transit Operations Statistics
Fixed-Route Vehicle Load Factor	Fixed-Route: 125% or less - during peak hour/peak direction travel for local and RAPID routes 100% or less - for commuter routes at all times 100% or less - during midday hours for local and RAPID routes 150% or less - for individual trips	Monthly	Title VI Performance Monitoring
Preventative Maintenance	Fixed-Route, Paratransit, & Microtransit: 100% on-time preventative maintenance	Monthly	Transit Operations Statistics
Miles Between Road Calls	Fixed-Route: 20,000 miles between valid mechanical road calls Paratransit & Microtransit: 50,000 miles between valid mechanical road calls	Monthly	Transit Operations Statistics

SERVICE DELIVERY (GOAL 2)			
Performance Standard	Goal	Frequency	Reporting Channel
Staffing Availability	Fixed-Route, Paratransit, Microtransit: 100% current staffing compared to planned	Monthly	Transit Operations Statistics
Vehicle Assignment	Fixed-Route: Average vehicle age comparison of Minority and Non-Minority Bus Routes	Annually	Title VI Performance Monitoring

SAFETY & SECURITY (GOAL 2)			
Performance Standard	Goal	Frequency	Reporting Channel
Preventable Transit Accidents	Fixed-Route: 1 or preventable accident for every 100,000 vehicle miles Paratransit & Microtransit: 1 or preventable accident for every 100,000 vehicle miles	Annually	Public Transportation KPI Dashboard
Passenger Incidents	Fixed-Route, Paratransit, & Microtransit: No more than one non-collision safety and security incident per year	Annually	NTD Report

FINANCIAL PERFORMANCE (GOAL 3)			
Performance Standard	Goal	Frequency	Reporting Channel
Service Productivity	Fixed-Route: FY22-23 - for each route, 18 or more boardings per revenue hour, increasing annually to 30 boardings by FY26-27 Microtransit: for each zone, 3.5 or more boardings per revenue hour Paratransit: for the overall service, 2.3 or more boardings per revenue hour	Monthly	Public Transportation KPI Dashboard
Cost Effectiveness	Fixed-Route: FY22-23 - \$7.00 or less per boarding, decreasing to \$5.50 by FY25-26 Paratransit: \$36.00 per boarding (increases 2.5% annually) Microtransit: \$18.00 or per boardings (half of paratransit subsidy)	Monthly	Transit Operations Statistics

COMMUNITY IMPACT (GOAL 4)			
Performance Standard	Goal	Frequency	Reporting Channel
Alternative Mode Share by Corridor	At least 40% alternative mode share on 4th St/Prater Way by 2040 At least 40% alternative mode share on Virginia St by 2040	Four Years	Regional Transportation Plan
Clean-Fuel Transit Mix	100% electric or CNG transit fleet by 2040	Four Years	Regional Transportation Plan
Public Transportation GHG Emission Reductions	Green House Gas Emission Reductions from Fixed-Route and Vanpool services	Quarterly	Public Transportation KPI Dashboard

PUBLIC TRANSPORTATION SERVICE RECOMMENDATIONS

This section outlines recommendations for the public transportation services to be implemented during the five-year TOPS period. The RIDE, RAPID, and FlexRIDE recommendations have been grouped into implementation years based on how the changes relate to each other and urgency to make certain changes. The recommendations were developed using the following guiding principles which were based on findings from the Market Assessment, Existing Service Evaluation, and Community Engagement, and Peer Review.

RIDE, RAPID, and FlexRIDE Guiding Principles

- Restore service on RAPID corridors in support of existing and future development in the mixed-use core
- Provide minimum headways by service type
 - » Primary Transit Network (RAPID): 15 min or better for 14-18 hours per day
 - » Secondary Transit Network: 30 min or better for 14-18 hours per day
 - » Coverage-Oriented Service: 60 min or microtransit
- Provide minimum service span from 6:00 am to 7:00 pm.
- Provide service to key trip generators including schools, hospitals, shopping centers, strip commercial areas, social service and civic center locations, elderly/disabled residence concentrations, and special-use facilities
- Keep existing radial route structure with timed-transfers at transit centers for 30 and 60 min routes
- Explore combining routes to reduce transfers and travel time
- Explore microtransit for 60-minute routes and lower productivity sections of 30 min routes
- Provide microtransit in areas with lower transit propensity or to test service in new areas

RIDE, RAPID, and FlexRIDE Service Plan Impacts

An analysis of the service recommendations was conducted to determine how the changes would impact access to transit. The analysis looked at how many residents and jobs are served by transit with the current service compared to the proposed plan. A couple of key findings are:

- While the fixed-route revenue hours decrease slightly during the plan, the amount of revenue miles will increase because of more efficient routing and schedules. This means more service on the street for customers at less cost to RTC.
- The number of square miles served by FlexRIDE would increase by 43%, further expanding transit access to new area.
- Total population and jobs within ¼ mile of any fixed-route or microtransit service would increase by 10%
- Total population and jobs within ¼ mile of 30-minute peak frequency weekday fixed-route or microtransit service would increase by 40%, meaning more existing and potential customers will have frequency service.

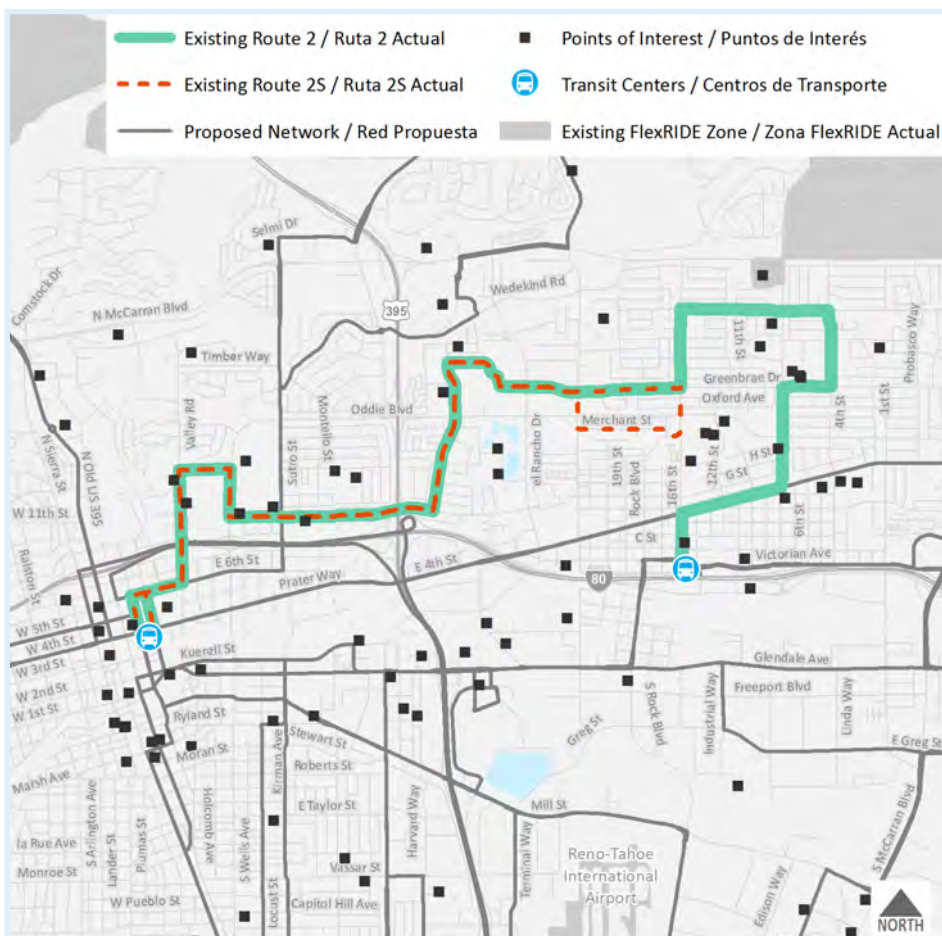




Future Procter R. Hug High School

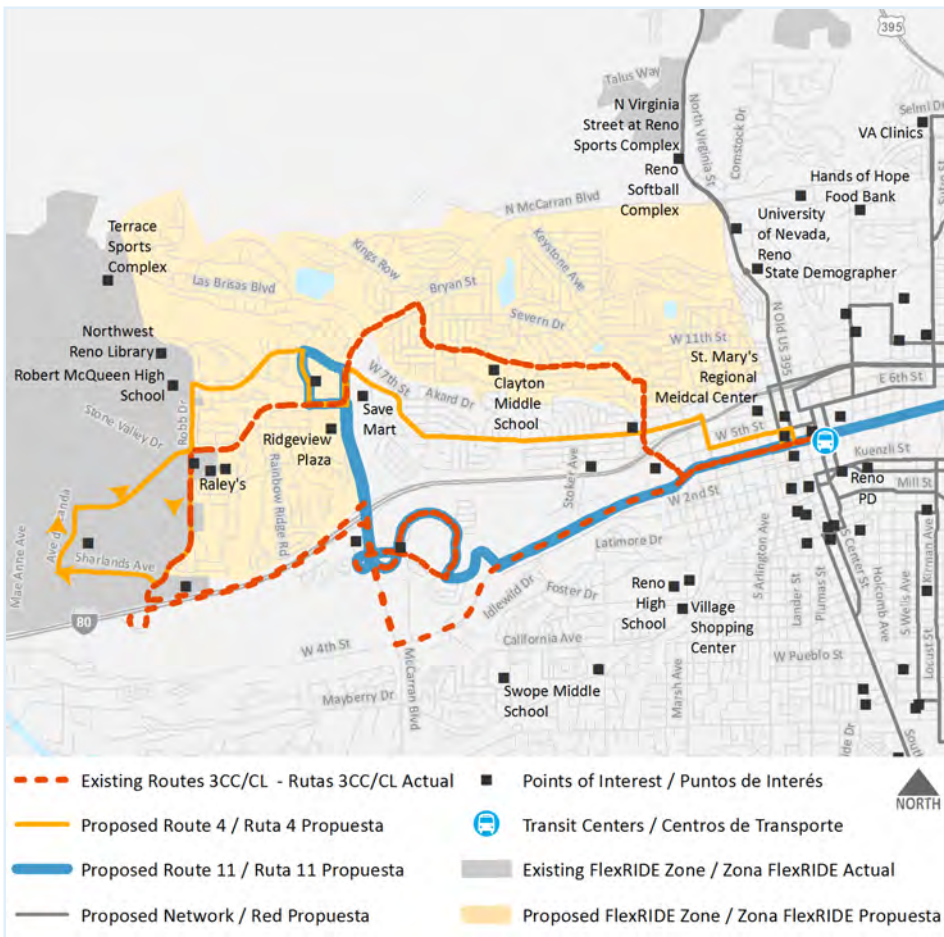
2022-2023 RAPID, RIDE, and FlexRIDE Service Recommendations

The first year of changes focus of services in the central and northern parts of the service area. The routing changes to Routes 5 & 15 need be make soon to better serve the upcoming relocation of Hug High School. Routes 2S, 3CC, and 19, which have not operated since the start of the pandemic, are formally discontinued. The alignment change to Route 13 partially covers some of the discontinued Route 19 alignment. The alignment changes to Routes 9 and 12 need to occur at the same time to make sure riders connecting to destinations around Renown Medical Center continue to have service. During this year, the RAPID routes should return to their full pre-pandemic frequencies and span to support the overall transit network and fulfill funding commitments. There are no FlexRIDE changes recommended for this year. Overall, these changes result in a decrease of four fixed-route buses and a decrease of 7,000 annualized revenue hours.



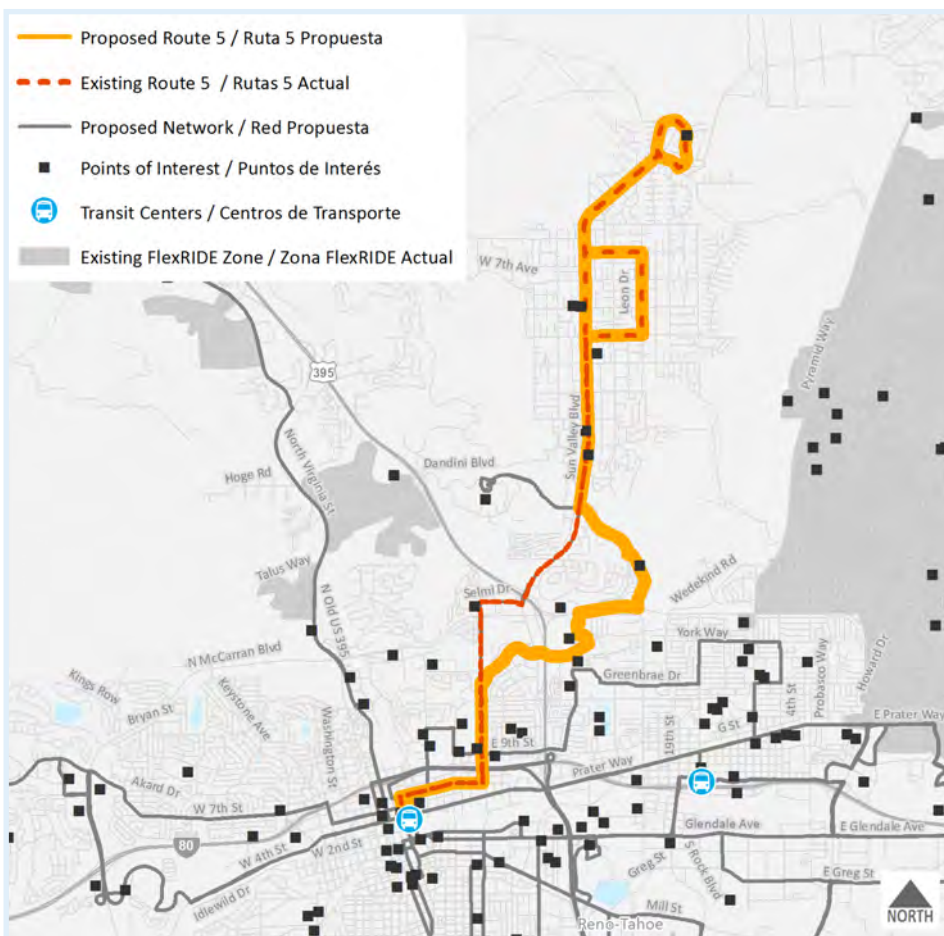
ROUTE 2 (UNCHANGED) ROUTE 2S (DISCONTINUE)

- Continue to operate Route 2 at 30 min peak service on weekdays.
- Discontinue Route 2S
- Monitor Route 2 for additional trips based on passenger loads



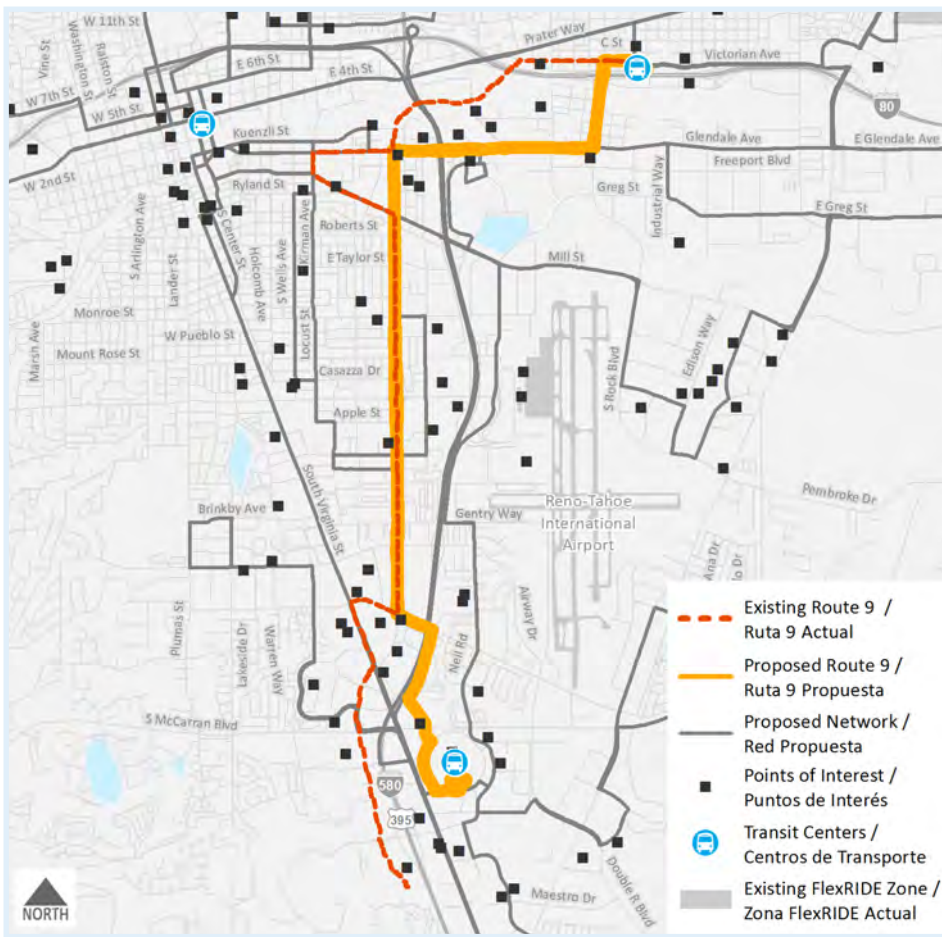
ROUTE 3CC (DISCONTINUE)

- Discontinue Route 3CC because of one-way loop routing
- Partially replaced with changes to Routes 4 & 11
- Extended Route 11 will connect communities west of Downtown to Sparks with a one-seat ride
- Extend Somerset / Verdi FlexRIDE Zone to cover Kings Row



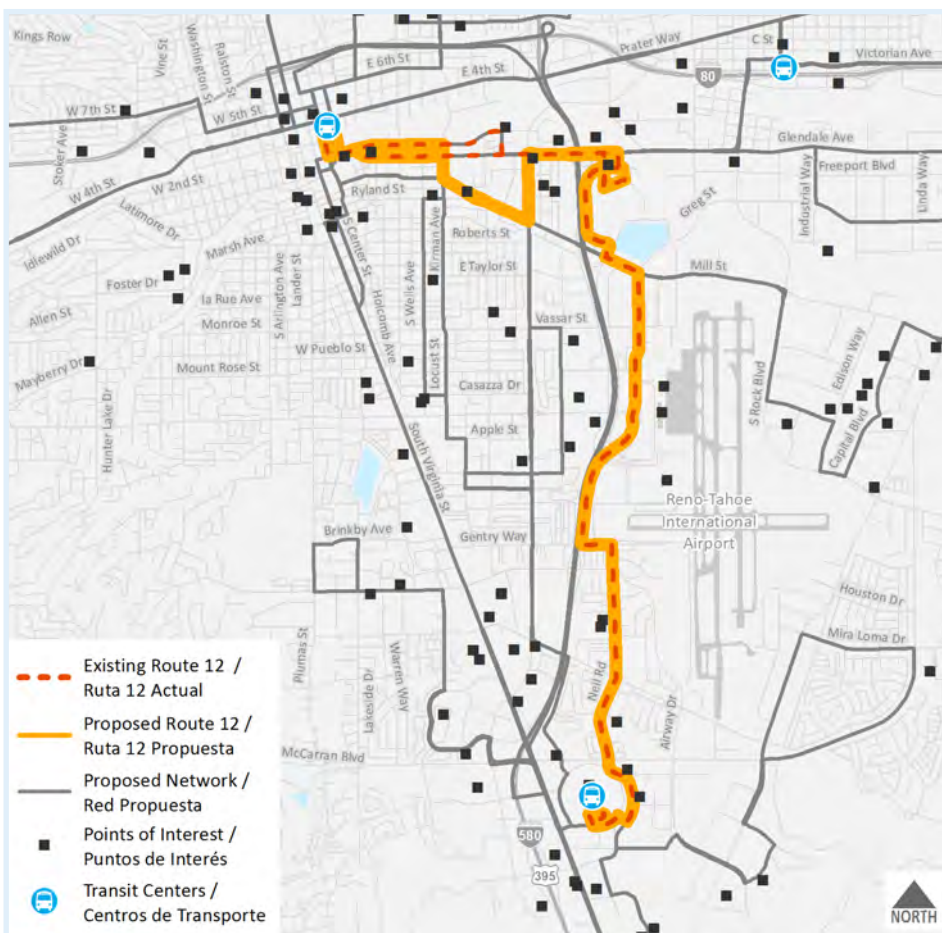
ROUTE 5 (MODIFY)

- Swap alignments south of Sun Valley Blvd & El Rancho Dr with Route 15
- Serve relocated new Hug High School location on Sullivan Ln
- Create connection between Sun Valley and the new Hug High School
- Discontinue service on segment of El Rancho Rd



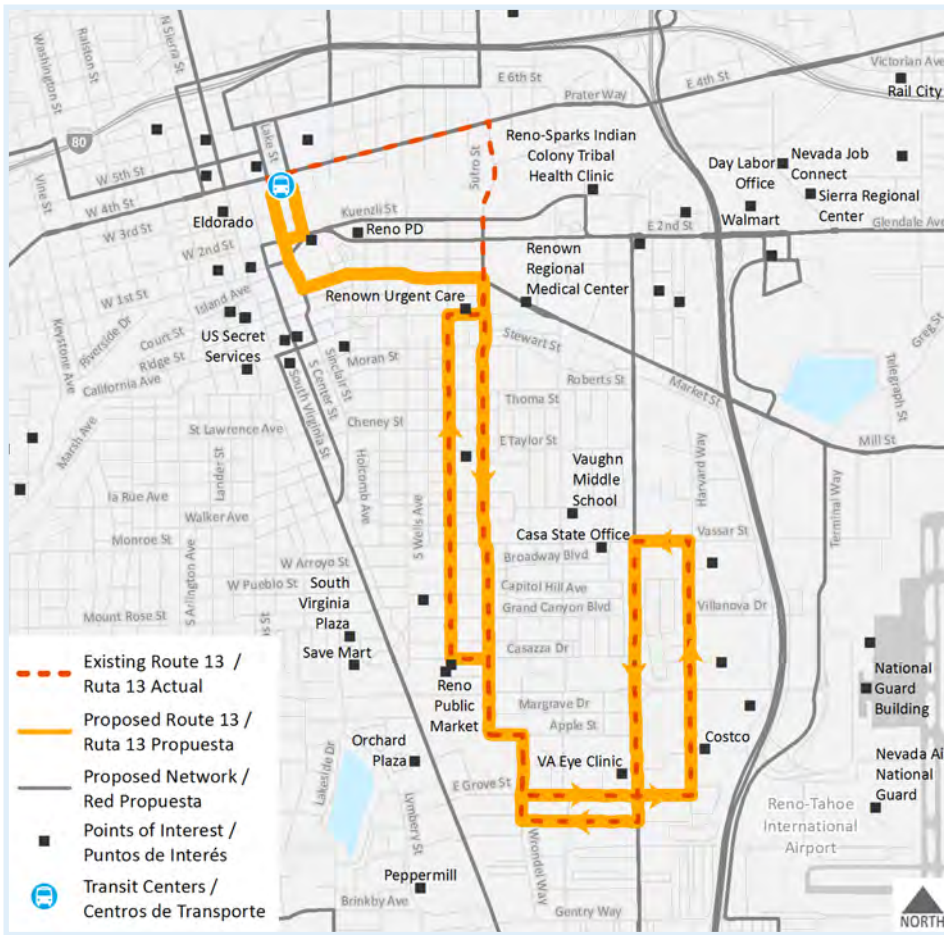
ROUTE 9 (MODIFY)

- More direct routing between Centennial Plaza and Meadowood Mall
- Connection to Meadowood Mall will allow for additional transfers and should increase ridership
- Connect Centennial Plaza to Walmart on 2nd St
- Provide service along Smithridge Dr
- Increase frequency to 30 min during weekday peak and midday



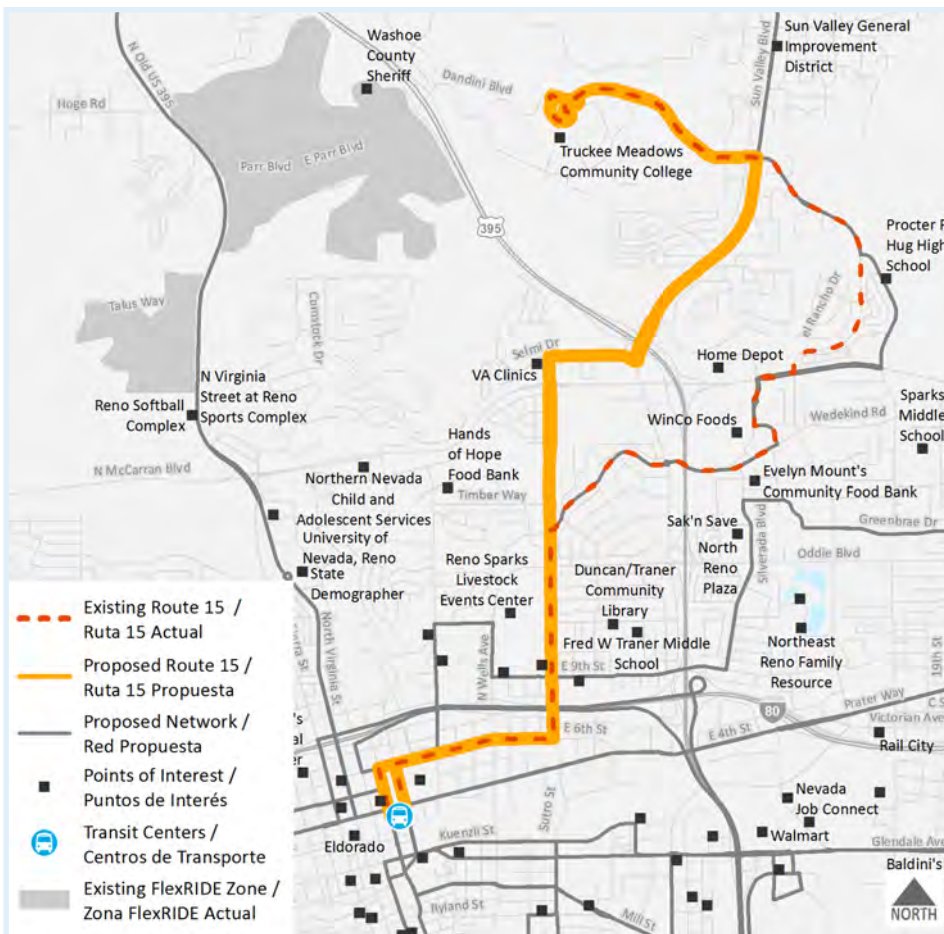
ROUTE 12 (MODIFY)

- Change routing to serve Renown Regional Medical Center via Kirman Ave, Mills St, and Kietzke Ln



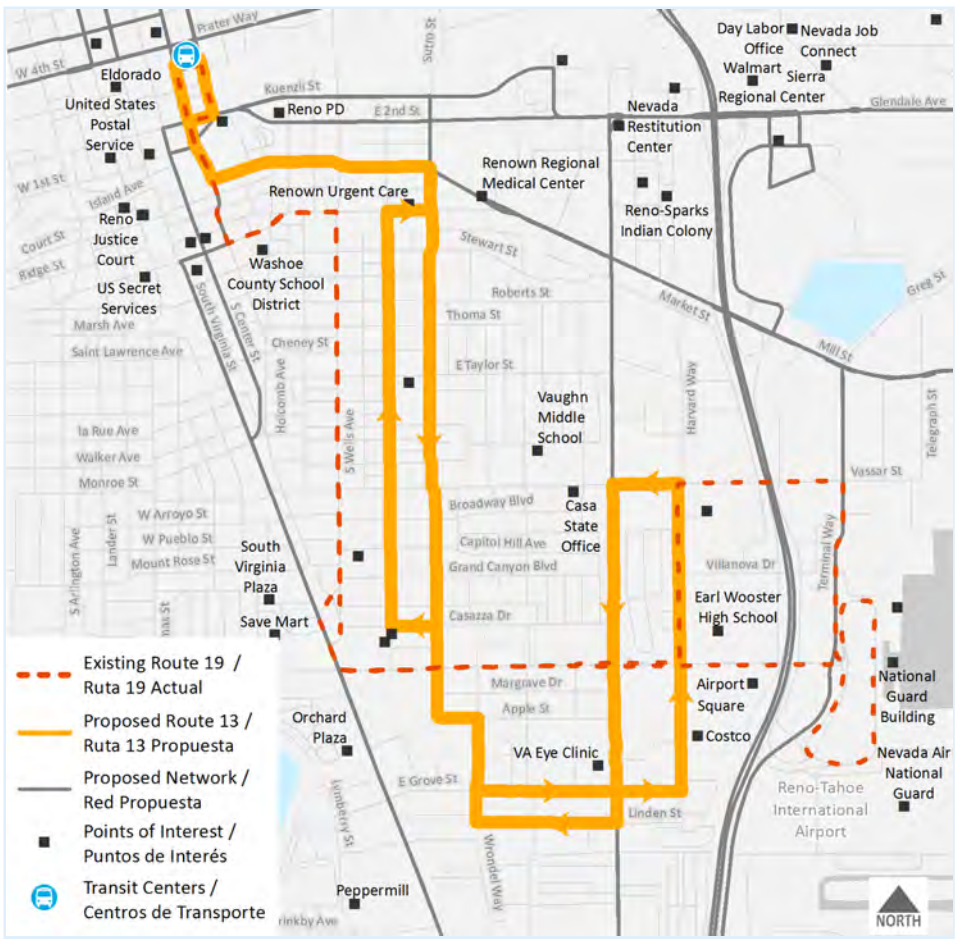
ROUTE 13 (MODIFY)

- Change alignment near Downtown to Mill Street instead of 4th St
- Add midday service on Sundays



ROUTE 15 (MODIFY)

- Swap alignments south of Sun Valley Blvd & El Rancho Dr with Route 5
- Faster routing to Truckee Meadows Community College
- Add TMCC as a North Valleys FlexRIDE Point of Interest



ROUTE 19 (DISCONTINUE)

- Discontinue route because of low ridership and nearby parallel routes
- Southern section of route covered by recent change to Route 13

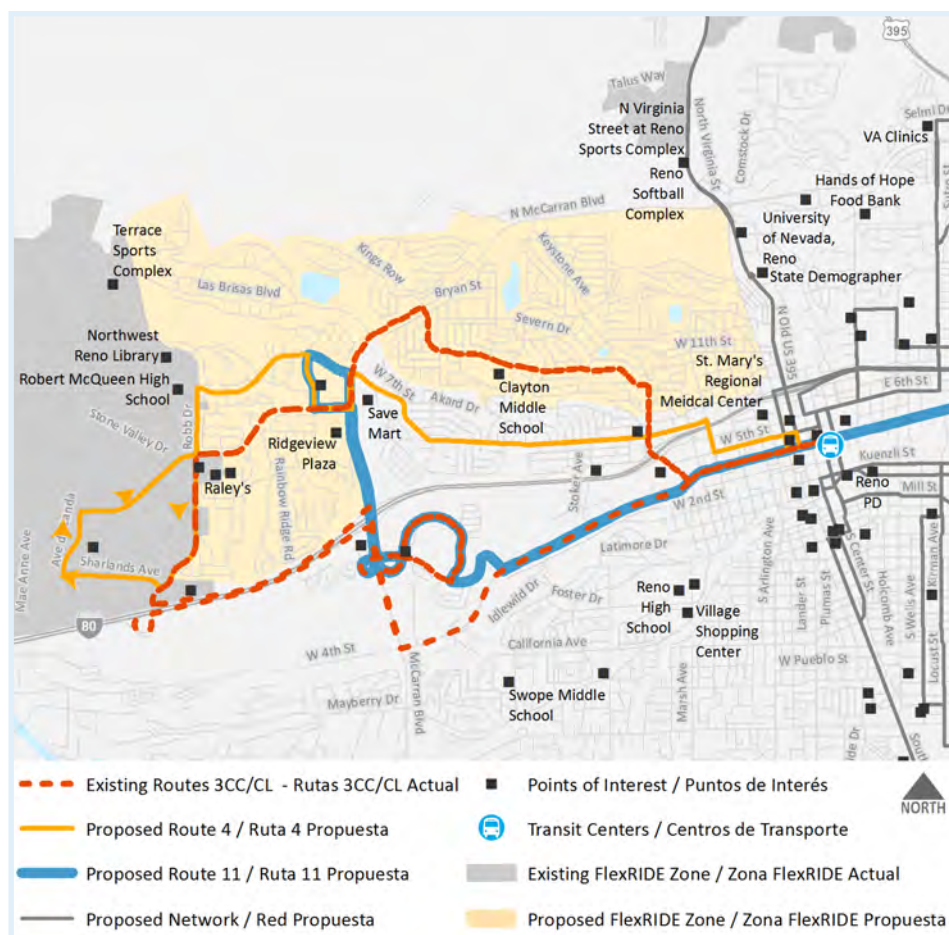




Sparks Hot August Nights

2023-2024 RAPID, RIDE, and FlexRIDE Service Recommendations

The second year of changes focus on services in western Reno and Sparks north of I-80. The major improvement is the extension of Route 11 further west and east, providing higher frequency service to these areas. Routes 3CL and 4 would be discontinued because of duplication with the new Route 11 and low productivity of remaining route segments. The existing Somerset / Verdi FlexRIDE Zone would be extended further east to cover the areas impacted by the removal of existing routes. Route 26 would be eliminated and Route 21 alignment would be modified to serve some of the discontinued Route 26 segments. Route 21 would also see an improvement in frequency on the weekends. Overall, these changes result in a decrease of four fixed-route buses, an increase of five microtransit buses, and an increase in 12,000 revenue hours of service.



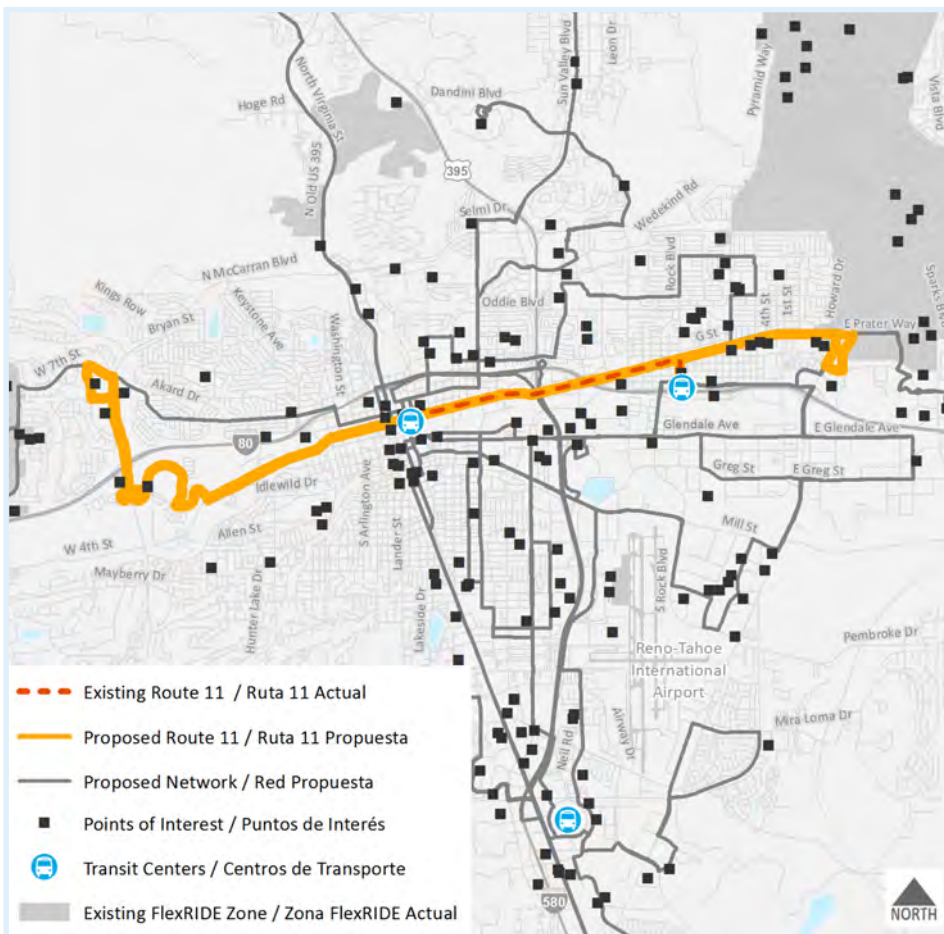
ROUTE 3CL (DISCONTINUE)

- Discontinue 3CL because of one-way loop routing
- Partially replaced with changes to Routes 4 & 11
- Extended Route 11 will connect communities west of Downtown to Sparks with a one-seat ride
- Extend Somerset / Verdi FlexRIDE Zone to cover Kings Row



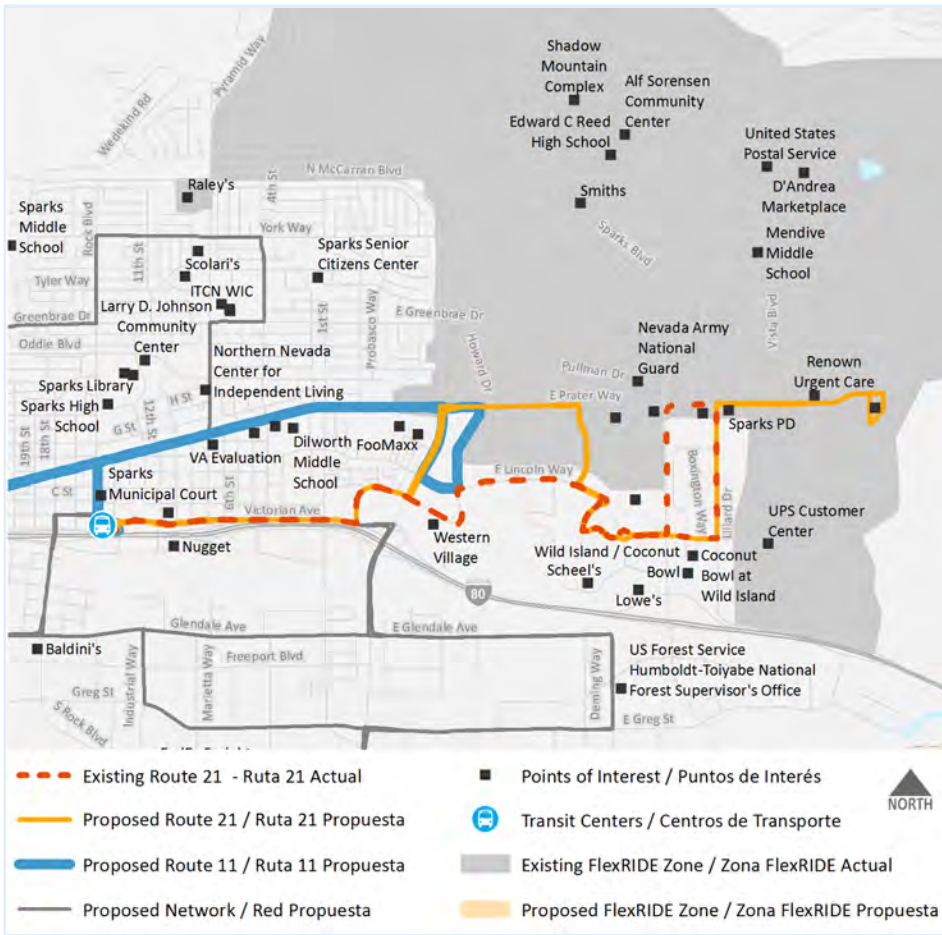
ROUTE 4 (MODIFY)

- Reroute to cover most productive segments of Routes 3CC, 3CL, and 4 north of I-80
- Add midday service on Sundays



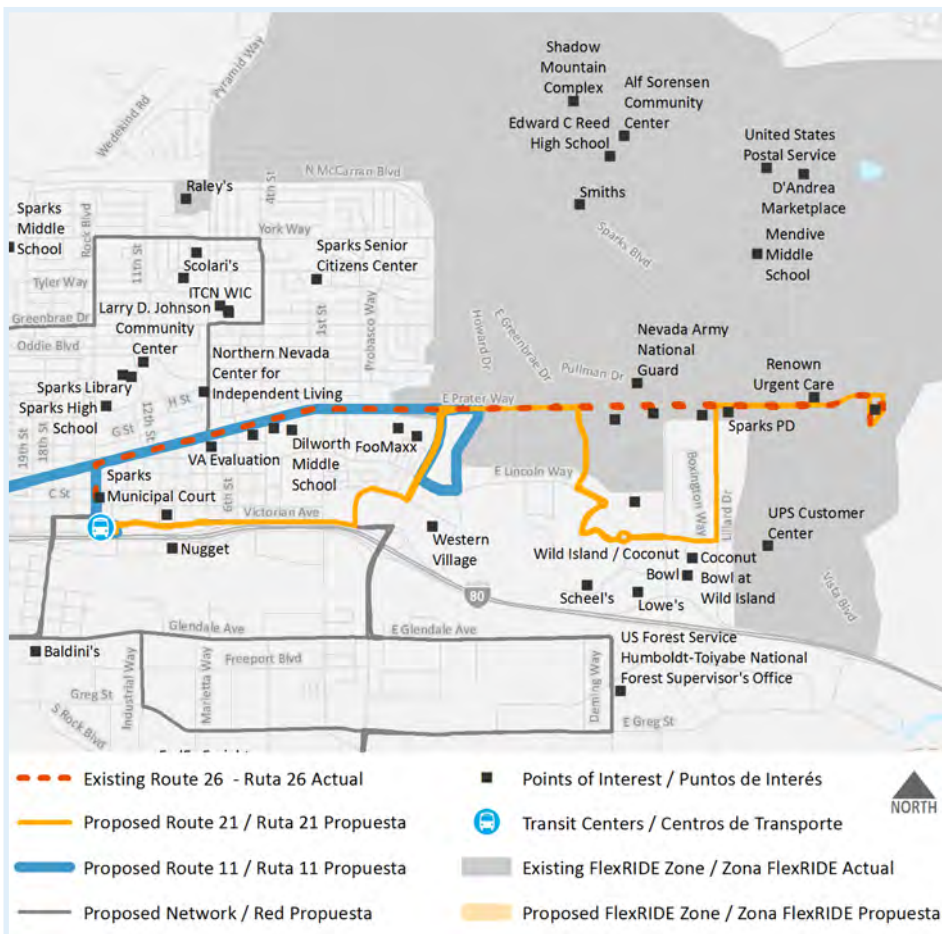
ROUTE 11 (MODIFY)

- Extend route further east and west along the 4th St / Prater corridor
- Connect to shopping destinations at McCarran Blvd @ 7th St
- Connect to shopping destination at McCarran Blvd @ Prater Wy
- Partially replaces discontinued Routes 3CC, 3CL, and 26



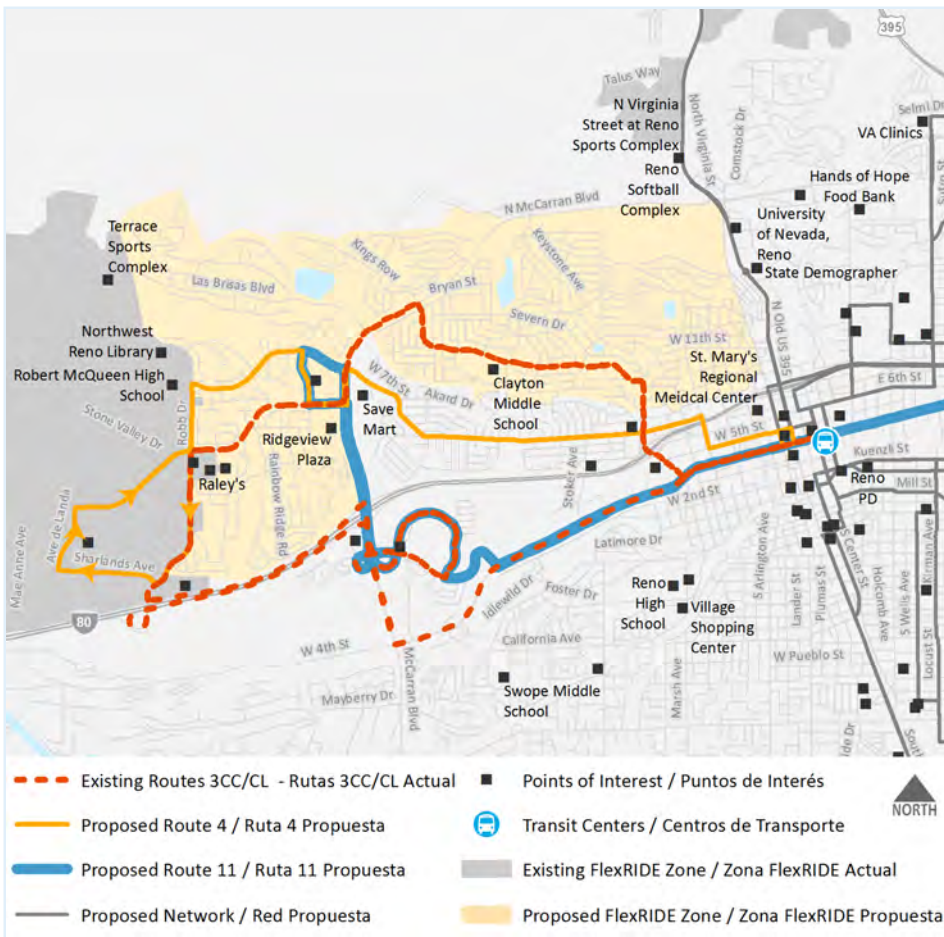
ROUTE 21 (MODIFY)

- Extend Route to Northern Nevada Medical Center
- Reroute to serve discontinued portion of Route 26 on Prater Wy
- Improve Saturday frequency to 30 minutes



ROUTE 26 (DISCONTINUE)

- Discontinue route
- Partially replace with changes to Routes 11 and 21



SOMERSETT / VERDI FLEXRIDE (EXPAND)

- Provide FlexRIDE in areas along discontinued segments of Routes 3CC/CL and 4
- Provides connections to Routes 4 and 11
- Connect to North Valleys FlexRIDE at Reno Sports Complex or Rancho San Rafael Park

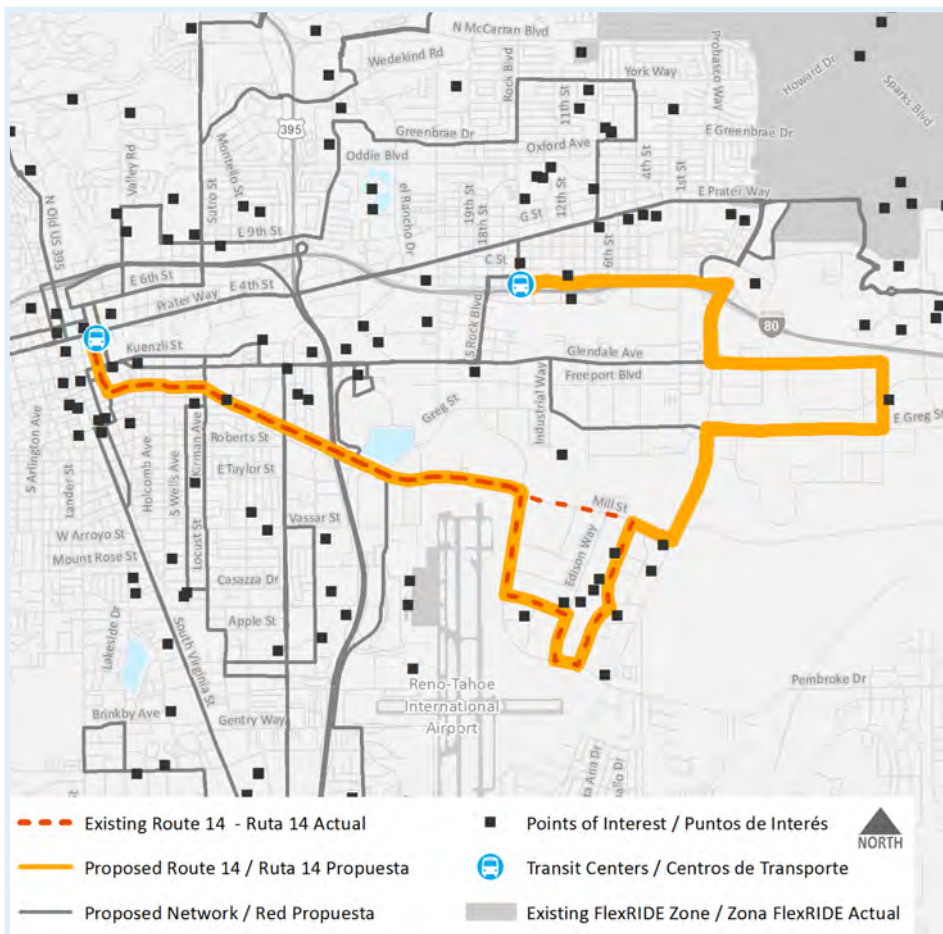




Northern Nevada Medical Center- Sierra

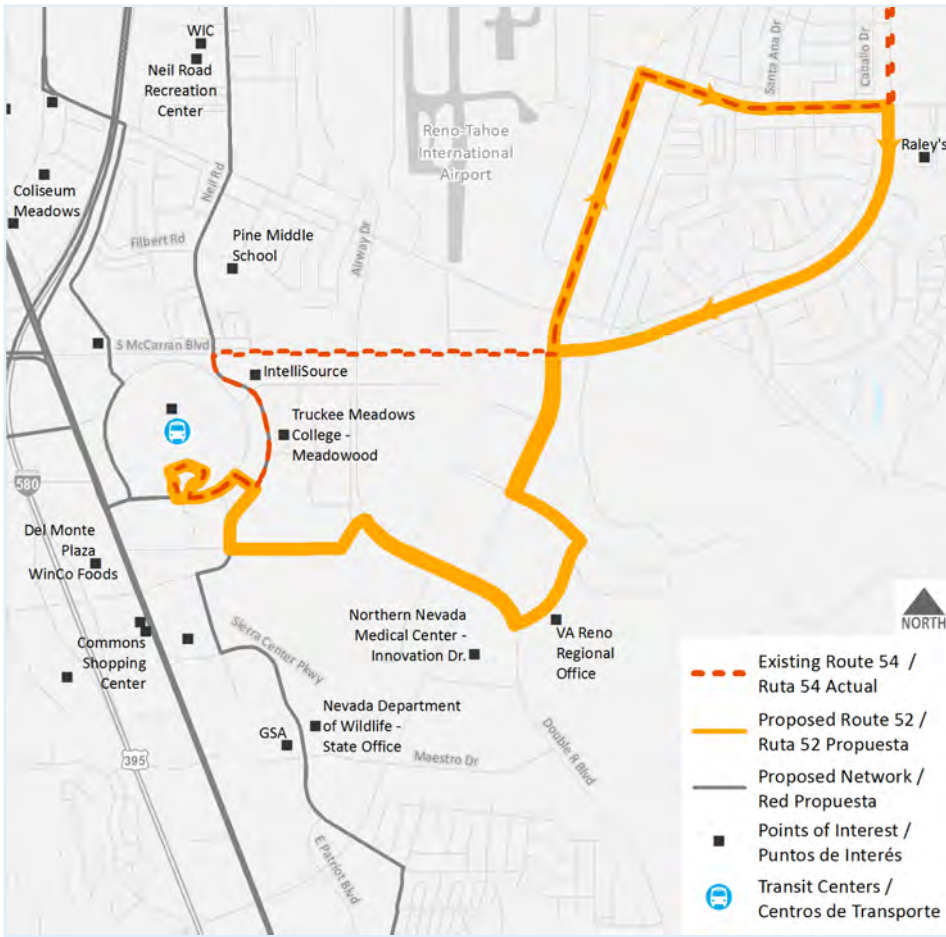
2024-2025 RAPID, RIDE, and FlexRIDE Service Recommendations

The third year of changes focus on services in the southern part of the service area and the Sparks Industrial Area. The major improvement is the extension of Route 14 which would connect the Sparks Industrial Area to the area of Sparks north of I-80. Route 54 would be discontinued because of duplication with the extended Route 14. A new Route 52 would provide service to connect to new destinations south and east of Meadowood Mall and cover a segment of the discontinued Route 54. A new South Meadows / Damonte Ranch FlexRIDE Zone would connect to Route 56 and provide coverage to newer development in the southern part of the service area. Overall, these changes result in an increase of two fixed-route buses, an increase of two microtransit buses, and an increase in 18,000 revenue hours of service.



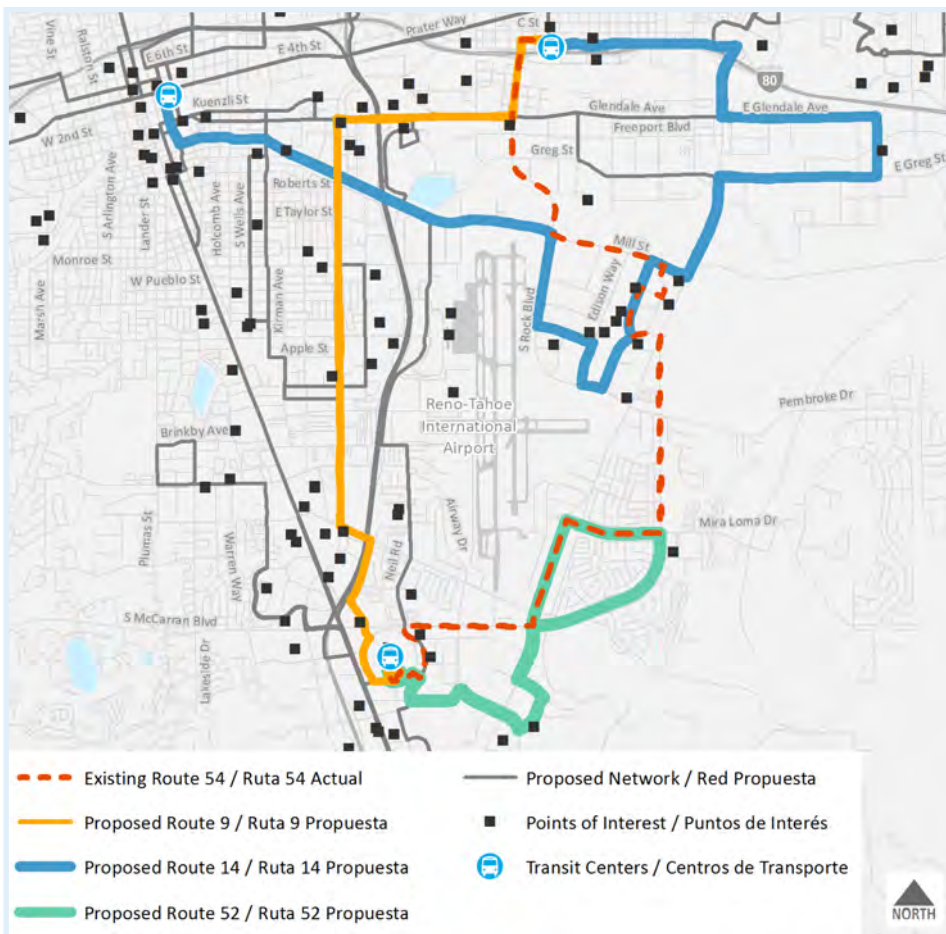
ROUTE 14 (MODIFY)

- Extend route to Centennial Plaza via McCarran Blvd, Greg St, Glendale Ave, and Victorian Ave
- Replace section of eliminated Route 54
- Connects Centennial Plaza to Sparks Industrial Area



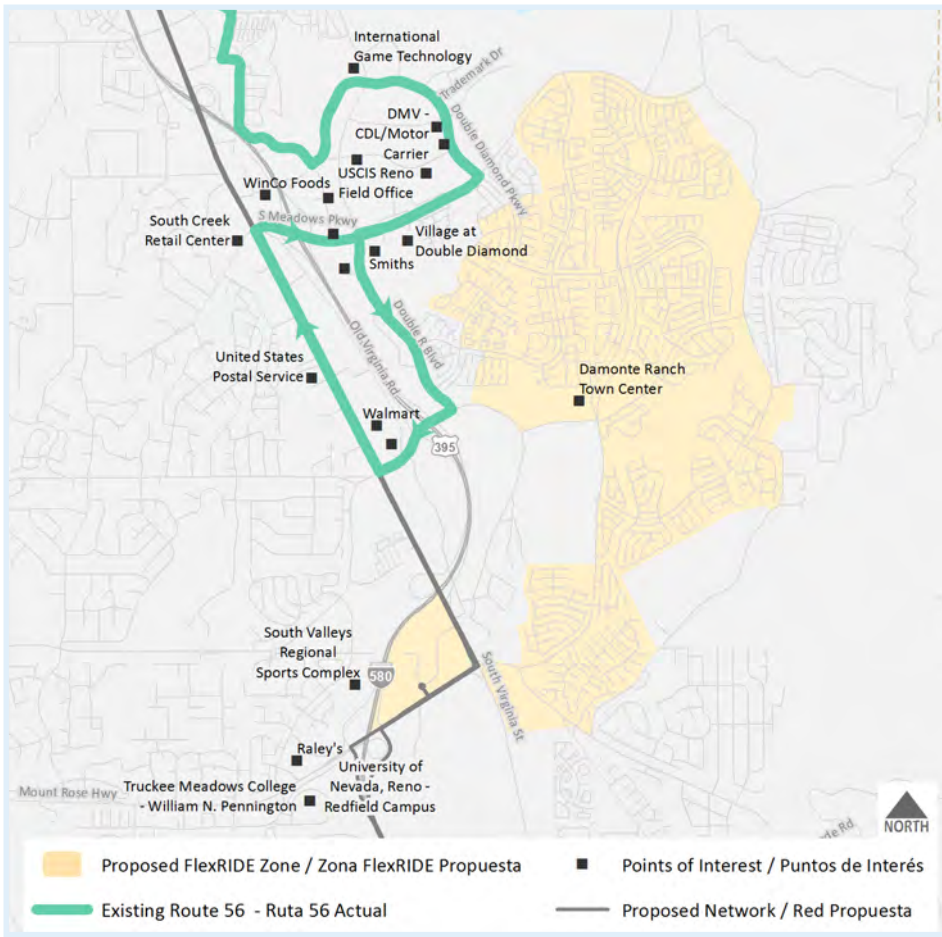
ROUTE 52 (NEW)

- New route connecting Donner Springs to Meadowood Mall
- Provides connection to Veterans Affairs offices and the new Sierra Medical Center
- Partially replaces southern portion of discontinued Route 54
- Service would operate every 30 minutes during weekday peak and midday.
- Service would operate every 60 minutes during early morning, evenings, and weekends



ROUTE 54 (DISCONTINUE)

- Discontinue route
- Partially replace with changes to Route 9, 14, and new Route 52



SOUTH MEADOWS – DAMONTE RANCH FLEXRIDE (NEW)

- Covering new areas of South Meadows south and east of Route 56
- Additional points of interest served outside of zone
 - » Walmart
 - » Raley's at Galena
 - » University of Nevada Reno: Redfield Campus
 - » Other locations as demand warrants



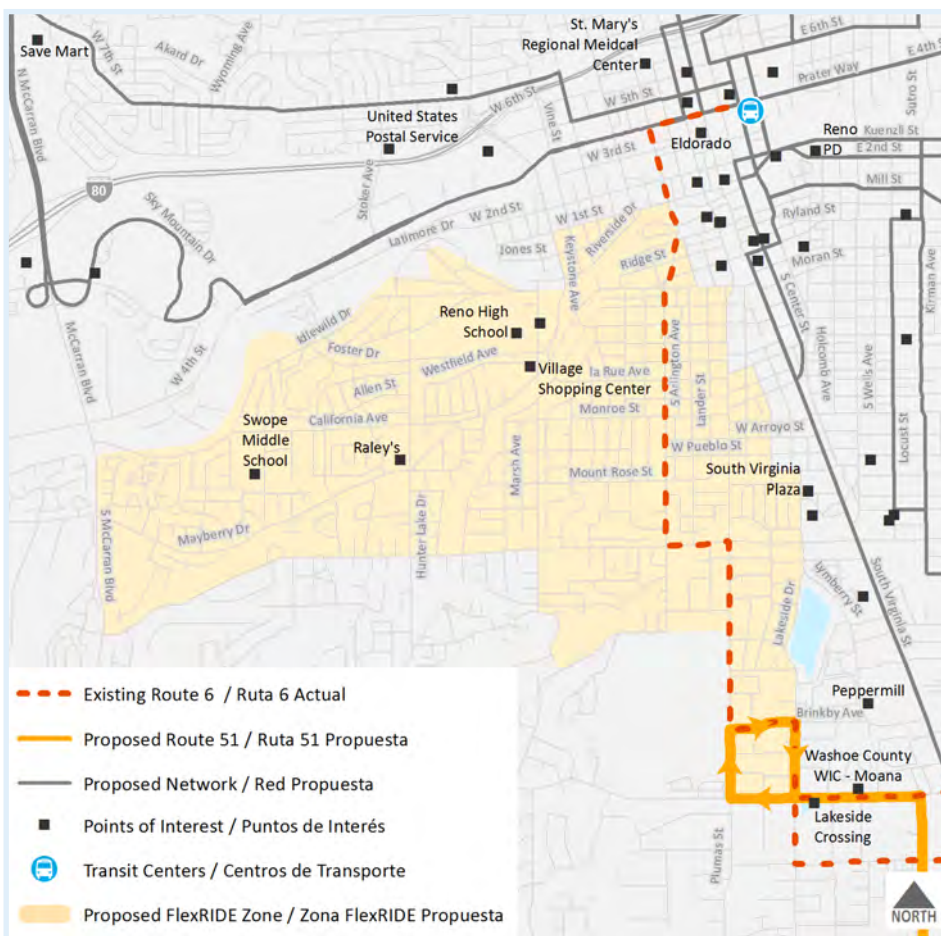
Damonte Ranch



Food Truck Friday at Idlewild Park

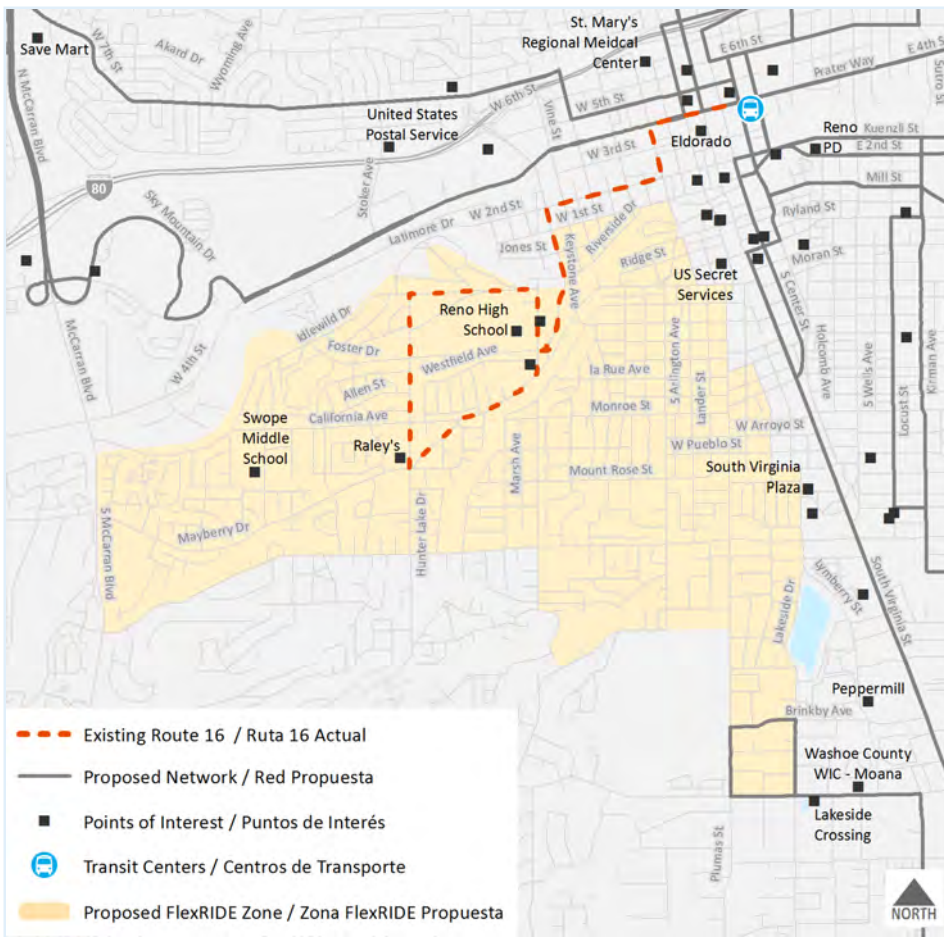
2025-2026 RAPID, RIDE, and FlexRIDE Service Recommendations

The fourth year of changes focus on services in the part of Reno which is south of I-80 and west of Virginia Street. Routes 6 and 16 would be discontinued because of low ridership. A new Route 51 would provide service on the southern section of Route 6, connecting to Meadowood Mall. A new Western Reno FlexRIDE Zone would cover the no longer served segments of Route 6 and 16 and provide expanded transit service coverage in this part of Reno. Overall, these changes result in a decrease of one fixed-route bus, an increase of five microtransit buses, and an increase in 18,000 revenue hours of service.



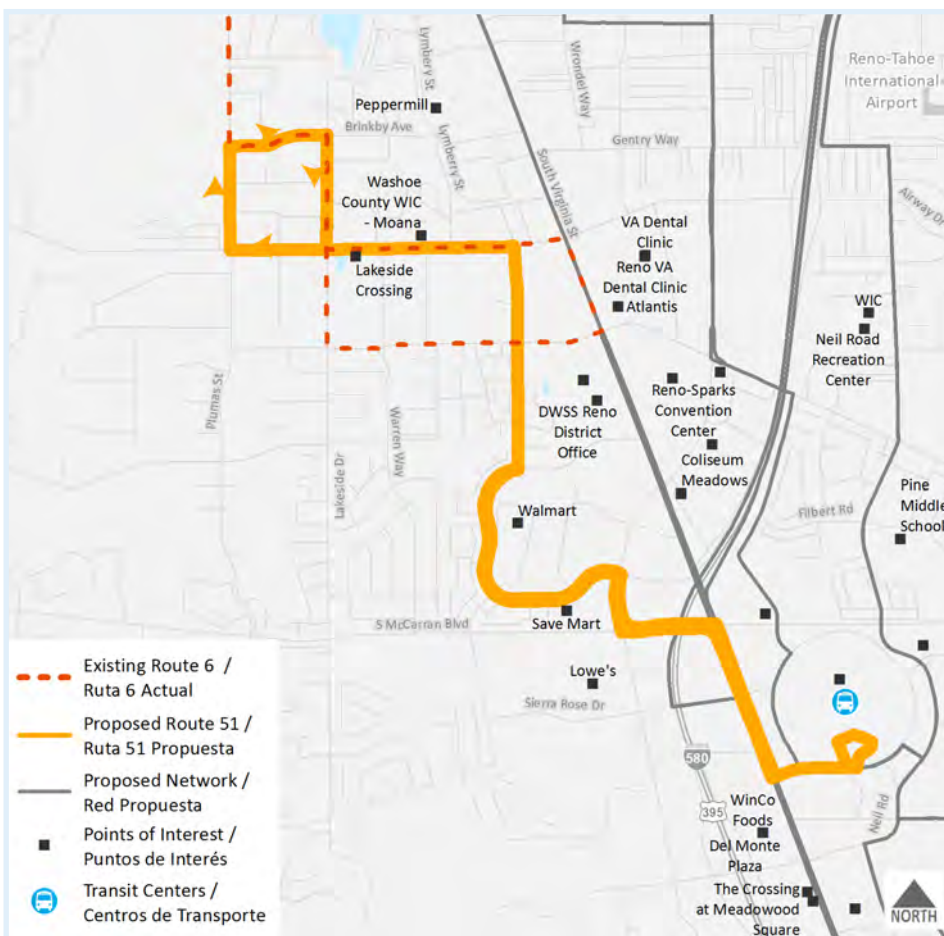
ROUTE 6 (DISCONTINUE)

- Discontinue route because of low ridership
- Partially replace with new Southwest Reno FlexRIDE and new Route 51



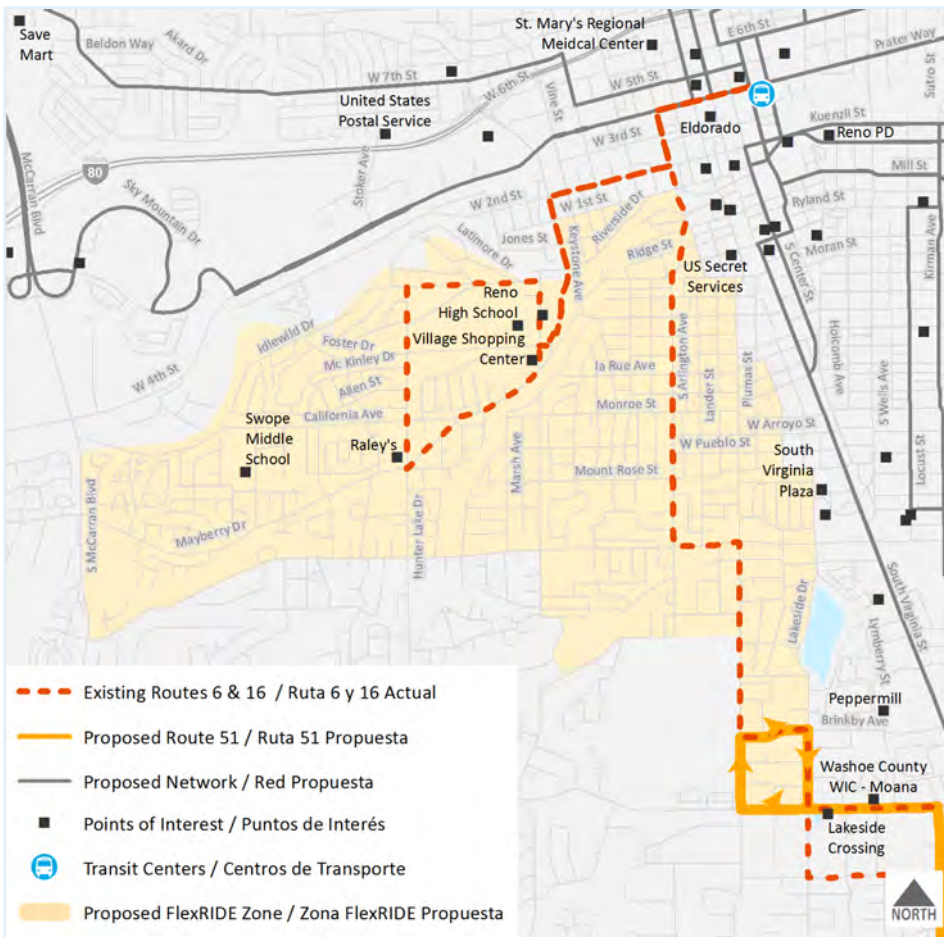
ROUTE 16 (DISCONTINUE)

- Discontinue route because of low ridership
- New West Reno FlexRIDE zone will provide service along eliminated route and expanded service in this area



ROUTE 51 (NEW)

- Connects Greenfield to Firecreek Crossing and Meadowood Mall
- Partially replaces southern portion of discontinued Route 6
- Service would operate every 30 minutes during weekday peak and midday
- Service would operate every 60 minutes during early morning, evenings, and weekends



WESTERN RENO FLEXRIDE (NEW)

- Partially covering areas covered by discontinued Routes 6 & 16
- Connects to 4th Street Station as a Point of Interest

2026-2027 RAPID, RIDE, and FlexRIDE Service Recommendations

There are no specific route changes recommended for the fifth year of the plan. This year should focus on making refinements to the routes as follows:

- Adjust frequencies of new and modified routes based on ridership
- Adjust boundaries of FlexRIDE zones to include additional areas or points of interest based on customer feedback and trip patterns
- Adjust FlexRIDE vehicle levels and hours of service based on trip demand

ACCESS Paratransit Recommendations

The TOPS plan does not assume any reductions in the ACCESS service area based on the proposed routing changes. There are two new routes which may expand the service area in the area south and east of Meadowood Mall. RTC can reasonably assume that demand for ACCESS will continue to increase towards pre-pandemic levels and potentially beyond as population increases in within the service area. RTC has already implemented the following best practices for controlling the cost of ADA paratransit:

- Providing service only within ¾ miles of the fixed-route bus network. This was a recommendation of the 2017 SRTP and was implemented in 2018.
- Providing service during the same hours as the individual fixed-route services. This was also implemented in 2018.
- Conducting interviews and in-person assessments during the eligibility process. Customers must also recertify every five years.
- Require trips to be book next day, including return trips. RTC also negotiates trips times with customers as allowed within the ADA regulations. There is an allowance for will-call and medical return trips to have a more flexible schedule, but a premium fare is charged.
- Have a written no show and late cancellation policy which is enforced by RTC staff.
- Billing Medicaid for eligible trips.

There are a few areas where RTC may want to explore during the next five years to offset the increasing costs of paratransit.

- Allowing RTC ACCESS customers to use the fixed-route service for free. Currently, they pay a \$.75 fare which may cause some users to continue to use the ACCESS service when fixed-route is an option.
- Limiting reservation hours to match RTC Washoe’s Business Office Hours which are 8:00am to 5:00pm. Reservations are currently open from 6:00am to 6:00pm on weekdays.
- Enforcing trip-by-trip eligibility for customers who are only eligible to make trips under certain circumstances.

Senior Mobility Recommendations

RTC currently offers the Washoe Senior Ride and Uber Rides programs for seniors in parts of Washoe County. Washoe Senior Ride is a subsidized taxi programs which allows participants to purchase up to \$60 per month in taxi credit for \$15 for use on trips throughout the county. Under the Uber Rides program, RTC subsidizes 75% of up to five monthly trips on Uber up to \$9 for trips within the general Reno/Sparks area.

These programs provide additional mobility for seniors at a lower cost to RTC than ACCESS. They also have the benefit of providing mobility in areas not currently served by RIDE or FlexRIDE services. The TOPS plan recommends increasing the RTC contribution for the taxi program and increasing Uber trips and contribution as shown in Figure 15 usage and to account for inflation. These increased costs may be offset by reduced or deferred usage of ACCESS eligible customers.

Vanpool Recommendations

The Vanpool program is RTC’s most cost-effective public transportation service and generally “pays for itself” based on new federal funding received for each new vanpool. RTC should provide additional funding to expand the number of vanpools during the TOPS plan. The TOPS plan assumes a 10% annual growth rate for the program. This growth will mainly come from additional development around the Tahoe Reno Industrial Center (TRIC) and isolated facility on the outskirts of Washoe County.

Figure 15 - Senior Mobility Program Recommendations

PROGRAM	CURRENT	PROPOSED
Washoe Senior Ride	RTC provides \$60 of monthly taxi credit for \$15 (max \$180)	RTC provides \$75 of monthly taxi credit for \$15 (max \$150)
Uber Rides	RTC covers up to \$9 per trip for 5 trips per month	RTC covers up to \$10 per trip for 6 trips per month

CAPITAL & TECHNOLOGY RECOMMENDATIONS

Capital Project List and Vehicle Replacements

A capital plan was developed to support the TOPS service recommendations. Figure X lists each project, estimated cost, and expenditure year. The projects would be grant funded when possible and assume a 95% federal match for vehicles and 80% federal match for non-vehicle projects. The local match for the capital projects has been accounted for in the revenue estimates in the Financial Plan included in the Implementation Plan section of this document. The total capital plan will require \$48,246,000 over five years.

BUS STOP AMENITIES

RTC plans to continue making upgrades to bus stops throughout the regional. The improvements will include necessary ADA upgrades and improved passenger waiting facilities. The agency will spend an average of \$410,000 per year for a total of \$2,050,000.

Facility / Infrastructure

RTC plans on making upgrades to several passenger-facing facilities during the TOPS. This includes expansion of the 4th Street Station and upgrades to the existing South Virginia BRT stations. There are also several operating facility projects including a Hydrogen Fuel Cell facility and the design of the future Villanova Operations facility. The plan also includes annual amounts for miscellaneous upgrades at the existing operating facilities. These projects total \$33,248,000 and account for a majority of the capital plan costs.

Technology and Equipment

RTC also plans on funding for technology upgrades, replacements, and enhancements to occur during TOPS. These are further described in the upcoming “Technology Recommendations” section. These projects are expected to cost \$1,190,000 over the five-year TOPS.

REVENUE VEHICLES

The TOPS service recommendations impact the number of vehicles required to provide the different public transportation services operated by RTC. The fixed-route fleet is expected to be reduced by five buses. This allows RTC to reduce a vehicle replacement by from 12 to 7 buses in Year 3 of the plan. The microtransit service will require 12 new vehicles with the addition of two new zones and expansion of another. The largest vehicle replacement will be for a total of 32 paratransit buses between Years 1 and 5. Vehicle expansion and replacement costs will total \$11,761,000 over the five-year plan.

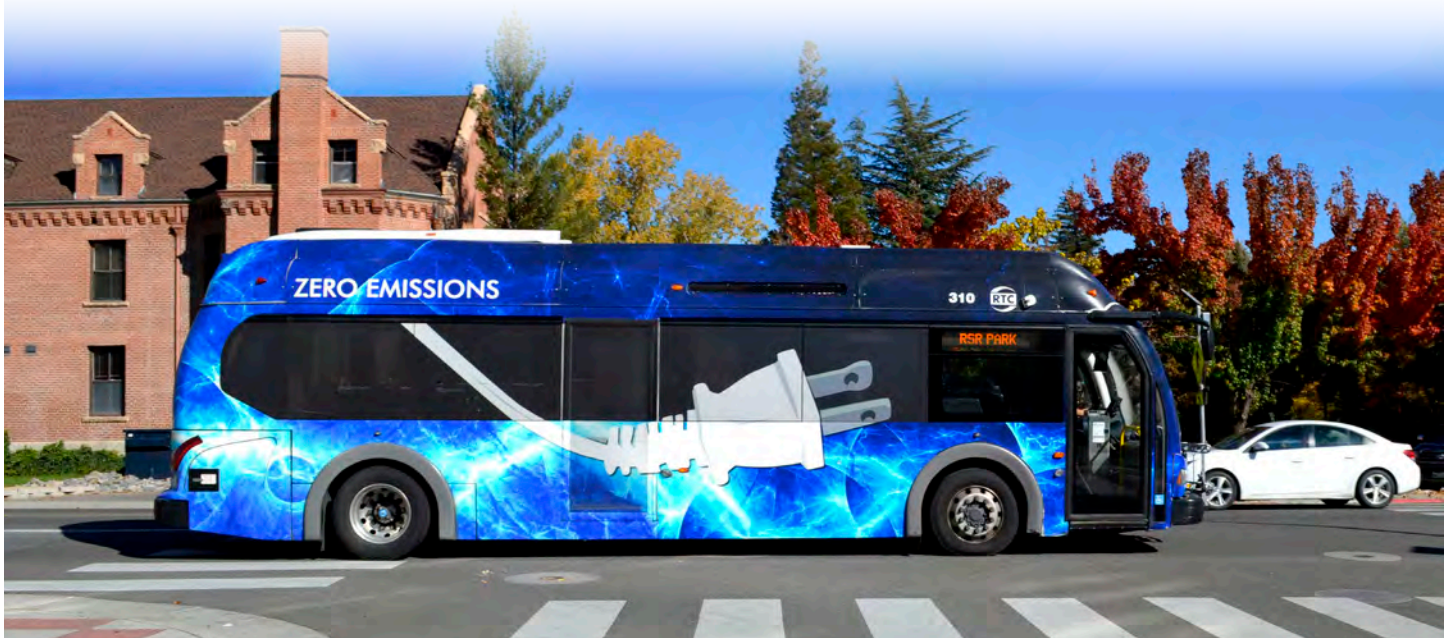


Figure 16 - TOPS Capital Project and Vehicle Replacement Plan

	YEAR 1 FY2023	YEAR 2 FY2024	YEAR 3 FY2025	YEAR 4 FY2026	YEAR 5 FY2027	5 YEAR TOTAL
Bus Stop Amenities						
Bus Stop Amenities and Maintenance	\$389,500	\$399,238	\$409,218	\$419,449	\$429,935	\$2,047,340
Total	\$389,500	\$399,238	\$409,218	\$419,449	\$429,935	\$2,047,340
Facility/Infrastructure						
4th Street Transit Station Expansion	\$3,500,000	\$-	\$-	\$-	\$-	\$3,500,000
Operating Facility Upgrades	\$512,500	\$525,313	\$538,445	\$551,906	\$565,704	\$2,693,868
South Virginia BRT Upgrades	\$5,000,000	\$5,000,000	\$5,000,000	\$-	\$-	\$15,000,000
Shop Equipment	\$10,250	\$10,506	\$10,769	\$11,038	\$11,314	\$53,877
Villanova Facility Design	\$-	\$-	\$-	\$3,500,000	\$3,500,000	\$7,000,000
Hydrogen Fuel Cell Project	\$1,000,000	\$2,500,000	\$1,500,000	\$-	\$-	\$5,000,000
Total	\$10,022,750	\$8,035,819	\$7,049,214	\$4,062,945	\$4,077,018	\$33,247,746
Technology and Equipment						
Computer Hardware & Software	\$226,525	\$232,188	\$237,993	\$243,943	\$250,041	\$1,190,690
Total	\$226,525	\$232,188	\$237,993	\$243,943	\$250,041	\$1,190,690
Revenue Vehicles Purchases						
Fixed-Route Buses - Replacement	-	-	7	-	-	7
Paratransit Bus - Replacement	22	-	-	-	10	32
Microtransit Bus- Expansion	-	5	2	5	-	12
Microtransit Bus - Replacement	3	-	-	-	5	8
Vehicles						
Revenue Vehicle Expansion	\$-	\$368,000	\$150,800	\$386,500	\$-	\$905,300
Revenue Vehicle Replacement	\$3,372,400	\$-	\$5,502,000	\$-	\$1,981,000	\$10,855,400
Total	\$3,372,400	\$368,000	\$5,652,800	\$386,500	\$1,981,000	\$11,760,700
Annual Capital Cost	\$14,011,175	\$9,035,244	\$13,349,225	\$5,112,836	\$6,737,995	\$48,246,476

Technology Recommendations

RTC relies on technology to provide and manage their public transportation services. The agency's technology footprint allows it to either leverage existing technologies, retire some redundant ones, or replace multiple technologies with a single new solution. This section provides recommendations for ways to implement, manage and use technology more efficiently.

STRATEGY AND PLANNING

The first step for RTC Washoe is to build the foundation to manage technology today and in future. This starts with developing a strategy and the people to manage the strategy. The following critical tasks should be followed to establish the appropriate strategy and manage it going forward.

- Create a Public Transportation Technology Steering Committee
- Establish transit technology standards
- Establish ownership of different technology products
- Establish technology life cycles
- Establish business rules for data management
- Establish a staff roles and responsibilities matrix
- Develop and maintain a public transportation information technology inventory

RIDE AND RAPID RECOMMENDATIONS

The purpose of these recommendations is to improve the current technology footprint and make things easier and more functional for fixed-route operations. The recommendations also reduce manual effort, improve data internally and externally and potentially reduce costs in the long term.

- Implement General Transit Feed Specification – Real Time (GTFS-RT) for third-party mapping providers
- Streamline scheduling software and processes
- Move to a single solution for dispatch, vehicle location, real-time information, and CAD/AVL
- Streamline National Transit Database data collection and reporting
- Encourage adoption of mobile ticketing
- Evaluate route planning and Title VI analysis options
- Streamline management of bus stops data
- Move towards a single asset management solution

ACCESS, FLEXRIDE, AND SMART TRIPS RECOMMENDATIONS

There are opportunities to simplify technology use in the paratransit and microtransit service. The Vanpool systems are meeting current needs, but other aspects of the Smart Trips services could use some consolidation. This space is growing with software solutions trying to meet the needs of transit agencies and cities by addressing the different modes under one product suite. Some newer vendors combine paratransit, ridesharing, non-emergency medical transportation, microtransit, planning and others within one suite. The important elements here are to develop the requirements that capture the services, meet the ADA requirements, and required NTD reporting then ensuring the vendor can meet those requirements. The following recommendations should be explored for these services:

- Move towards single management platform for FlexRIDE, ACCESS, and Smart Trips
- Move to a single solution for paratransit dispatch and eligibility
- Streamline National Transit Database data collection and reporting
- Leverage the fixed-route mobile ticketing solution for use with on-demand services

ADMINISTRATION AND ANCILLARY SYSTEMS RECOMMENDATIONS

RTC Washoe needs to plan for the future with a new Customer Relationship Management solution to capture customer information. This information is used for marketing and communications and is essential data on their ridership. It can make Origin/Destination surveys easier and can be a great way to get customer feedback. Today this information is scattered across a number of applications and in some instances is not captured. When new systems that have customer information are procured an integration with the new CRM solution will be part of the implementation and a requirement. RTC Washoe should own all its customer information. The following projects are recommended to improve the systems which support public transportation operations:

- Procure a Customer Relationship Management solution
- Review and revise website content for ease of use
- Develop a maintenance dashboard
- Standardize on-board vehicle video systems
- Implement data management business rules

Implementation Phasing

The phasing of the technology recommendations is show in the Figure X. Some of the projects will take a few years to complete as moving from requirements to procurement to implementation takes time. RTC should first establish the Public Transportation Technology Steering Committee to manage these efforts and update them should priorities change. The phasing plan is meant to be a working plan, and some changes are to be expected, and will need to be managed in an organized manner.

Figure 17 - Technology Phasing Plan



REBUILDING PUBLIC TRANSPORTATION RIDERSHIP

Implementing strategies for retaining current transit riders and attracting new ones is a core objective of the 2023-2027 Transit Optimization Plan Strategies (TOPS) effort. Coming out of the pandemic, much has changed that directly impacts transportation and use of transit. New commuting patterns, labor shortages and resource issues require RTC to be strategic, innovative, and nimble. New service solutions, technologies and system improvements must be embraced and communicated to set the stage for sustainable ridership growth.

Ridership Growth Strategies

The recommended strategies were developed using relevant industry research and publications, exploring best practices among other transit systems and the consultant’s experience working with multiple transit systems to grow ridership. The following is a summary of core recommendations:

- 1) **Take a comprehensive approach to retaining customers and building ridership** Focus on the end-to-end customer experience and align improvements, innovations, programs, and services to attract high-potential ridership markets.
- 2) **Use BRT/RAPID lines as the foundation for service innovations** Improve speed of service wherever possible and feed the RAPID lines with more direct connections and expanded FlexRIDE zones.
- 3) **Enhance digital RTC capabilities** Transform the RTC website into a powerful marketing tool and create a fully integrated digital marketing and communications program that takes full advantage of all available technology.
- 4) **Directly engage, educate, and encourage high potential riders** Use smart-targeted digital and traditional communications to reach high potential ridership markets (employers, employees, schools, communities, popular destinations) and educate on how to use new services, their features, and benefits.
- 5) **Build momentum for increasing ridership** Leverage market conditions (like high gas prices), embrace regional efforts and tout RTC accomplishments (like 100% alternative-fuel fleet) to build momentum for increasing ridership.



Implementation Phasing and Cost

The ridership strategies will require resources including staff time, consultant support, and campaign implementation costs. The following table outlines recommended strategies by year and the estimates cost and resources required to implement. The plan is generally front-loaded based on current ridership levels and the need to bring back riders post-pandemic. There are also resources dedicated to match each year of service improvements to RIDE and FlexRIDE services as outlined in the Public Transportation Service Recommendation section of this report.

Figure 18 - Marketing and Outreach Recommendations

YEAR 1 (FY22-23)		
Strategy	Resource	Estimated Cost
Develop comprehensive 5-year marketing and communications (MAC) plan that aligns with, celebrates and integrates TOPS implementation, regional and operational plans	RTC Staff or Consultant	\$20,000
Identify core messages (Rapid, Flex, service improvements, gas prices, safety, how to ride, apps, etc.) and core audiences (students, employers, employees, Spanish language) for each phase of TOPS implementation	RTC Staff or Consultant	\$20,000
Map out upgrades to rtcwashoe.com website: site design; ADA compliance; SEO; content; URL; landing pages; site performance	RTC Staff or Consultant	\$60,000
Procure external web development consultant; make smart site upgrades where/when possible (First Year)	Consultant	\$90,000
Budget more resources into paid digital campaigns across multiple platforms. Note: website integration and performance are critical in digital marketing; off-site landing pages may be a work around while new website is in development	Digital Media	\$60,000
Enhance employer outreach; use Smart Trips platform and staff to reach out to major employers and schools to identify their transportation needs; explore digital push/pull campaign reach employers and employees; seek out Spanish-language employees	RTC Staff	\$40,000
YEAR 2 (FY23-24)		
Strategy	Resource	Estimated Cost
Complete website redesign; incorporate best practices, real-time information, apps, and all aspects of RTC Washoe (Second Year)	Consultant	\$90,000
Plan digital/ social campaigns that align with TOPS implementation; explore Spanish-first ridership efforts; use influencers in digital campaigns where it makes sense; promote best service; drive everyone to new RTC website; possibly add new promotional URL	RTC Staff	\$200,000
Map out customer journeys; study complete customer experience; identify high potential ridership markets; work with RTC customer service to conduct a satisfaction survey	RTC Staff or Consultant	\$40,000
Continue work with employers; identify benefits with TOPS implementation and service improvements	RTC Staff	\$40,000
YEAR 3 (FY24-25)		
Strategy	Resource	Estimated Cost
Continue digital/ social campaigns that align with TOPS implementation. Campaigns should include FlexRIDE; Rapid; Spanish-first ridership; influencer campaign; features and benefits of RTC Washoe system	RTC Staff	\$40,000
Map out customer journeys; study the complete customer experience; identify high potential ridership markets and align with best, most competitive service	RTC Staff or Consultant	\$40,000
Continue work with employers; identify benefits with TOPS implementation; evaluate pass programs and pricing for employers who subsidize employee passes	RTC Staff	\$40,000
YEAR 4 (FY25-26)		
Strategy	Resource	Estimated Cost
Continue digital campaigns that align with TOPS implementation. Showcase bus speed improvements; target high-potential riders	RTC Staff	\$200,000
Continue work with employers; identify benefits with TOPS implementation; evaluate pass programs and pricing for employers who subsidize employee passes	RTC Staff	\$40,000
YEAR 5 (FY26-27)		
Strategy	Resource	Estimated Cost
Continue digital campaigns that align with TOPS implementation. Showcase bus speed improvements; target high-potential riders	RTC Staff	\$200,000
Continue work with employers; identify benefits with TOPS implementation; evaluate pass programs and pricing for employers who subsidize employee passes	RTC Staff	\$40,000

IMPLEMENTATION PLAN

This section of the report provides a summary of how the agency should implement the TOPS over the next five years. The Financial Plan brings together operating costs, capital projects, and revenues for future budgeting and plannings. We have also provided summaries of the work plan for each year which includes the service recommendations, capital projects, technology efforts, and marketing needs.

Financial Plan

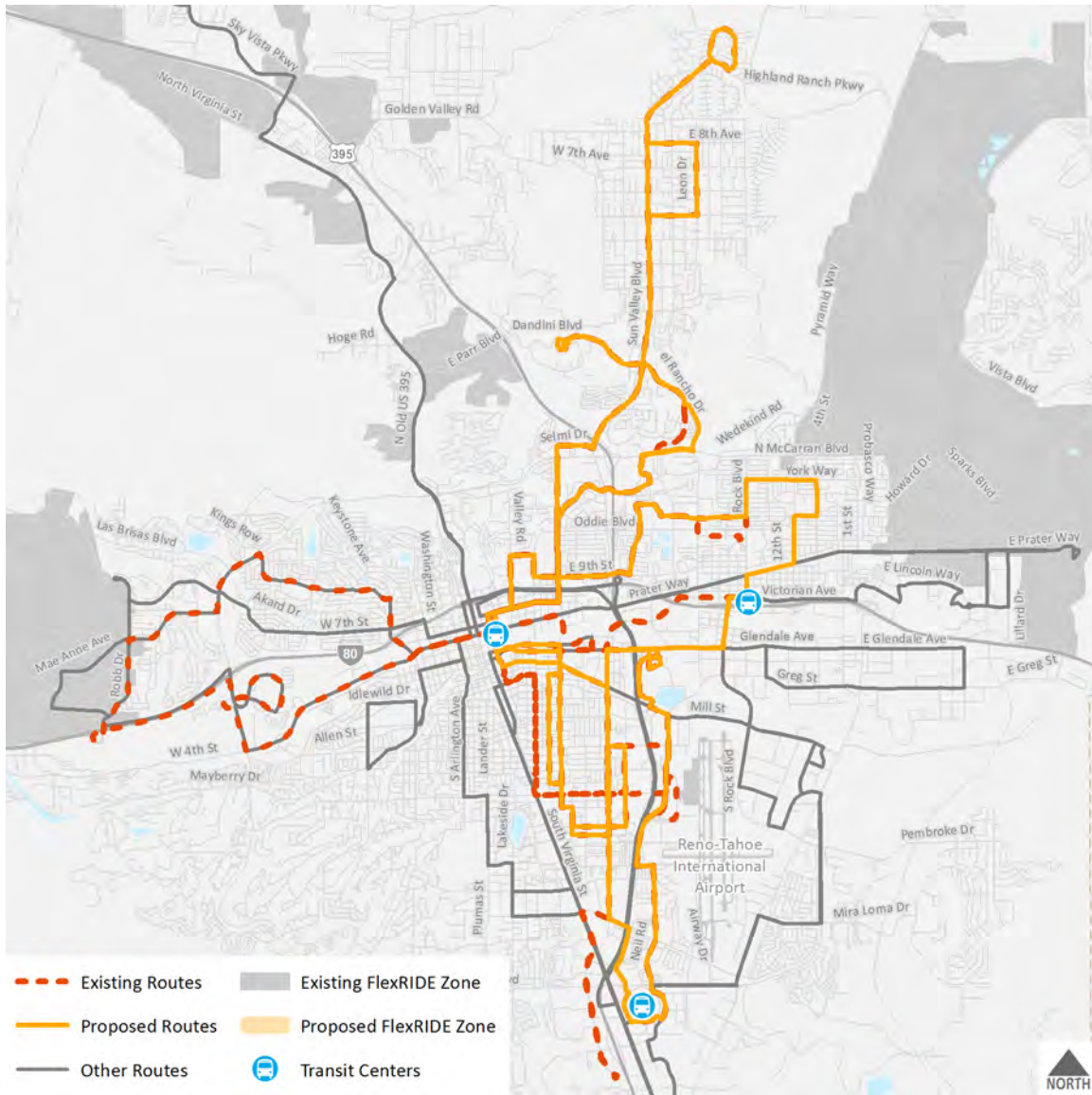
The TOPS Financial Plan in Figure X provides a summary of the financial resources required to implement the plan over the five-year implementation period. The plan includes the assumed levels or service for the different public transportation services and anticipated ridership and revenues. The plan also includes a summary of the capital projects discussed in more detail in the Capital & Technology Recommendation section of the report. The plan includes a number of assumptions as outlined below:

- Ridership on the fixed-route, paratransit, and microtransit services will grow at 10% per year during the five-year plan. This assumes ridership will return to pre-pandemic levels by the end of the fourth year of the plan
- There will no be a fare increase during this period
- Contracted operating costs will increase at a greater rate than in previous years based on increasing cost pressures
- RTC will use federal grant funds to reduce the local match of capital projects
- Public Transportation Sales Tax revenue available to public transportation will grow by 3% annually



Figure 19 - TOPS Financial Plan

OPERATIONS SUMMARY	YEAR 1 FY2023	YEAR 2 FY2024	YEAR 3 FY2025	YEAR 4 FY2026	YEAR 5 FY2027	5 YEAR TOTAL
Fixed-Route and Flex Service Statistics						
Revenue Hours	281,580	296,816	314,860	333,268	333,268	1,559,792
Revenue Miles	3,167,488	3,561,230	3,796,172	4,187,825	4,187,825	18,900,541
Passengers	5,867,160	6,420,544	7,157,384	7,802,860	8,585,200	35,833,148
System Productivity	20.8	21.6	22.7	23.4	25.8	23.0
ADA Service Statistics						
Total Hours	73,700	81,070	89,177	98,095	107,904	449,946
Total Miles	1,179,200	1,297,120	1,426,832	1,569,515	1,726,467	7,199,134
Passengers	147,400	162,140	178,354	196,189	215,808	899,892
Operating Revenues						
Fixed-Route and Flex Fare Revenue	\$3,494,488	\$3,825,093	\$4,263,937	\$4,648,875	\$5,114,564	\$21,346,957
ADA Passenger Fares	\$294,800	\$324,280	\$356,708	\$392,379	\$431,617	\$1,799,783
Non-Operating Revenue	\$41,965,963	\$43,795,172	\$45,052,057	\$47,280,084	\$48,610,164	\$226,703,440
Total Operating Revenues	\$45,755,252	\$47,944,545	\$49,672,701	\$52,321,338	\$54,156,345	\$249,850,181
Operating Expenses						
Fixed-Route and Flex Operating Cost	\$26,068,341	\$28,171,700	\$30,903,100	\$33,064,700	\$34,717,900	\$152,925,741
ADA Operating Cost	\$5,670,319	\$6,549,200	\$7,564,300	\$8,736,800	\$10,091,000	\$38,611,619
Administrative and Other Cost	\$11,561,623	\$12,152,735	\$12,530,846	\$12,923,939	\$13,332,846	\$62,501,988
Total Operating Expenses	\$43,300,283	\$46,873,635	\$50,998,246	\$54,725,439	\$58,141,746	\$254,039,349
Operating Expense/Revenue Summary						
Net Operating Revenue	\$2,454,969	\$1,070,910	(\$1,325,544)	(\$2,404,100)	(\$3,985,401)	\$(4,189,168)
Fixed-Route and Flex Service Farebox Recovery Ratio	13%	14%	14%	14%	15%	14%
CAPITAL SUMMARY						
Capital Expenses						
Bus Stop Amenities	\$389,500	\$399,238	\$409,218	\$419,449	\$429,935	\$2,427,340
Facility/Infrastructure	\$10,022,750	\$8,035,819	\$7,049,214	\$4,062,945	\$4,077,018	\$38,232,746
Technology and Equipment	\$226,525	\$232,188	\$237,993	\$243,943	\$250,041	\$1,553,049
Vehicles	\$3,372,400	\$368,000	\$5,652,800	\$386,500	\$1,981,000	\$28,458,740
Total Capital Expenses	\$14,011,175	\$9,035,244	\$13,349,225	\$5,112,836	\$6,737,995	\$70,671,875
Net Capital Revenue	\$-	\$-	\$-	\$-	\$-	\$-
TOTAL OPERATING & CAPITAL EXPENSES	\$57,311,458	\$55,908,880	\$64,347,471	\$59,838,275	\$64,879,741	\$364,605,805
FUNDING SUMMARY						
Funding						
Operating Revenues and Funds	\$45,755,252	\$47,944,545	\$49,672,701	\$52,321,338	\$54,156,345	\$294,406,431
Capital Funding	\$14,011,175	\$9,035,244	\$13,349,225	\$5,112,836	\$6,737,995	\$70,671,875
TOTAL FUNDING	\$59,766,427	\$56,979,789	\$63,021,927	\$57,434,175	\$60,894,339	\$365,078,306

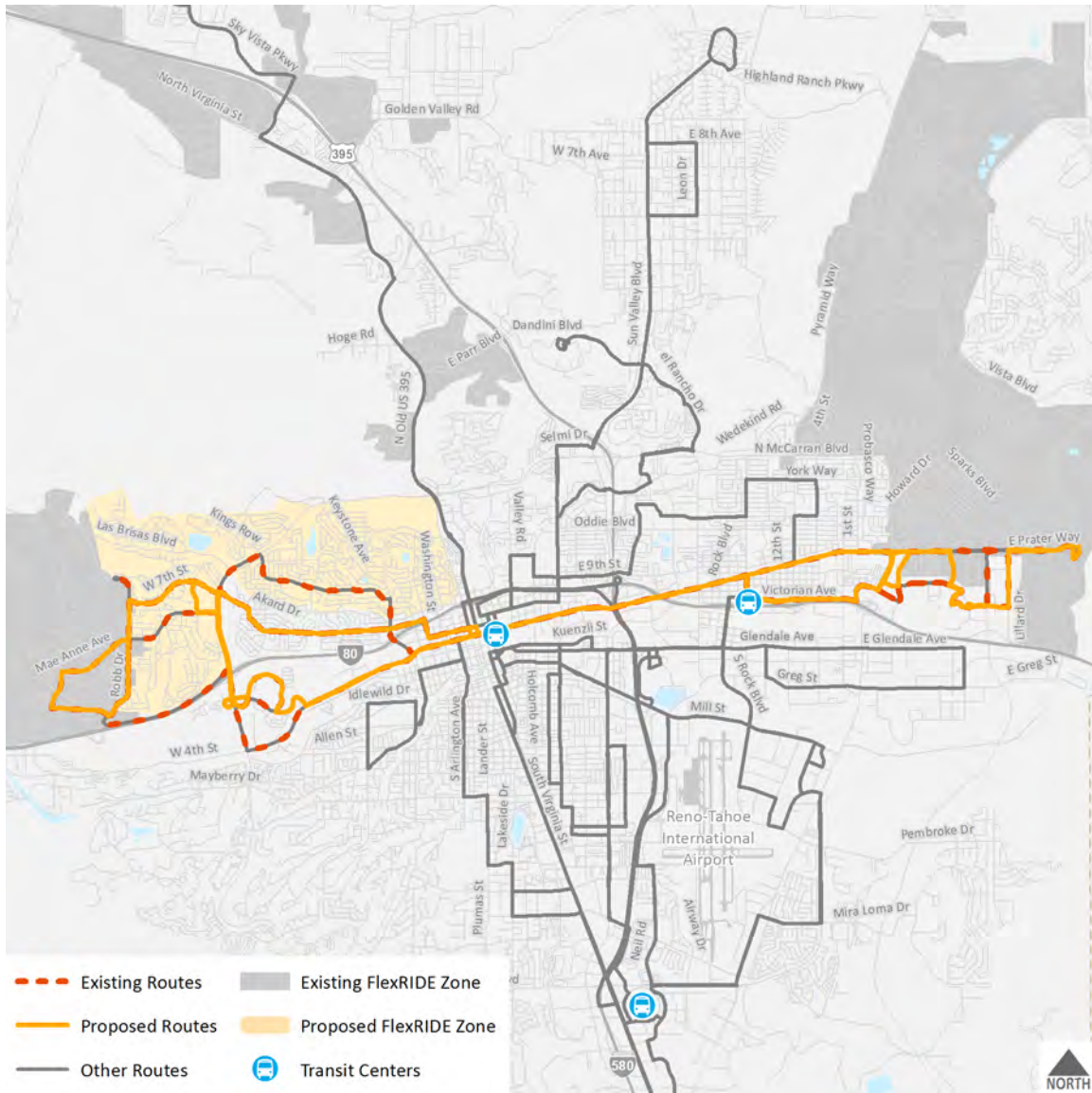


Public Transportation Service Recommendations

Capital & Technology Recommendations

Rebuilding Public Transportation Ridership

- Modify Routes 5, 9, 12, 13, & 15
 - Discontinue Routes 2S, 3CC, & 19
-
- Bus Stop Amenities and Maintenance
 - 4th Street Transit Station Expansion
 - Operating Facility Upgrades & Equipment
 - South Virginia BRT Upgrades (Multi-year)
 - Hydrogen Fuel Cell Project (Multi-year)
 - Replace 22 Paratransit Buses
 - Replace 3 Microtransit Buses
 - Fixed Route Software Upgrades
 - GTFS Real-Time Implementation
-
- Develop 5-year Marketing and Communications (MAC) Plan
 - Plan for Website Upgrades
 - Paid Digital Campaigns
 - Enhance Employer Outreach



Public Transportation Service Recommendations

- Modify Routes 4, 11, & 21
- Discontinue Routes 3CL, & 26
- Expand Somerset / Verdi FlexRIDE Zone

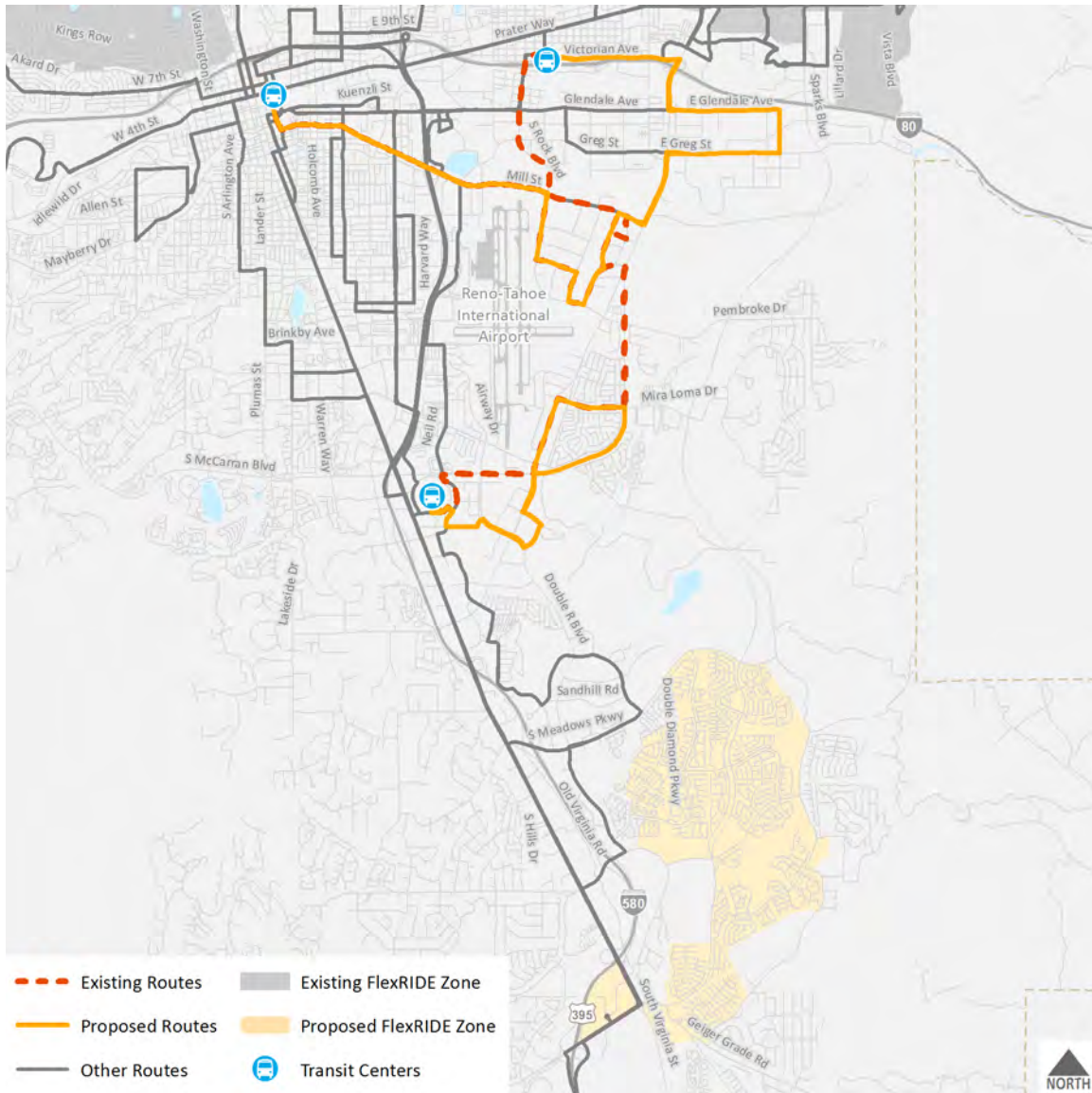
Capital & Technology Recommendations

- Bus Stop Amenities and Maintenance
- Operating Facility Upgrades & Equipment
- South Virginia BRT Upgrades (Multi-year)
- Hydrogen Fuel Cell Project (Multi-year)
- Purchase 3 Expansion Microtransit Buses
- CAD/AVL Software Replacement
- Procure Enterprise Asset Management System

Rebuilding Public Transportation Ridership

- Website Redesign
- Continue Paid Digital Campaigns
- Study Customer Experience
- Continue Employer Outreach

Fiscal Year 2024-2025 Work Plan



Public Transportation Service Recommendations

- Modify Route 14,
- Discontinue Route 54
- New Route 52
- New South Meadows -Damonte Ranch FlexRIDE Zone

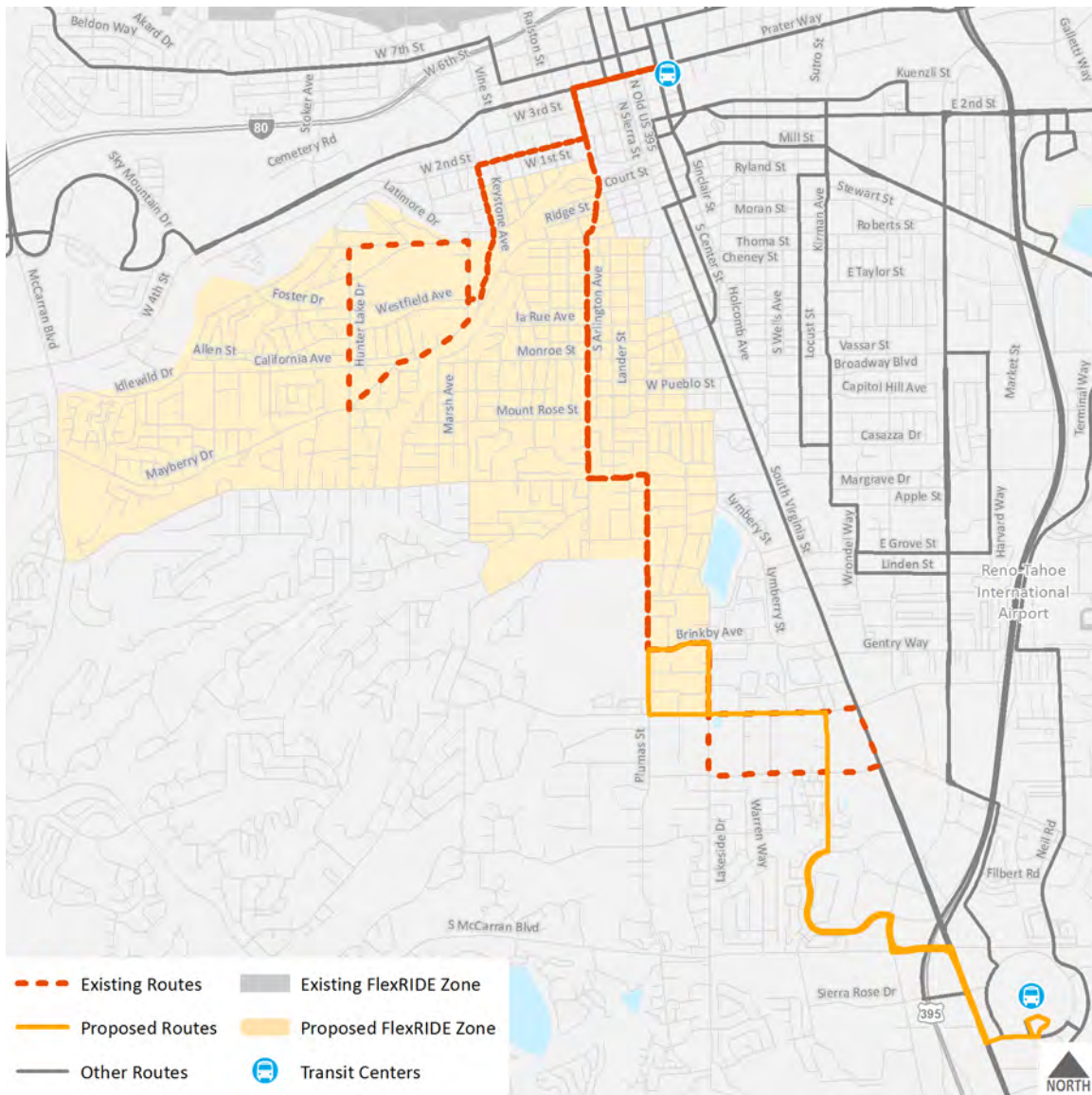
Capital & Technology Recommendations

- Bus Stop Amenities and Maintenance
- Operating Facility Upgrades & Equipment
- South Virginia BRT Upgrades (Multi-year)
- Hydrogen Fuel Cell Project (Multi-year)
- Replace 7 Fixed-Route Buses
- Purchase 2 Expansion Microtransit Buses
- Fixed-Route Software Replacement
- Develop Maintenance Dashboard
- Procure Customer Management Software

Rebuilding Public Transportation Ridership

- Continue Paid Digital Campaigns
- Study Customer Experience
- Continue Employer Outreach

Fiscal Year 2025-2026 Work Plan



Public Transportation Service Recommendations

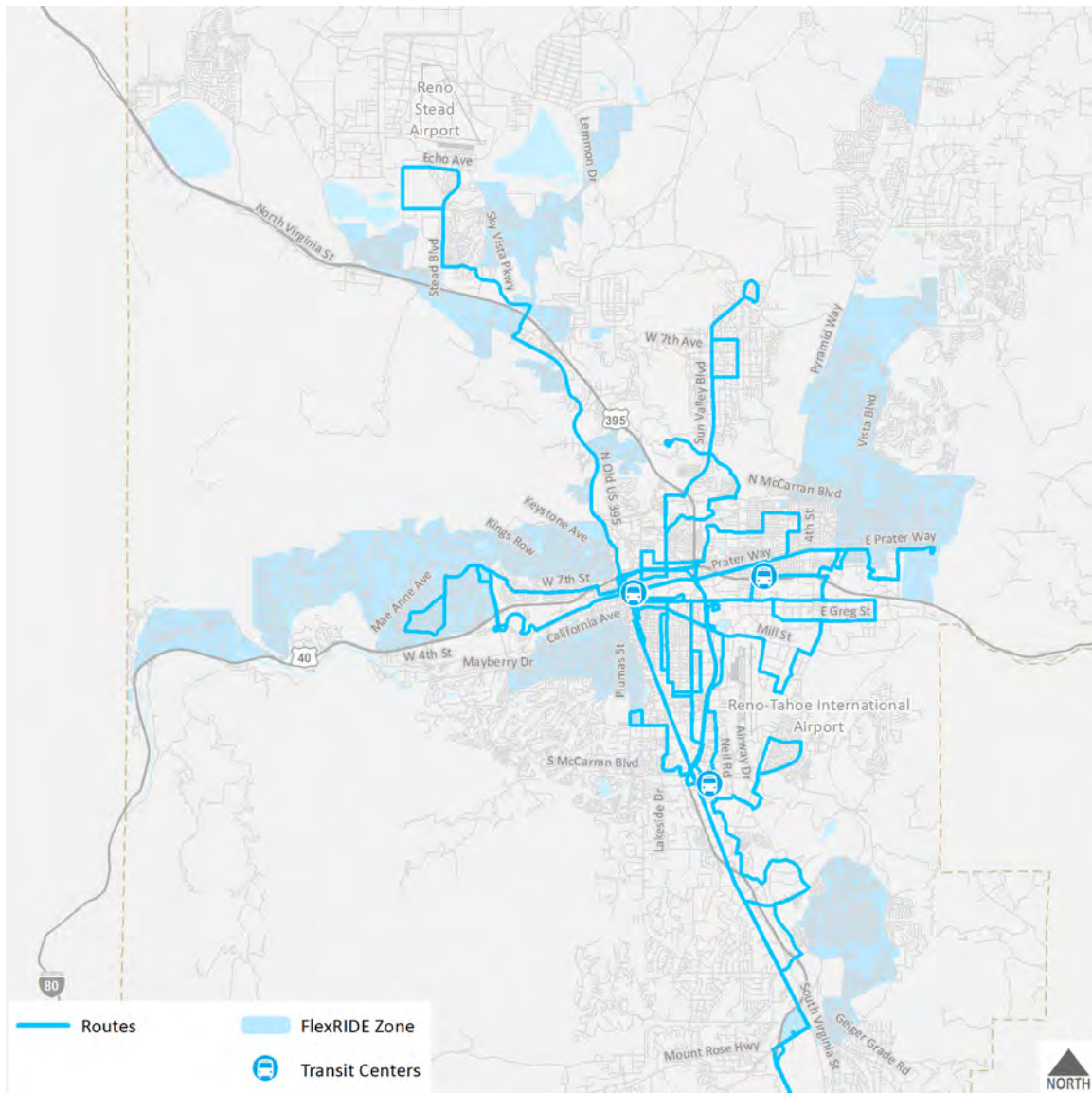
- Discontinue Routes 6 & 16
- New Route 51
- New Western Reno FlexRIDE Zone

Capital & Technology Recommendations

- Bus Stop Amenities and Maintenance
- Operating Facility Upgrades & Equipment
- Villanova Facility Design (Multi-year)
- Purchase 5 Expansion Microtransit Buses

Rebuilding Public Transportation Ridership

- Continue Paid Digital Campaigns
- Continue Employer Outreach



Public Transportation Service Recommendations

- Adjust new and modified routes based
- Adjust boundaries and service levels for FlexRIDE Zones

Capital & Technology Recommendations

- Bus Stop Amenities and Maintenance
- Operating Facility Upgrades & Equipment
- Villanova Facility Design (Multi-year)
- Replace 10 Paratransit Buses
- Replace 5 Microtransit Buses

Rebuilding Public Transportation Ridership

- Continue Paid Digital Campaigns
- Continue Employer Outreach



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 6.1

From: Mark Maloney, Director of Public Transportation & Operations

RECOMMENDED ACTION

Conduct a public hearing on potential service changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies (TOPS) document for RTC RIDE (Routes 2S, 3CC, 5, 9, 13, 15, and 19), FlexRIDE (service areas), ACCESS (changes to reservation hours) and other transportation programs (Washoe Senior Ride program and Uber Rides program); approve the recommended service changes.

BACKGROUND AND DISCUSSION

As part of the development of the FY 2023-2027 TOPS plan, the consultant team created a series of recommendations for RTC's transit services. Over the life span of this plan, recommended changes will be implemented dependent upon ridership, staffing levels and available financial resources. The first series of service changes are recommended for September 10, 2022, and include the following:

Route modifications:

Route 5

- Utilize the current Route 15 line-of-route from 4TH STREET STATION to the Clear Acre Lane / Sun Valley Boulevard and El Rancho Drive / Dandini Boulevard intersection.
- This change allows for a connection of Sun Valley residents to access the new Hug High School (Sun Valley is zoned for this high school) and access to the Northtowne Shopping Center (WinCo Foods).

Route 9

- Change the current line-of-route from:
 - Leave CENTENNIAL PLAZA to Victorian Avenue-Battle Born Way-Kietzke Lane-2nd Street-Kirman Avenue-Mill Street-Kietzke Lane-Peckham Avenue-Virginia Street-Kietzke Lane ending at Kietzke Lane's southernmost roundabout.
- Change line-of-route to:
 - Leave CENTENNIAL PLAZA to Victorian Avenue-Rock Boulevard-Glendale Avenue/2nd Street-Mill Street-Kietzke Lane-Meadowood Mall Way-Meadowood Mall Circle into RTC's Transfer Station at Meadowood Mall.
- These modifications allow for an improved connection with major activity centers and provides direct access to Walmart on 2nd Street by Sparks residents, and restores access to the Firecreek Walmart from the Meadowood Mall area. This change was based on continuing feedback from the public participation process.

Route 13

- Change the current line-of-route from 4th Street to Sutro, which turns into Kirman Avenue, to Lake Street to Mill Street to Kirman Avenue.
- Extend routing to serve the Social Security Administration Offices on Vassar St.

Route 15

- Utilize the current Route 5 line-of-route from 4TH STREET STATION to the Clear Acre Lane / Sun Valley Boulevard and El Rancho Drive / Dandini Boulevard intersection.
- This recommendation creates a shorter trip time between 4TH STREET STATION and Truckee Meadows Community College (TMCC).

Routine Schedule Time Adjustments

As part of RTC's on-going effort to provide reliable and on-time service, staff monitors bus travel times and speeds, as well as other statistics. As traffic patterns, passenger habits, and street networks change, these changes have an effect on the reliability and on-time performance of each route. Therefore, each service change contains small adjustments to the schedule timetables to maintain their relevance to what the bus can actually perform, thereby improving reliability and on-time performance, as well as customer service. This service change will contain these small adjustments to a nominal number of routes.

Route Discontinuation:

- **Route 2S** (Route 2 remains unchanged),
- **Route 3CC** (Route 3CL remains unchanged), and
- **Route 19**

These routes have low ridership and have not been in-service for the last several months due to staffing levels. Furthermore, RTC staff has received a minimal number of complaints concerning these routes. Community feedback regarding these recommended changes received an average public approval rating of 57.2%, and an average disapproval rating of 18.3%.

FlexRIDE Adjustments

As part of RTC's on-going effort to improve service, staff continually monitors the FlexRIDE program, its service zones, and points-of-interest around each zone. The TOPS plan recommends adding specific new points-of-interest for the existing FlexRIDE zones such as Truckee Meadows Community College and additional locations in Spanish Springs. New zones will continue to be added as budget, staffing, and vehicles will allow.

Expanded Senior Services and ACCESS Reservation Hours Change

As contained in TOPS, staff recommends to expand and improve access to specialty transportation programs which includes enriching the Washoe Senior Rides and Uber Rides services subsidy. The plan also recommends standardizing the ACCESS reservation hours to a consistent 8:00 AM to 5:00 PM seven-days a week.

Staff recommends the above recommended changes be implemented for a September 10, 2022, service change.

Title VI Analysis

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes or any fare change. RTC policy identifies a major service change 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 or
 - 25% or more of the route's ridership (defined as activity at impacted bus stops).

The analysis prepared under Title VI requirements is used to determine if a disparate impact exists with minority and disadvantaged populations. RTC's Title VI policy defines that a disparate impact exists if the impact of any major service change requires a minority population to bear adverse effects (20% more or less) than those adverse effects borne by the non-minority population. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

RTC's policy thresholds for determining a disparate impact under Title VI requirements and a disproportionate burden under Environmental Justice guidance is 20%. For the proposed route changes as measured by the process guided by RTC's Title VI policy, the burden for minority populations is 19.4% and the burden for low-income populations is 13.7%. Based upon this analysis, no disparate impact or disproportionate burden exist.

FISCAL IMPACT

The proposed changes represent an approximate annual savings of 6,656 revenue hours. Changes to ACCESS, FlexRIDE, and other transportation programs will also have a small financial impact dependent upon the level of ridership.

PREVIOUS BOARD ACTIONS:

Apr 15, 2022	Received an update on Transit Optimization Plans Strategies (TOPS) service change recommendations for acknowledgement and direction regarding the recommendations.
Mar 18, 2022	Received an update on planned efforts to rebuild public transportation 2023-2027 Transit Optimization Plan Strategies (TOPS) study process based on input received at the Board's workshop in January 2022.
Dec 17, 2021	Received a report on the FY 2022-2026 Transit Optimization Plan Strategies (TOPS) for discussion and possible direction.

- May 21, 2021 Approved an agreement with Transportation Management & Design Inc., (TMD) for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430.
- Nov 20, 2020 Authorized a Request for Proposals (RFP) for the selection of Professional Services for the 2023-2027 Transit Optimization Plan Strategies (TOPS) study.

ADVISORY COMMITTEE(S) REPORT

The proposed service change concepts discussed above were presented to the Citizens Multimodal Advisory Committee on July 6, 2022, and the Technical Advisory Committee on July 7, 2023.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 7.1

From: Bill Thomas, Executive Director

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 7.2

From: Bill Thomas, Executive Director

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

ATTACHMENT

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

**Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
July 15, 2022 Board Meeting
Prepared July 11, 2022**

Appropriations

The House Appropriations Committee approved the Fiscal Year (FY) 2023 Transportation, and Housing and Urban Development, and Related Agencies (THUD) spending bill in a 32-24 vote. The measure provides \$105.4 billion in total budgetary resources to USDOT, with much of the funding supporting infrastructure investments authorized in the *Bipartisan Infrastructure Law* (PL 117-58). The spending bill also includes \$3.7 billion for 1,827 Community Project Funding requests submitted by 331 Members of Congress. The full House of Representatives will consider the measure later this summer. More specifically there is:

- \$17.5 billion for FTA, including \$13.6 billion for Transit Formula Grants to expand bus fleets and increase the transit state of good repair; \$3 billion for Capital Investment Grants to create new transit routes, and \$646 million for Transit Infrastructure Grants to assist transit agencies in purchasing low and no emission buses and more,
- \$18.7 billion for FAA, \$193 million above fiscal year 2022, including \$1.6 billion for Aviation Safety and \$273 million for discretionary Airport Improvement Grants and projects,
- \$61.3 billion for FHWA formula programs funded from the Highway Trust Fund, including \$1.8 billion for discretionary highway programs and projects,
- \$3.8 billion for FRA, an increase of \$501 million above fiscal year 2022, which includes \$555 million for the Federal-State Partnership for Intercity Passenger Rail grant program, \$630 million for CRISI grants,
- \$2.3 billion for Amtrak — \$14 million above fiscal year 2022 — including \$882 billion for the Northeast Corridor and \$1.5 billion for National Network grants,
- \$874 million for FMCSA,
- \$1.2 billion for NHTSA
- \$987 million for MARAD,
- \$775 million for “National Infrastructure Investments,” which is what the Administration calls RAISE, same amount as in fiscal 2022,
- \$100 million for the new Thriving Communities program created last year aimed at making transportation cleaner and more affordable and improving connections to health care, education and food security, among other purposes.

RTC Washoe had a few projects advanced by the Nevada delegation.

- \$4,000,000 for Lemmon Drive supported by Rep. Amodei. This project made it in the House THUD bill approved by the Committee on June 23rd and is now awaiting a vote on the full House floor.
- \$4,500,000 for Villanova Maintenance Facility supported by Sen. Rosen and Sen. Cortez Masto. The Senate has yet to announce their markup schedule for Committees and we will know where this project stands after those are complete.

The House Rules Committee announced that they will be combining the fiscal 2023 Transportation-HUD appropriations with five other FY23 spending bills and moving the combined package to the House floor late this week or next week.

Infrastructure Law Implementation

FHWA announced a Notice of Proposed Rulemaking (NPRM) on proposed minimum standards and requirements for projects funded under the **National Electric Vehicle Infrastructure (NEVI)** Formula Program. The proposed rule would establish the groundwork for states to build federally-funded charging station projects across a national EV charging network, an important step towards making electric vehicle charging accessible to all Americans.

USDOT and the Department of Housing and Urban Development (HUD) established the **Thriving Communities** program authorized by the *Consolidated Appropriations Act, 2022* (PL 117-103) to provide technical assistance and capacity building resources to communities for infrastructure projects. USDOT developed a Navigator with a library of technical assistance resources available at the agency. In the fall, USDOT and HUD will issue Notices of Funding seeking providers of technical assistance. Eligible applicants for assistance from these “Capacity Builders” will include units of state, local, and tribal governments; metropolitan planning organizations; and transit agencies, with priority for rural, tribal, and other disadvantaged communities.

The Federal Railroad Administration (FRA) solicited stakeholder feedback on proposed guidance that will steer the agency’s development and implementation of **railroad capital projects** funded by the BIL. The guidance defines stages in the railroad capital project lifecycle and project development process and describes project management tools, processes, and documentation that FRA will require from applicants. Comments on the guidance are due on August 12, 2022.

Grant Opportunities (In Order of Due Date)

FTA has issued Notice of Funding Opportunity (NOFO) for the Fiscal Year 2022 (FY22) Pilot Program for **Transit-Oriented Development Planning (TOD Pilot Program)**. There is approximately \$13.2M in total program funding. For context, FTA awarded 20 grants in the last round of the program totaling approximately \$11 million with a minimum award size of \$300,000 and a maximum award size of \$920,000. Funds are available for obligation for four fiscal years after the fiscal year in which the award is announced. There is a 20 percent nonfederal cost share requirement. **The deadline to apply is July 25, 2022.**

FHWA opened a call for applications through a NOFO for the competitive **Bridge Investment Program** established by the Bipartisan Infrastructure Law. The program will provide \$12.5 billion over five years, with nearly \$2.4 billion available in FY22 to help plan, replace, rehabilitate, protect, and preserve some of the nation’s largest bridges. This competitive grant program comes on top of more than \$27 billion in formula bridge funding DOT announced earlier this year. **July 25, 2022 is the deadline.**

USDOT issued a NOFO for FY22 **University Transportation Centers (UTC)** Program. There is \$90 million in total program funding. DOT expects to award grants for up to 5 National UTCs, 10 Regional UTCs, and 20 Tier 1 UTCs. The agency will make award of \$4 million each for National UTCs, \$3 million each for Regional UTCs, and \$2 million each for Tier 1 UTCs. **The deadline to submit a Letter of Intent (LOI) is July 1, 2022, and the deadline to submit an application is August 25, 2022.**

USDOT issued Notice of Funding Opportunity (NOFO) for the Fiscal Year 2022 (FY22) **Safe Streets and Roads for All (SS4A)** Grant Program. The purpose of the program is to support planning, infrastructure, behavioral, and operational efforts to prevent death and serious injury on roads and streets involving roadway users. There is \$1B in total program funding. There is a 20 percent nonfederal cost share requirement. **The deadline to apply is September 15, 2022.**

FRA issued a NOFO for the new **Railroad Crossing Elimination (RCE)** Program authorized by the *Bipartisan Infrastructure Law* (PL 117-58). The purpose of the RCE program is to support highway-rail and pathway-rail grade crossing improvement projects that improve the safety and mobility of people and goods. FRA will award approximately \$573.3 million in total program funding. The minimum award size is \$1 million with an exception for planning projects. There is no maximum award size; however, no more than 20 percent of total funding may be awarded to projects in a single state. FRA will also hold a webinar on the program on July 14. **The deadline to apply is Oct 4, 2022.**

USDOT launched the **Reconnecting Communities Pilot (RCP)** Discretionary Grant Program, a new opportunity authorized by the *Bipartisan Infrastructure Law* (PL 117-58). The agency will award \$195 million in total program funding for Planning Grants and Capital Construction Grants to support the restoration of community connectivity through the removal, retrofit, and mitigation of transportation facilities that have created historic barriers to mobility, access, and economic development. DOT expects to award \$50 million in funding for RCP Planning Grants ranging from \$100,000 to \$2 million each. The agency will award \$145 million in funding for RCP Capital Construction Grants ranging from \$5 million to \$100 million each. **The deadline to apply is Thursday, October 13, 2022.**

USDOT issued a NOFO for FY22 **University Transportation Centers (UTC)** Program. There is \$90 million in total program funding. DOT expects to award grants for up to 5 National UTCs, 10 Regional UTCs, and 20 Tier 1 UTCs. The agency will make award of \$4 million each for National UTCs, \$3 million each for Regional UTCs, and \$2 million each for Tier 1 UTCs. There is a 1:1 nonfederal cost share requirement for National and Regional UTCs, and the match for Tier 1 UTCs must be 50 percent of the grant award. **The deadline to submit a Letter of Intent (LOI) is July 1, 2022, and the deadline to submit an application is August 25, 2022.**

Build Back Better aka Budget Reconciliation

Senate Democrats are preparing for possible action on a party-line climate, tax and prescription-drugs bill after the latest round of talks between Senate Majority Leader Chuck Schumer and Sen. Joe Manchin (D-WV). Manchin and Schumer met twice in mid-June to discuss the bill, and have sent some language to the Senate Parliamentarian to kickstart the rules process. Sen. Ron Wyden (D-Or), who chairs the tax-focused Finance Committee said he hopes to “get this done before the August break.”

The restarted negotiations between Senate Majority Leader Chuck Schumer and Senator Joe Manchin on possible fiscal year 2022 budget reconciliation legislation will go into overdrive this week, even though Schumer may be physically absent this week because he tested positive for COVID. On July 6, the Senate Finance Committee posted text of Medicare prescription drug purchasing legislation, to be part of the downsized reconciliation package, which the Congressional Budget Office says would reduce deficits by \$288 billion over 10 years. A package of tax increases is also coming soon, along with what is supposed to be over \$300 billion of climate-related spending. *Still unknown: how much of the \$44 billion in transportation-related funding from the December 2021 draft Senate version of the bill will be included with that climate spending, and whether or not a Manchin-approved bill will include the tax credits from the House bill to subsidize electric vehicle purchases by consumers.*

NTD Reporting Changes

FTA is seeking public comment on five proposed NTD reporting changes and clarifications. These proposals are based on changes to Federal transportation law made by the Bipartisan Infrastructure Law. The goal is to bring all agencies up to speed with best practices and have consistent data collection procedures around the country. Fortunately, RTC has already begun tracking the data requested in the changes so they will have it available when requested by FTA. RTC will only need to adjust their emergency contact on the P-10 form and be prepared to submit the data they already collect to FTA when it releases guidance on how to do so.

DOT Issues Another GHG Measure Rule for State DOTs

On July 7, USDOT released a new proposed rule would require state DOTs and MPOs that have National Highway System mileage within their geographic boundaries to “establish declining carbon dioxide (CO2) targets and to establish a method for the measurement and reporting of greenhouse gas (GHG) emissions associated with transportation under Title 23, United States Code (U.S.C.)” The new rule is similar to a GHG performance measure rule proposed by the Obama Administration in April 2016 which was later withdrawn by the Trump Administration in May 2018 after serious debate over whether or not DOT had the legal authority to issue the rule. Section 30801 of the Senate EPW Committee’s proposed reconciliation title in the December 2021 draft bill would have given explicit legal authority to DOT to issue such a rule, and if the GOP takes control of either or both chambers of Congress this fall, you can expect amendments in the FY 2024 appropriations bills to prevent this rule from moving forward. Comments are due by August 22, 2022

Supreme Court Rulings

As the Supreme Court’s 2022 term came to an end, the Court released multiple significant decisions involving immigration, religious freedom, and environmental protections. More specifically, the Court ruled in a 6-3 decision on **West Virginia v. Environmental Protection Agency** to limit the power and authority of the EPA to regulate greenhouse gas emissions from fossil-fuel power plants and address the impacts of climate change under the *Clean Air Act (CAA)*. Justices Clarence Thomas, Samuel Alito, Neil Gorsuch, Brett Kavanaugh, Amy Coney Barrett joined Chief Justice John Roberts in writing the majority opinion where he states that, “...something more than a merely plausible textual basis for the agency action is necessary. The agency instead must point to “clear congressional authorization” for the power it claims.” Justice Elena Kagan, joined by Justices Breyer and Sonia Sotomayor, wrote the dissenting opinion in which she states that, “The Court appoints itself—instead of Congress or the expert agency—the decision maker on climate policy. I cannot think of many things more frightening.”

From *Railway Age...* “The case turned on *Major Questions Doctrine* that the dissenting justices said was the first time the Court used the term. Although Executive Branch agencies headed by single administrators reporting to the President were singled out—the EPA and FRA among them—agencies such as the STB, whose members have decision-making independence, may not be excluded from the ruling’s scope. More consequential is that while many conservatives hoped the SCOTUS would do more to “destroy the administrative state,” the Court was less aggressive. It drew a bright line between regulatory agency rulemakings having significant economic and political impact, and those less impactful.

The Court termed the former “major questions” on which Congress must “speak clearly” before granting a regulatory agency authority to, in the words of one activist, “change the plot line of its governing statute.” The Court’s majority assailed “agencies asserting highly consequential power beyond what Congress could reasonably be understood to have granted.”

A logical conclusion—for now—is that so long as the STB and FRA do not stray from functions Congress clearly delegated to them—in violation of the now established *Major Questions Doctrine*—their rulemakings should be safe in judicial review. That presumed protection flows from the so-called *Chevron Doctrine*, which the SCOTUS majority left intact even though several of the conservative justices have attacked it on prior occasions.”



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 15, 2022

AGENDA ITEM 7.3

From: Kristina Swallow, Director NDOT

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