



LOCATION:

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

DATE July 19, 2019
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. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

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

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

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

2. PUBLIC INPUT

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

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

3. CONSENT ITEMS

Minutes

3.1 Approve the minutes of the June 20, 2019, meeting *(For Possible Action)*

Engineering

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

Public Transportation/Operations

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

Planning

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

3.5 Approve a resolution endorsing the Vision Zero Truckee Meadows (VZTM) Action Plan and submittal of an application for recognition as a Vision Zero Community *(For Possible Action)*

Administration

- 3.6 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.7 Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2019 *(For Possible Action)*

Procurement and Contracts

- 3.8 Approve a Professional Services Agreement (PSA) with Wood Rodgers, Inc. to provide design services and optional engineering during construction for the Greg Street Rehab Project in an amount not to exceed \$405,308; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.9 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Nichols Consulting Engineers for additional StreetSaver Support Tasks of the 2017-2019 Pavement Condition Index Data Collection Project in the amount of \$22,000 for a new not to exceed amount of \$312,601; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.10 Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. to provide design services and optional engineering during construction for the Prater Way Rehab Project in an amount not to exceed \$757,823; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.11 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Lumos and Associates in the amount of \$110,160 for additional services required for the application and permitting process associated with the Truckee River Shared Use Path project; authorize the RTC Executive Director to execute the Amendment *(For Possible Action)*
- 3.12 Approve an amendment to the Professional Services Agreement (PSA) with Headway Transportation, Inc. for consulting services on the Bicycle & Pedestrian Counts and Analysis in an amount not to exceed \$60,700; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Inter-Agency Agreements

- 3.13 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of a monitoring well in accordance with direction from the Nevada Division of Environmental Protection in an amount not to exceed \$16,000; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.14 Approve the RTC's use of the State of Nevada contract for Verizon Wireless in the amount of \$50,180 to provide Wi-Fi service for the RTC RIDE fixed-route and microtransit demonstration project *(For Possible Action)*

~END OF CONSENT AGENDA~

4. PUBLIC HEARINGS

- 4.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**
Discussion and recommendation to approve the Fall 2019 RTC RIDE Service Adjustment, scheduled for November 2, 2019, including changes to Route 9, the Sierra Spirit/creation of temporary Route 999, and implementation of the RTC FlexRIDE microtransit six month demonstration project
 - 1. Staff presentation
 - 2. Public input

3. Approve the Fall 2019 RTC RIDE Service Adjustment, scheduled for Nov. 2, 2019, including changes to Route 9, the Sierra Spirit/creation of temporary Route 999, and implementation of the RTC FlexRIDE microtransit six month demonstration project
(For Possible Action)

5. DIRECTOR REPORTS

- 5.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 5.2 **FEDERAL REPORT** - *no action required*
- 5.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

6. PUBLIC TRANSPORTATION AND OPERATIONS

- 6.1 Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance progress report update for the RTC RIDE Service *(For Possible Action)*

7. ENGINEERING

- 7.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report *(For Possible Action)*

8. METROPOLITAN PLANNING ORGANIZATION (MPO)

- 8.1 Acknowledge receipt of a report on the RTC Affordable Housing Study; provide direction accordingly
(For Possible Action)

9. GENERAL ADMINISTRATION *(For Possible Action)*

- 9.1 Review Executive Director Lee Gibson's performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2019 Goals and adjust compensation accordingly
- *Continued from June 20, 2019 (For Possible Action)*
- 9.2 **Legal Issues** - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

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

11. MEMBER ITEMS

12. ADJOURNMENT *(For Possible Action)*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM:

A handwritten signature in blue ink, appearing to read "Lee G. Gibson", is written over a horizontal line. The signature is stylized and somewhat cursive.

Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 2.2

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

David F. Jickling
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

SUBJECT: July 2019 Advisory Committees Summary Report

RECOMMENDATION

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

SUMMARY

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

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

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

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

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on July 10, 2019, and elected a new Chair and Vice-Chair per CMAC policies. In addition, the CMAC made a recommendation regarding project applications submitted for Transportation Alternatives (TA) Set-Aside program funds. The CMAC also received reports and made recommendations on the RTC Affordable Housing Study, proposed RTC RIDE service adjustment and Vision Zero Truckee Meadows Action Plan.

Technical Advisory Committee (TAC)

The TAC met on July 10, 2019, and elected a new Chair and Vice-Chair per TAC policies. In addition, the TAC made a recommendation regarding project applications submitted for TA Set-Aside program funds. The TAC also received reports and made recommendations on the RTC Affordable Housing Study, proposed RTC RIDE service adjustment and Vision Zero Truckee Meadows Action Plan.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in June or July.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

1:00 P.M.

June 20, 2019

PRESENT:

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

**Lee G. Gibson, RTC Executive Director
Dale Ferguson, Legal Counsel
Cole Mortensen, NDOT (Alternate)**

NOT PRESENT:

Kristina Swallow, Director of NDOT

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

**RECOGNITION OF DAVID JICKLING, RTC DIRECTOR OF PUBLIC
TRANSPORTATION AND OPERATIONS**

Mr. Jickling is retiring after 28 years of dedicated service to the RTC. A video was played showing events over the term of his employment. The commissioners made several positive comments about Mr. Jickling's loyalty and dedication, his unique understanding of the transit system, and forward thinking of suggesting the implementation of electric buses. They all wished him the best for his future. *(A copy of the video may be obtained by contacting Denise Thompson - dthompson@rtewashoe.com)*

Item 1 APPROVAL OF AGENDA

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

Item 2.1 PUBLIC INPUT

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

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

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

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

Item 3.1 thru 3.22 CONSENT ITEMS

Minutes

3.1 Approve the minutes of the May 20, 2019, meeting (*For Possible Action*)

Engineering

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

3.3 Approve a qualified list of consultants to provide engineering design and construction management services for the Streets and Highways Program (*For Possible Action*)

Public Transportation/Operations

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

Planning

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

3.6 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2022 (*For Possible Action*)

- Paul Malikowski (reappointment)
- Dora Uchel (reappointment)
- Vince Harris
- Scot A. Munns
- Rudy Leon

3.7 Approve of the Congestion Mitigation and Air Quality Improvement Program (CMAQ) Project Selection Guidance (*For Possible Action*)

Administration

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

3.9 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2019, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers'

compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust *(For Possible Action)*

3.10 Approve a resolution establishing RTC petty cash accounts *(For Possible Action)*

3.11 Approve the addition of new language to the RTC Personnel Rules to include: 1) Equal Employment Opportunity Statement and Designated Officer; 2) Diversity and Inclusion Statement; 3) American with Disabilities Act; 4) Pregnancy, Childbirth and Related Medical Conditions; 5) Genetic Information Nondiscrimination Act; 6) Reasonable Accommodation for Victims of Domestic Violence; 7) Prohibition Against Retaliation and 8) Bilingual Pays *(For Possible Action)*

Procurement and Contracts

3.12 Authorize the Executive Director to amend the contract for federal advisory services with Cardinal Infrastructure, LLC, in order to extend the term of the contract for one year at a cost of \$84,000; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*

3.13 Authorize the Executive Director to amend the contract for federal advisory services with Porter Group, LLC, in order to extend the term of the contract for one year at a cost of \$78,000; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*

3.14 Authorize the Executive Director to amend the contract for specialized legal services with the law corporation of Zev E. Kaplan, Ltd., in order to extend the term of the contract for up to one year *(For Possible Action)*

3.15 Approve the purchase of ten (10) paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 8475 in the amount of \$467,520 *(For Possible Action)*

3.16 Approve the Request for Quote (RFQ) for the installation of the new Angi Compressed Natural Gas (CNG) Compressor *(For Possible Action)*

3.17 Approve the Request for Proposal (RFP) for the purchase of transit shelters for RTC RIDE *(For Possible Action)*

3.18 Approve Amendment No. 4 to the existing Professional Services Agreement (PSA) between the RTC and Kimley-Horn for Engineering During Construction (EDC) services related to Phase 2B of the ITS Traffic Management 1 Project in the amount of \$74,172; authorize the Executive Director to execute the Amendment *(For Possible Action)*

Inter-Agency Agreements

3.19 Approve contract Amendment #2 for the Nevada Department of Transportation Agreement No. PR285-17-063 to use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$950,000 for the RTC Trip Reduction Program; authorize the Executive Director to execute the agreement *(For Possible Action)*

3.20 Authorize the RTC Executive Director to execute the Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC for the FY 2020 Program of Projects (POP) *(For Possible Action)*

- 3.21 Authorize the RTC Executive Director to execute the Interlocal Cooperative Agreement (ICA) between Washoe County, City of Sparks and the RTC for the FY 2020 Program of Projects (POP) (For Possible Action)**
- 3.22 Approve the FY 2020 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA) (For Possible Action)**

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.22 be approved.

Item 4.1 thru 4.3 DIRECTOR REPORTS

Item 4.1 RTC Executive Director Report

Executive Director (E.D.) Lee Gibson spoke briefly on the following topics, some of which were upcoming at the time of this meeting:

- The transformation of Virginia Street has begun! Sierra Nevada Construction (SNC) began construction on Monday, June 17th, and is underway to implement the community vision to improve the corridor with safety and ADA improvements, beautification enhancements, and expanded transit services.

The Project Information Office on Virginia Street opened June 13th just north of The Z Bar. RTC and SNC project team members are available to the public to learn about the project, request information, or to ask questions about construction schedules, traffic control or transit detours. On the heels of the bi-weekly stakeholder meetings the RTC has been hosting since mid-March, the opening of the project information office is yet another means to keep stakeholders engaged and informed about the Virginia Street project. This office is an extension of that ongoing engagement with the community.

On Tuesday, June 25th, the RTC is hosting an open house and ice cream social from 11:30 am to 1:30 pm.

- On Friday, June 28th, there will be a celebration to mark the start of the Virginia Street project transformation and construction event at the South Virginia Plaza located on Virginia Street (this is the Sports West retail center). The event will take place at 11 am and will include Congressman Mark Amodei, who has been very helpful on the project, and FTA Region 9 Administrator Ray Tellis, among other local dignitaries. Assemblywoman Sarah Peters will also join us giving us the opportunity to thank her for sponsoring and successful passage of Assembly Bill 270.

The construction of this project is a major transportation investment for the region and the community is invited to join us on June 28th to celebrate the occasion.

- The RTC, in partnership with The Nugget and All West Coachlines is offering the public free bus shuttle service to the Star Spangled Sparks event on the 4th of July. The free shuttle service begins at 6 pm until midnight.

Shuttle service will run from two locations to RTC CENTENNIAL PLAZA: The Reno-Sparks Livestock Events Center on Wells Avenue and the Sparks Christian Fellowship at 510 Greenbrae Drive in Sparks.

This service is part of our summer event transit campaign, "Don't Drive Arrive!" encouraging event goers to take transit, bike or walk to special events as an alternative to driving their car. This campaign was created in partnership with the City of Sparks and the City of Reno.

Information is available at Nugget Casino Resort dot com, RTC Washoe dot com and RTC social media channels.

Item 4.2 RTC Federal Report

A written update is available in the staff report materials for this item, but E.D. Gibson also highlighted that a number of grants are currently open for competitive funding. The RTC is looking at the Build Grant Program as a possible supplemental source of funds for the Pyramid Highway Project. The RTC is also looking at the Bus and Bus Facilities Program to fund replacement buses for the bus fleet and are waiting to hear on the Autonomous Grant application which is pending at the Department of Transportation.

Congress is currently looking at their FY 2020 appropriations and are considering a \$323 billion fiscal year spending measure. But this is a wait and see what happens situation.

Chairman Lucey then introduced Mr. Dan Mauer, Vice President of The Porter Group, LLC (RTC federal lobbyist), who added that the president has announced a veto threat against the house version of the transportation funding bill. However, it is expected that the House and Senate will be able to pass something before the end of the fiscal year.

Commissioner Hartung asked what the timing is on the Pyramid Highway.

Mr. Doug Maloy, RTC Engineering and Project Manager, responded that the RTC is working collaboratively with NDOT. NDOT is taking on the initial design phase of the project so the RTC will bring an agreement for approval to a future meeting. The agreement is to reimburse NDOT for the cost of the design.

Item 4.3 NDOT Director Report

Mr. Cole Mortensen from NDOT sat in on behalf of Director Swallow and provided a brief update on current events. He said that Nevada recently ranked number one in a transportation system in the nation by the News and World Report. Considerations for award were road and bridge quality, public transit usage and average commute time in the state. Energy reliability and internet access

were also factored in and ranked Nevada fourth in overall infrastructure. Nevada also has the nation's second best bridges.

Next, he mentioned that the Spaghetti Bowl Xpress procurement had short-listed four proposers last summer and earlier this year one proposer withdrew from the procurement and the remaining three submitted proposals but one of those was deemed unresponsive. The remaining two proposers were not cost effective. Because they are still in an active procurement, he could not provide more detail.

Vice Chair Jardon asked what the next steps are.

Mr. Mortensen said that NDOT is doing their due diligence to investigate everything they can to understand the reason for the higher pricing. As soon as that is completed, a better schedule can be presented.

Vice Chair Jardon then asked how much of the Governor's Bowl is going to be taken for this project and Mr. Mortensen responded that he would need to research that specific information. The Vice Chair then agreed to take the conversation off-line.

Commissioner Hartung then mentioned the continuing needs on the Pyramid Highway, such as road widenings and consistency in the flashing warning lights, amongst other safety needs.

Mr. Mortensen said that he would have his staff look into the reason for the one consistently flashing light and why it is different than the other warning lights on that roadway.

Item 5.1 ENGINEERING

5.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a presentation update on the project. The utility project is complete and Phase II construction began June 17th. He explained the current traffic diversions and activity staging timelines, then showed several photos of the current work.

Next, Mr Wilbrecht discussed the immense amount of outreach to the public that's been done and mentioned that a project office (trailer) is now set up just north of the Z-Bar. Commercials are also being created to emphasize and invite all of the positive aspects of Midtown, such as amazing dining, nightlife, spas, art, eclectic shopping, etc. The videos are posted on the project website and the commissioners can be notified when new videos are posted. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

Mr. Wilbrecht then offered to answer any questions; there were none.

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

Items 6.1 thru 6.3 GENERAL ADMINISTRATION

6.1 Review Executive Director Lee Gibson's performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2019 Goals and adjust compensation accordingly (*For Possible Action*)

E.D. Lee Gibson introduced Ms. Angela Reich, RTC Administrative Services Director, and explained that she would provide an overview of this item and go through the E.D.'s duties and obligations along with his performance of assigned goals and objectives for the last year.

Ms. Reich addressed the Board and explained that in addition to reviewing E.D. Gibson's performance, the commissioners may also consider award of an annual salary increase and a performance bonus between 0% and 5%, which would be effective July 1, 2019.

Ms. Reich continued, saying that the duties and obligations had been fulfilled and both E.D. Gibson's and the agency's assigned goals and objectives had also been met or are ongoing as needed annually

E.D. Gibson spoke briefly on each of the goals and their specific benefits to both the agency and the region. He is especially proud of the successful procurement of Keolis North America who will take over the management and daily operations of the RTC RIDE system. He then offered to answer any questions.

Lastly, Ms. Reich showed a slide which included E.D. Gibson's compensation history since being hired.

Mayor Smith asked what the agency had been rated at the previous month and Ms. Reich confirmed that it was a 1.5 which equates to an average increase of 5.2%. Ms. Reich then explained that the RTC uses a Pay for Performance allocation, so not all employees receive 5.2% because it depends on each employee's individual performance over the previous year. Some will receive more and some will receive less, but the overall average for the agency is 5.2%.

Ms. Stephanie Haddock then addressed the Board to explain that the exact compensation rate determination is currently underway as staff is waiting on more data.

Mayor Smith said he's not sure if he wanted to continue with the E.D. rating if the compensation rate for the agency as a whole is not yet determined.

E.D. Gibson then asked Ms. Haddock to review exactly how the compensation formula is compiled.

Ms. Haddock said that compensation is determined with a formula that includes the Board's agency rating, the Western States CPI Index, the Simpsons market based salary index and local sales tax, which this year added 1%.

Vice Chair Jardon asked when the compensation amounts will be completed and Ms. Haddock responded they would be completed the next week.

The Vice Chair asked if the E.D. performance review is delayed to the next month, the salary difference could be made up in arrears.

Ms. Haddock confirmed that it could be retroactive.

The Vice Chair then suggested that this item be postponed to the next month when the overall compensation is completed.

Commissioner Hartung asked if staff receives a cost of living adjustment (COLA).

Ms. Haddock said that staff does not receive a COLA.

Chairman Lucey said that based on the discussion, the item should be postponed to the July meeting for further discussion and a compensation increase decision.

Vice Chair Jardon and Chairman Lucey asked for the compensation adjustments to be brought without names but as managerial and non-managerial averages.

(A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com)

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that Item 6.1 be held over to the July 19, 2019, meeting of the Board.

6.2 Review and set Agency goals for Fiscal Year (FY) 2020 (For Possible Action)

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, addressed the Board to provide a draft list of agency goals for discussion, input and additions. She then summarized the goals as presented (*attached*).

Mayor Smith added a goal to add a transit route to the Galleria in Spanish Springs due to the continued population growth in that area.

Commissioner Hartung agreed with Mayor Smith and described what the specific route he believes it should be. He added that requests are coming in from even further north than Spanish Springs and there are absolutely no bus routes out that way.

Commissioner Hartung then asked if the Eagle Canyon Corridor Study is to put the road all the way through La Posada and out to the Tri-Center or is it just to widen the road from the Eagle Canyon neighborhood to West Calle de la Plata.

Ms. Cummings said it is just beginning and that improvements are being looked at for the existing section of Eagle Canyon, west of Pyramid, as well as different alignment options to connect over to the North Valleys. This phase of the study is not looking at connecting east of Pyramid to the Tri-Center and that will have to be a future study.

Lastly, Commissioner Hartung asked what the status is on signalization of specific key intersections in Spanish Springs that he named.

Ms. Cummings said a goal can be added for implementation of the spot intersection improvements, which is already included in the approved budget.

Vice Chair Jardon said it is important to keep a very close eye on the coach operators and overall transit performance when Keolis takes over. She would like a report on a weekly basis pertaining to route cancellations, on-time performance, etc.

The Vice Chair said that she is also interested in adding transit to some of the outlying areas and specifically, the Somerset area. She believes microtransit could be a part of the solution including funding partnerships with some of the outlying businesses, such as Boomtown.

Next, Vice Chair Jardon would like staff to begin thinking about what will happen with transit improvements on the Virginia Street Corridor once the extension project is completed. She would like to see an open-topped double-decker bus added as a tourist option.

Additionally, parcel disposal should be brought back, now that it's been approved by the legislature, in order to turn RTC parcels over to the entities that can use them for the most expedited projects, such as affordable housing.

Commissioner Delgado had no additions as the Vice Chair had covered his concerns.

Mayor Smith mentioned that there is a brand new DaVita facility in Sparks that will be within the ADA area. He also wished to clarify that the parcel disposals are not only for affordable housing but for any public purpose.

Vice Chair Jardon responded that as she understands it, the parcels may only be disposed for a public purpose and affordable housing is just one of the possibilities.

Commissioner Hartung would like staff to look into the possibility of flexing transit routes for areas that have very low ridership during certain times of the day.

Chairman Lucey wants staff to continue working on multi-modal transit and how the RTP can evolve with the development and growth in the region.

Chairman Lucey would like to see potential back-up plans for any transit delays, weather issues or emergencies. He added that the RTC cannot have the cancellations and delays that the community has been recently experiencing.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that the FY 2020 agency goals presented and assigned be implemented.

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

Legal Counsel Dale Ferguson gave a brief status update to the Board on the one remaining imminent domain proceeding from the 4th/Prater project involving the Elmwood property on the SE corner of 4th and Evans. He stated that if that case doesn't settle, it will go to a jury trial when a valuation is issued, most likely in the second week of July.

He would also like to hold an attorney/client briefing prior to either our July or August Board meeting.

Item 7 PUBLIC INPUT

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

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

Item 8 MEMBER ITEMS

Mayor Smith asked if the RTC still owns the outside wall on Pyramid at Nelson Way or if it's been turned over to NDOT. NDOT is saying that the RTC still owns it.

E.D. Gibson said that staff will look into that.

Mayor Smith then asked if anything was ever done to recognize Debbie Smith. There was supposed to be a memorial.

Mr. Michael Moreno, RTC Public Affairs Manager, responded that he will check with the project manager on the status. There is some kind of a marker or boulder to be installed.

Commissioner Hartung asked for a study to widen 7th Street across O'Brien Pass where it cuts over to the backside of Golden Valley.

Commissioner Hartung also asked if there has been any follow-up with the Executive Director of the Nevada Youth Empowerment Project.

Mr. Moreno said that Mr. Gibson has been corresponding with Ms. DuPea along with RTC Customer Service Supervisor Joel Danforth.

Commissioner Hartung said he had another issue come in from Ms. Olson who has had some ACCESS issues and is a disabled veteran.

Mr. Moreno was not familiar with that matter so Commissioner Hartung said he would forward it to him.

Mr. Moreno then asked if he could add something that was left off of the Executive Director Report. With permission, he said the RTC is hosting a public meeting on June 27th for the UNR Multi-modal Transportation Study at the Evelyn Mount Community Center, beginning at 5:30 pm.

Chairman Lucey reminded everyone of Rodeo Week and advised the public to take public transportation because there is limited parking available.

He also reminded everyone to show up in Midtown Friday, June 28th at 11 am for the celebration of the transformation of Virginia Street and to please continue visiting businesses in that corridor as they are all remain open during construction.

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 2:20 p.m.

BOB LUCEY, Chairman
Regional Transportation Commission



FY 2020 AGENCY GOALS

- 1) **Improve ADA Accessibility**
 - a) Complete ADA Transition Plan
 - b) Implement first phase of improvements to RTC facilities including 60 bus stop improvements
- 2) **Continue Safety Emphasis**
 - a) Continue Vision Zero/ driver & pedestrian education and Safe Routes to School programs
 - b) Update RTC Safety Plan
- 3) **Apply for Discretionary Grants to Support RTC Priorities**
 - a) INFRA/BUILD and FTA technical/research grants
- 4) **Continue Project Construction**
 - a) Virginia Street: Begin Midtown and University area construction
 - b) Implement Pavement Preservation & Rehabilitation Program
- 5) **Improve Disadvantaged Business Enterprise (DBE) outreach and participation**
- 6) **Conduct Planning Studies**
 - a) South Meadows Multimodal Transportation Plan
 - b) RTC Affordable Housing Study
 - c) Eagle Canyon Corridor Study
 - d) Start 2050 RTP Update
- 7) **Implement RIDE Contract Award and Continue to Improve Service**
 - a) Review & refine routes
 - b) Implement microtransit
 - c) Conduct targeted advertising campaign and on-board survey
 - d) Implement U-Pass
- 8) **Continue B.I.D. Coordination and Operations**
- 9) **Continue Sustainability Planning and Monitoring**
- 10) **Advance Process Improvements**
 - a) Procurement and contract management processes and Software utilization
 - b) Implement Board Agenda Software
- 11) **Continue Cost Controls & Maintain Fiscal Solvency**
- 12) **Implement Facilities Projects**
 - a) Conduct Meadowood Transfer Facility site selection study
 - b) Park Lane BRT station design
 - c) Implement bus shelter improvements
 - d) Begin RTC Terminal Way facility improvements
- 13) **Improve NDOT Coordination**
 - a) Streamline bus stop installation on NDOT roads
 - b) Coordinate with NDOT on implementation of a trip reduction program
 - c) Continue Spaghetti Bowl Project and other major project coordination



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project began on June 7, 2018, and is now complete. Phase 2B is currently under design and NDOT permit review with advertisement scheduled for summer 2019.

North Valleys Improvements

Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. Bids opened on May 9, 2019, with Sierra Nevada Construction awarded the contract. Construction is scheduled for summer 2019.

Package 3B is currently at 90% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Construction of this package is tentatively scheduled for late summer of 2019.

Regional Road Impact Fees (RRIF) funds and Fuel Tax funds have been allocated as part of the 2019 Program of Projects for this project. RRIF funds have been allocated as part of the 2020 Program of Projects for this project.

Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite and taken over maintenance responsibilities. RTC is working with NDOT and the City of Sparks to resolve irrigation system issues. Landscape establishment period will expire on July 31, 2019.

Traffic Engineering (TE) Spot 7 Project

The TE Spot 7 project construction is substantially complete.

The TE Spot 7 project included a new traffic signal at the intersection of Prater Way and Lillard Drive and continues improvements to regional intersections focusing on enhancements to traffic signal operations: including replacement of malfunctioning video detection cameras with in-ground loop detectors and battery backup systems to keep traffic signals operating during power outages.

The scope of the TE Spot 7 project also includes:

Remove Pedestrian Scramble

Victorian at 11th & 14th

Battery backup systems

Sparks Blvd. at Springland/O'Callahan

New signal cabinet, detection loops and battery backup system

Prater at Howard (new cabinet and remove split phase)

Prater at Pullman

Prater at Vista

Vista at Whitewood

Virginia at 9th

South Meadows at I-580 southbound off ramp (add cabinet to west intersection)

Mill at Wells (add loops north and south legs)

Replace old video detection system

Pyramid at Golden View

Mt Rose at Wedge

South Meadows at Double R

Longley at Maestro

Longley at Patriot

Virginia at Grove

Install Flashing Yellow Arrow (FYA)

Mill at I-580 SB on- ramp westbound to southbound left turn

Mill at I-580 NB on- ramp westbound to northbound left turn

Traffic Signal Coordination 5 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2018, 92 intersections were

re-timed. For 2019, nine corridors, roughly 230 intersections will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

Process for signal retiming

1. Collect traffic & signal data
2. Input timings into model and evaluate existing signal timing & develop new timing.
3. Implement timing in the field
4. Fine-tune timing
5. Conduct before-after studies

Completed Corridors (241 signals as of June 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Ave/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Blvd & 4th Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7th Ave
15. Sparks Isolated Intersections (33 Signals) – Various Signals
16. Prater Way – Galletti Way to 15th St (6 Signals)
17. Damonte Ranch/Steamboat – (4 Signals)
18. South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing Implementation Mid-June

Progress as of Mid-June 2019

- Sutro St (9 Signals) – New Timing Under Review
- S. Virginia St (19 Signals) – Data Collection initiated

Traffic Engineering (TE) Spot 8 – Package 1 Project

The project is currently under design with 90% plans. Advertisement for construction is scheduled for July 2019.

The scope of this project includes:

Flashing Yellow Arrow – East/West

Keystone Avenue at 7th Street
East Lincoln Way at Marina Gateway Drive
Mill Street at Kirman Avenue

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

Mae Anne Avenue at Coit Plaza
Oddie Boulevard at I-80 Ramps (both sides)
Wells Avenue at I-80 Ramps (both sides)
Wells Avenue at 6th Street

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project opened bids on June 5, 2019, and Titan Electric is the apparent low bidder.

CORRIDOR IMPROVEMENT PROJECTS

4th Street/Prater Way Bus Rapid Transit (BRT) Project (Evans Avenue to Pyramid Way)

Construction is complete. Traffic Signal Prioritization (TSP) for the Lincoln Line RAPID Buses is operational.

Virginia Street RAPID Extension

A detailed monthly progress report will be given on this project for June. Additional information can be viewed at: <http://virginiastreetproject.com/>

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. The existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about 2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. This project was included in the fiscal year (FY)

2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

Thirty percent (30%) design plans have been reviewed and work continues on the environmental documentation that is required for the project.

It has been determined that a 408 permit is needed for this project. The design consultant, Lumos and Associates, has begun to prepare a summary of work to detail this scope change.

Pyramid Highway and US 395 Connection

Signature of the ROD by FHWA was received on December 7, 2018. In accordance with the EIS and the RTC's RTP, design and construction of the project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs. RTC is working with NDOT to begin the preliminary design including development of a BUILD Grant application to support Phase 1 of the project.

Oddie Boulevard/Wells Avenue Improvement Project (Preliminary Design Phase)

Thirty percent (30%) design plan comments from the cities of Reno and Sparks have been received. Meetings with city staff have been held to discuss the proposed "raised cycle track" maintenance challenges. City of Reno staff will present raised cycle track, lightning, fencing, and landscape alternatives at the July 24, 2019, Reno City Council Meeting.

Sun Valley Boulevard Corridor Improvement Project (Preliminary Design Phase)

Thirty percent (30%) design for the Washoe County section between 7th Ave and Highland Ranch Parkway was submitted at the end of June 2019. Inadequate drainage systems to handle existing storm water flow is presenting project challenges along the NDOT portion of this project between El Rancho and 7th Ave. Discussion for a possible partnership with NDOT and Washoe County is occurring in order to address existing the drainage issues and the project design. Maintenance of the proposed new facilities may also present challenges to Washoe County, NDOT, and Sun Valley General Improvement District (GID).

BICYCLE AND PEDESTRIAN IMPROVMENTS (2018)

Keystone Avenue at California Avenue

The final design builds upon Alternative F as identified in the Keystone Avenue Corridor Study. Anticipated improvements include the re-alignment of the Keystone and California intersection, lane reconfigurations, pavement section reconstruction, sidewalk, curb and gutter, new PROWAG compliant pedestrian sidewalks and ramps and other incidentals necessary for the final design of this facility. Sierra Nevada Construction Company was awarded the contract and construction began on June 10, 2019. The intent is to be substantially complete before Reno High School resumes on August 12, 2019.

Mill Street (I-580 to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from I-580 to McCarran Boulevard, as identified in the RTC Complete Streets

Masterplan completed in July 2016 and the Mill/Terminal corridor study completed in March 2013. Although this roadway segment has had some existing complete street treatments, more improvements are needed to conform to the RTC masterplan. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops will be addressed. Preliminary design continues with 90% plans under review. ROW impacts are minor, but numerous. Identifying and addressing those issues will be a major focus over the coming months. Construction is not anticipated to begin until early 2020.

PAVEMENT PRESERVATION PROJECTS

2018 Preventive Maintenance (Various Locations)

The 2018 Preventive Maintenance Program was suspended last fall, but construction has resumed and will continue through the summer. Sierra Nevada Construction Company is the construction contractor for this project.

2019 Preventive Maintenance (Various Locations)

Bids were received in March and the project was awarded to Sierra Nevada Construction Company. Construction activities started with patching and crack sealing in June. Micro-surfacing is now underway and anticipated to be complete before November.

Clean Water Way

The limits of this project are from East McCarran Boulevard to second gated entrance to the Truckee Meadows Water Reclamation Facility (TMWRF). The Professional Services Agreement was awarded to Eastern Sierra Engineering, P.C. on April 12, 2018. The project includes reconstruction of the existing roadway, correction of any localized drainage deficiencies, and other features necessary for the rehabilitation of Clean Water Way. The construction contract was awarded to Sierra Nevada Construction, Inc. (SNC). Construction began on May 13, 2019, for an eight-week construction duration. The project is now substantial completed.

Reno Consolidated 19-01- Sutro Street, 1st Street, Lake Street, and State Street Project

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. The project will advertise for bids on June 13, 2019. Construction is anticipated to start in August and be complete in November 2019.

Reno Consolidated 19-02 – North Hills Boulevard and Hunter Lake Drive Project

The project was advertised for construction on June 10, 2019 and bids were opened on July 1st. Construction is anticipated to start by the end of July and be complete by the end of October 2019. Q&D Construction was awarded the construction contract on July 9, 2019

Reno Consolidated 19-03 – Sierra Highlands Drive, Colbert Drive, Hammill Lane, Ralston Street, and Ohm Place Project

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrance to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. The project advertised on June 6, 2019 and bids opened June 27, 2019. Construction is anticipated to start middle of July and be complete in October 2019. Sierra Nevada Construction was awarded the construction contract on June 28, 2019.

Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court, and El Rancho Sidewalk Project

The Professional Services Agreement was awarded to CFA, Inc. on October 1, 2018. This project advertised on May 22, 2019. The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. It is anticipated that construction will begin in July be complete in October 2019. Spanish Springs Construction was awarded the construction contract on June 12, 2019.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Virginia Street BRT Extension	JEF Enterprises, LLC	\$7,922.00	\$0

CONTRACTS UNDER \$50,000

SPV Associates, Inc. in the amount of \$34,000 for E-builder PMIS software optimization consulting services.

ENGINEERING ON-CALL WORK ASSIGNMENTS

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

On Call Consultant Summary

Engineering, Construction Management & Quality Assurance			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Independent Cost Estimating (ICE)			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Traffic Engineering			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

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

Atkins North America, Inc.
 CA Group, Inc.
 Eastern Sierra Engineering, PC
 Jacobs Engineering Group, Inc.
 Lumos and Associates, Inc.
 Nichols Consulting Engineers, CHTD
 Stantec Consulting Services, Inc.
 Wood Rodgers, Inc.

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

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



REGIONAL TRANSPORTATION COMMISSION

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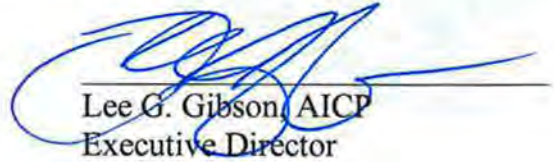
Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and
Operations


Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS

Mark Maloney announced as RTC Director of Public Transportation and Operations upon David Jickling’s Retirement – After serving our community for the past 28 years, David Jickling retired on July 5, 2019. David was instrumental in pioneering RTC’s electric bus program to help with air quality in our region and save taxpayer dollars. David’s commitment to sustainability and critical-thinking skills will be missed at the RTC. The RTC, and David’s staff would like to thank him for his public service and commitment to our community. Only July 8, Mark Maloney, Transit Operations Manager was selected to serve as the next Director of Public Transportation and Operations.



Keolis Begins Operating Fixed-Route Services for RTC RIDE - The contractor transition from MV Transportation to Keolis progressed smoothly, with Keolis beginning operations on July 1. Nearly all incumbent employees remained with the

RIDE service, which facilitated many aspects of the transition. MV Transportation left the vehicles and service in good condition. Both companies gave priority to cooperation in order to create as seamless a transition as possible for their internal and external customers.



Don't Drive Arrive to Star Spangled Sparks - RTC partnered with the Nugget Casino Resort in Sparks to provide free shuttle service for the Star Spangled Sparks fireworks event on Thursday, July 4th. The free shuttle service ran from two locations, Reno-Sparks Livestock Events Center or Sparks Christian Fellowship to RTC's Centennial Plaza, and ran from 6p.m. until midnight on July 4th.

RTC Launches SMART TRIPS App - RTC launched a new smartphone app called *RTC Smart Trips*. The app is designed to help locals and tourists navigate the different transportation options in our community using one convenient app. The app is a product that operates at a high-level for visitors, but also offers user accounts for commuters. From the app, a visitor can get all the information for getting around town, or up to and around Lake Tahoe without a car. The app contains a link to the airport so visitors can check their flight status. The app allows customers to find their bus, buy a pass, and see when the next bus is coming. The app includes a commute calendar for logging trips and tracking transportation savings. The app is available now for iPhone and Android by searching "*RTC Smart Trips*."



ED-Pass Now Available — on July 1st UNR and TMCC students, faculty and staff have a new, free transportation option. It's called an ED-Pass, and they are now able to use their UNR or TMCC IDs to ride any of RTC RIDE's fixed-route buses for free. The RTC is excited about this new program and its potential to increase ridership and reduce

congestion in our community. RTC anticipates the program could lead to less traffic congestion on campus, better parking due to a reduced number of cars around campus, reduced carbon emissions, and better public transportation awareness and ridership. New transit riders can visit rtcwashoe.com or download the new app "RTC Smart Trips" to plan their trips. They can also call RTC at 775-348-RIDE and customer service agents can assist with trip planning. Information is available at rtcwashoe.com and at the parking and transportation offices at both UNR and TMCC.

Sierra Manor Senior Apartments Outreach Event – On Thursday, June 13, from 10:00 am-12:00 pm, RTC staff met and interacted with seniors at the Sierra Manor Senior Apartments to provide information about RTC's transit system, including RTC ACCESS, Washoe Senior Ride (CardONE reloadable card) and RTC's travel training program. Staff participated by answering numerous questions about RTC's transit system.



Students with Disabilities Learn Transportation Independence – On June 17, the RTC hosted local students as part of the Community Based Career Exploration Camp. RTC staff taught students how to take the bus to help them lead independent lives as they transition to life after school, and into adulthood. As part of the travel-training event, groups of students (approximately 35 students) were given

public transit orientation at the RTC's Centennial Plaza transfer facility in Sparks. Students learned how to read the bus book, Google Maps, how to trip plan, public safety, proper behavior, and most importantly the benefits of riding the bus. Throughout the camp week, students rode the bus to and from their assigned community based job sites.

Travel training is a critical component of the week-long Community Based Summer Camp hosted by the RTC, the Washoe County School District Transition Services Department, Northern Nevada Center for Independent Living (NNCIL), Nevada Vocational Rehabilitation (VR) and the Nevada Governor's Council on Developmental Disabilities (NGCDD). Participation in the summer camp was free for the students who pre-registered for the camp.

TRANSIT DEMAND MANAGEMENT (TDM) UPDATE -

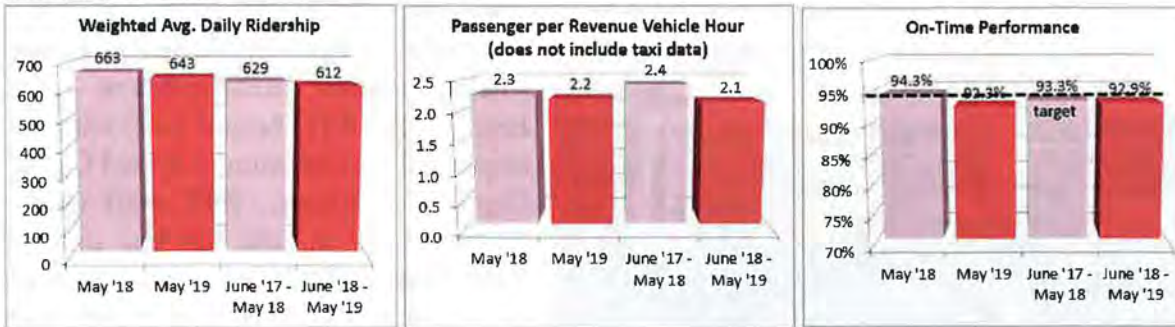
- **Vanpools increased** from 171 to 176 with about 100 of those serving the Tahoe Reno Industrial Center (TRIC).
- Staff has been onsite at UNR and TMCC to promote the new ED-Pass.

MAY 2019 TRANSIT PERFORMANCE

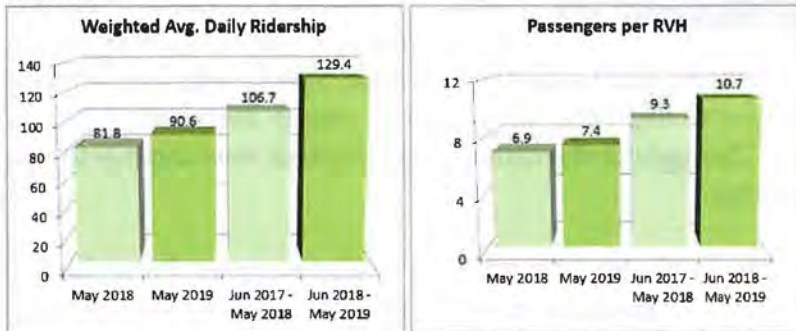
RTC RIDE



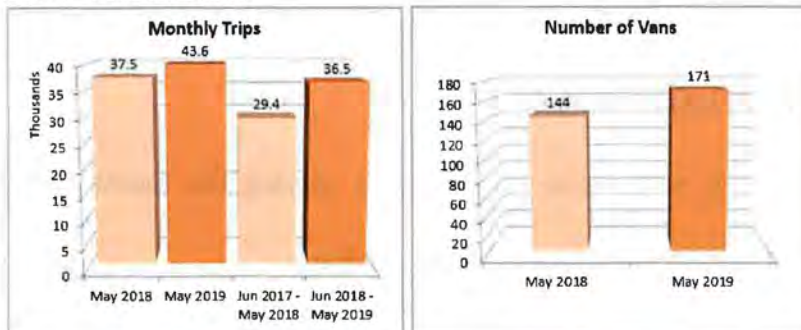
RTC ACCESS



TART



RTC VANPOOL



RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2019	Percent Change	May 2018	Jun 2018 - May 2019	Percent Change	Jun 2017 - May 2018
Monthly Ridership	604,341 **	-4.7%	634,454	7,068,885 **	-4.5%	7,401,917
Weighted Avg. Daily Ridership	19,585	-4.7%	20,552	19,522	-4.5%	20,448
Revenue Vehicle Hours (RVH)	21,834	5.8%	20,641	253,963	2.2%	248,554
Passengers Per RVH	27.7	-10.0%	30.7	27.8	-6.5%	29.8
Revenue Vehicle Miles (RVM)	241,230	1.9%	236,750	2,819,960	-0.5%	2,833,974
Complaints Per 25,000 Trips	4.26	-22.2%	5.48	4.27	5.4%	4.05
Accidents per 100,000 Miles	N/A*	-100.0%	2.96	N/A*	-100.0%	2.68
On-Time Performance ²	92.3%	1.0%	91.4%	89.4%	-1.1%	90.3%

Performance Indicator	Apr 2019	Percent Change	Apr 2018	May 2018 - Apr 2019	Percent Change	May 2017 - Apr 2018
Revenue	\$403,965	-1.8%	\$411,425	\$5,226,053	-6.9%	\$5,612,842
Farebox Recovery Ratio	17.3%	-42.5%	30.0%	18.7%	-14.6%	21.9%
Subsidy per Passenger	\$3.33	110.1%	\$1.59	\$3.19	18.3%	\$2.70

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR and SIERRA SPIRIT

² Percent of trips zero min. early and five minutes or less late

* - Data not available

** - Preliminary data

RTC ACCESS Performance Statistics

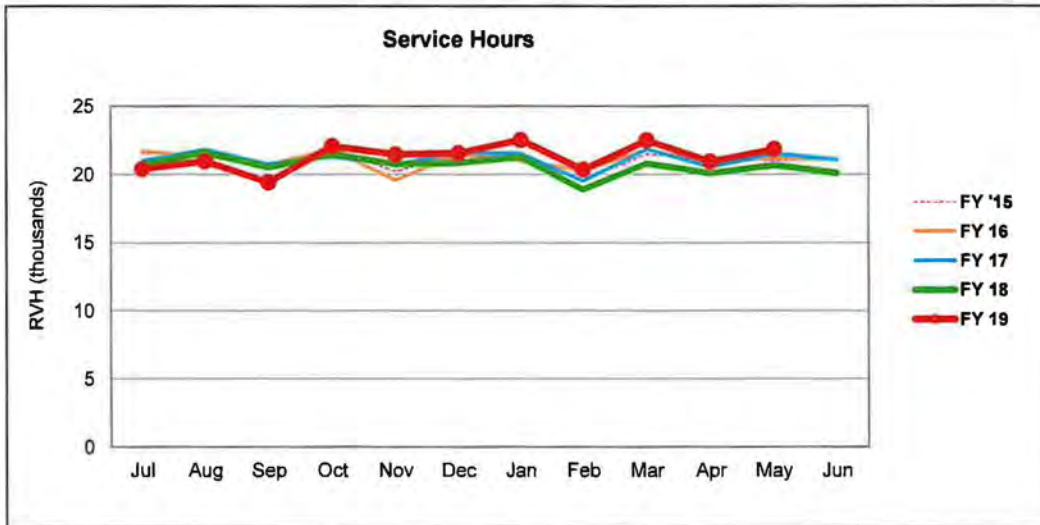
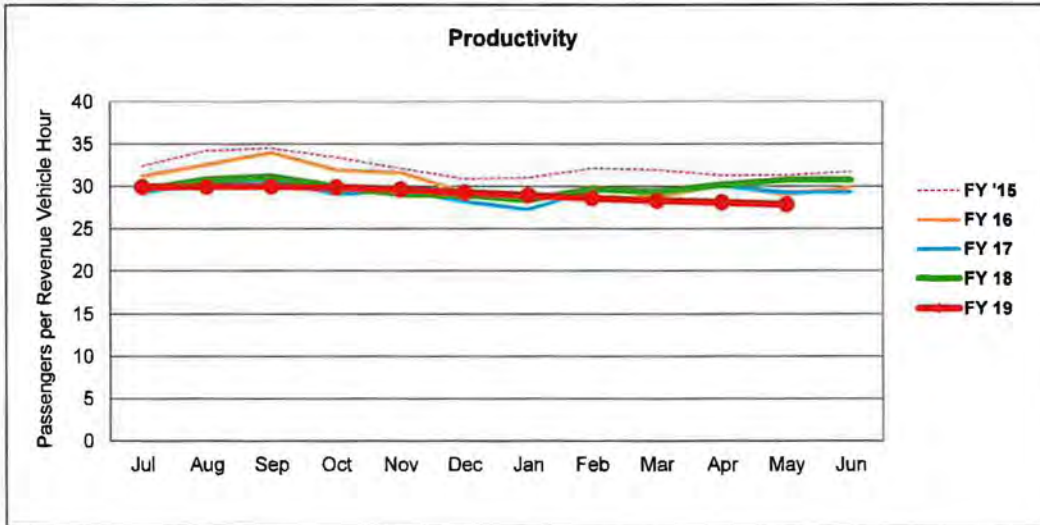
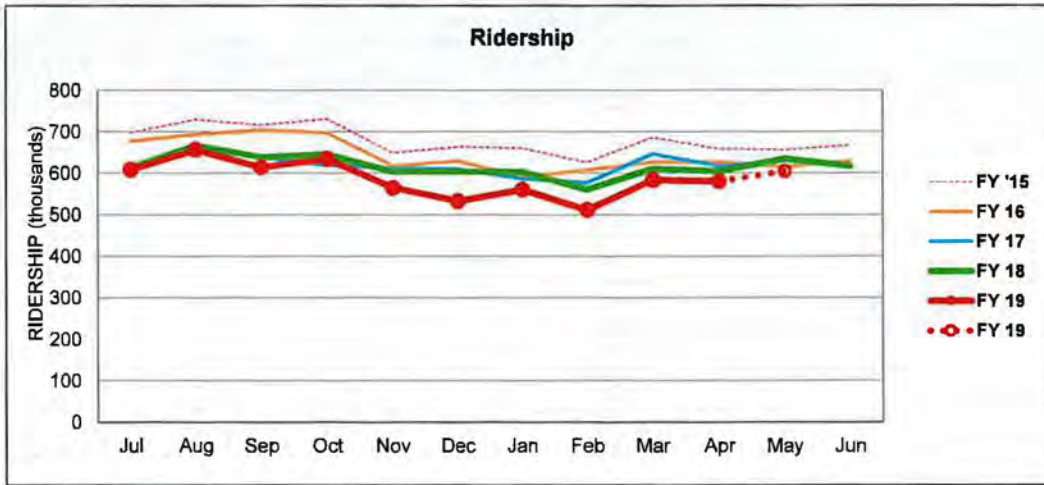
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May '19	Percent Change	May '18	June '18 - May '19	Percent Change	June '17 - May '18
Monthly Ridership	19,882	-10.0%	22,099	229,196	-9.1%	252,108
Weighted Avg. Daily Ridership	643	-3.0%	663	612	-2.6%	629
Revenue Vehicle Hours	9,184	0.9%	9,100	103,185	11.2%	92,788
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.16	-3.8%	2.25	2.12	-12.2%	2.41
Revenue Vehicle Miles (RVM)	149,709	12.9%	132,627	1,675,106	9.5%	1,530,392
Complaints per 1,000 Rides	0.45	-9.1%	0.50	0.65	-10.1%	0.72
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	-100.0%	2	2	-95.7%	46
Accidents per 100,000 Miles	1.34	77.2%	0.75	0.64	-10.0%	0.72
On-Time Performance (does not include taxi data)	92.3%	-2.1%	94.3%	92.9%	-0.4%	93.3%
Taxi On-Time Performance	0.0%	-100.0%	99.4%	60.2%	-37.0%	95.6%
Performance Indicator	Dec '18	Percent Change	Dec '17	July '18 - Dec '18	Percent Change	July '17 - Dec '17
Revenue*	\$173,122	3.0%	\$168,039	\$1,021,720	3.8%	\$984,775
Farebox Recovery Ratio*	26.91%	18.97%	22.62%	24.14%	11.81%	21.59%
Subsidy per Passenger*	\$17.49	-8.6%	\$19.14	\$19.18	-8.4%	\$20.93

*December 2018 data is the latest available.

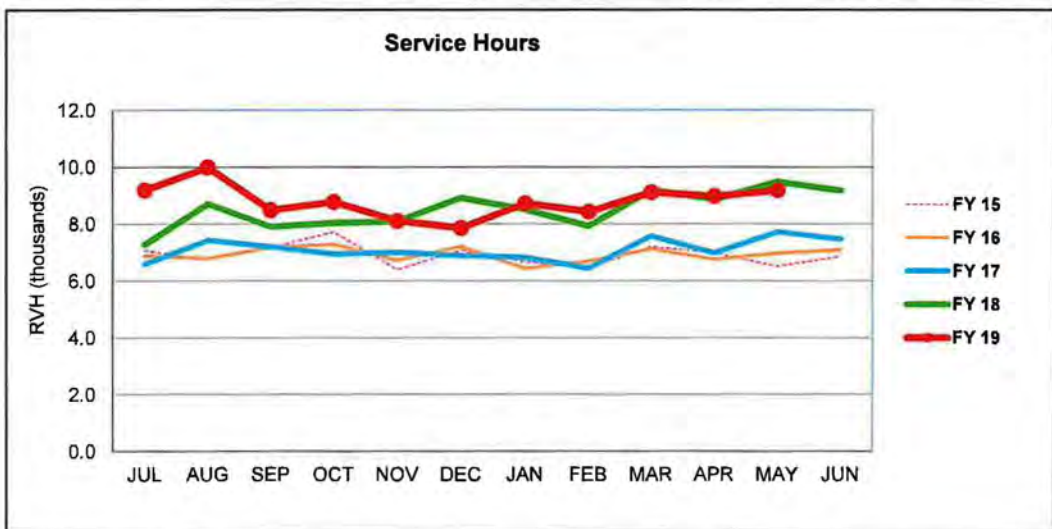
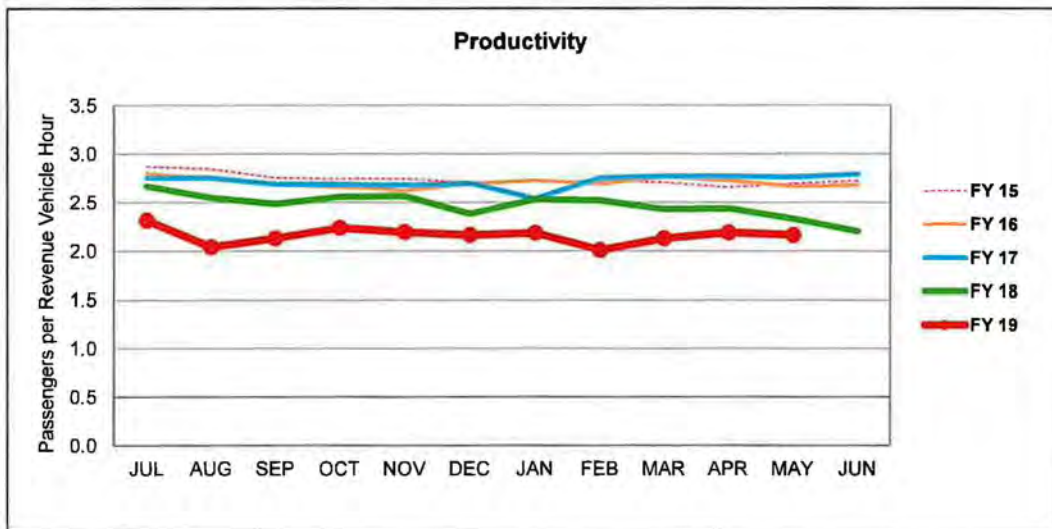
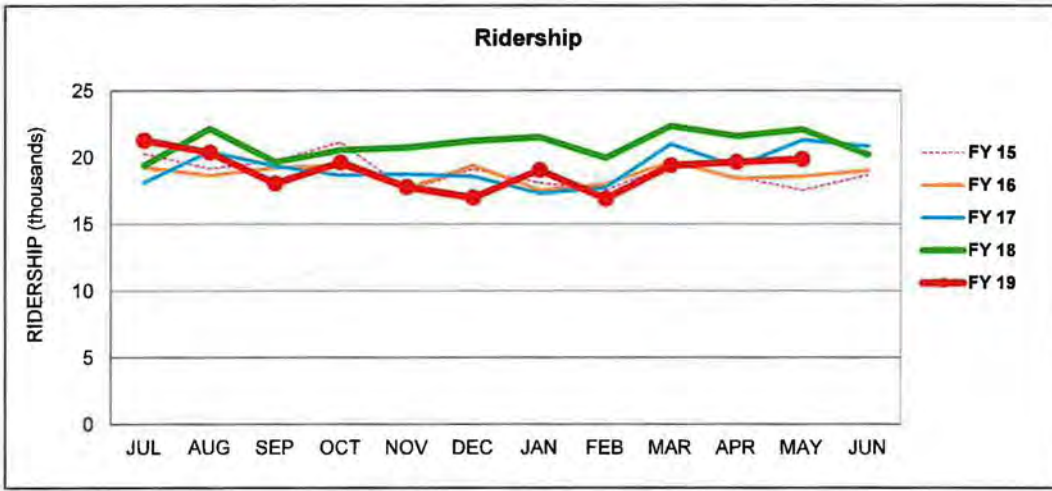
TART Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2019	Percent Change	May 2018	Jun 2018 - May 2019	Percent Change	Jun 2017 - May 2018
Monthly Ridership	2,813	10.6%	2,543	46,647	20.2%	38,820
Weighted Avg. Daily Ridership	90.6	10.7%	81.8	129.4	21.3%	106.7
Revenue Vehicle Hours (RVH)	380	3.4%	368	4,364	4.3%	4,184
Passengers per RVH	7.4	7.0%	6.9	10.7	15.2%	9.3
Revenue Vehicle Miles (RVM)	8,284	3.4%	8,012	93,464	2.4%	91,233
Revenue	\$3,250	10.8%	\$2,934	\$49,222	10.4%	\$44,574
Farebox Recovery Ratio	7.2%	3.0%	6.9%	9.5%	0.7%	9.4%
Subsidy per Passenger	\$15.00	-3.0%	\$15.47	\$10.10	-8.8%	\$11.07

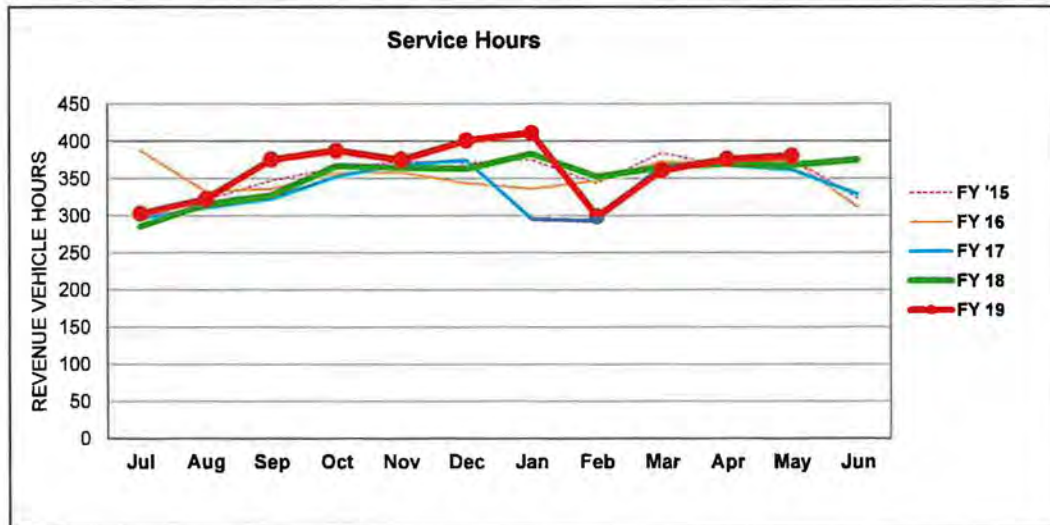
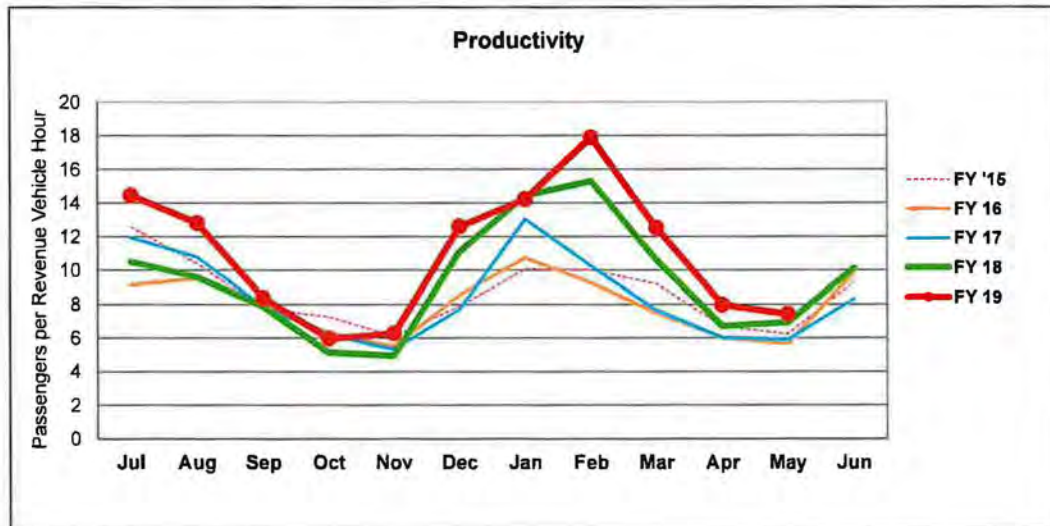
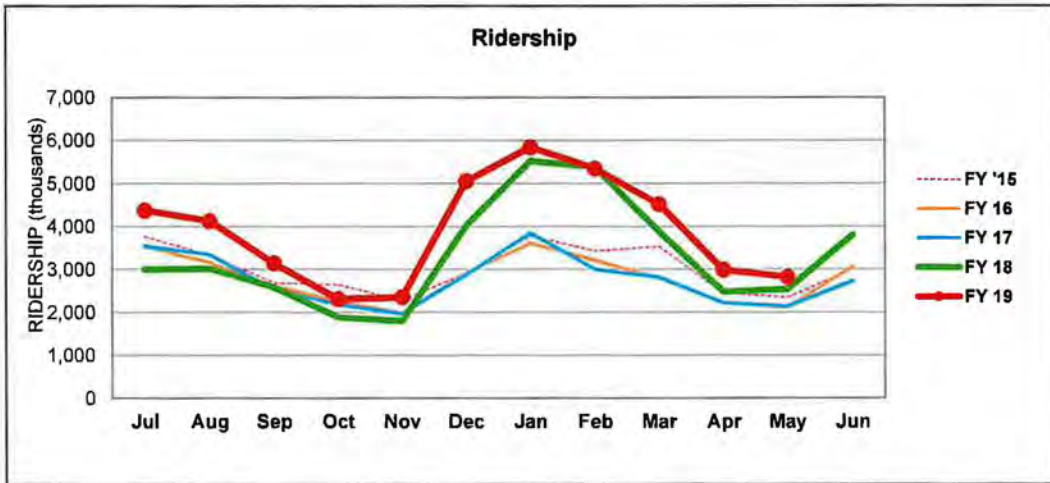
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

June 19, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

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

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. The first public meeting for the project was held on March 26th at Damonte Ranch High School and a project Technical Advisory Committee meeting was held on June 3rd to review public comments to date. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

University Area Multimodal Transportation Study

The University Area Multimodal Transportation Study started after the approval of the Professional Services Agreement with Kimley-Horn on March 19. This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it will include an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District. The project team met with staff from the University of Nevada Reno and City of Reno to discuss project details. The project Technical Advisory Committee had a kick-off meeting on April 24th.

The project team conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity on May 2nd and 3rd. A pop-up meeting was held in front of the Joe Crowley Student Union building to engage students and faculty to provide their comments and concerns. The first public meeting was held on June 27th at Evelyn Mount North Northwest Community Center. An online public input survey is open until July 22nd to collect comments and concerns regarding transportation in the university area.

ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team is in the process of reviewing and commenting on the draft report. Staff will be asking these different stakeholders to provide input and comment on the draft plan prior to it being finalized. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. This project is on schedule.

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

The Request for Proposals (RFP) for this study was issued on March 19. Consideration of the contract award is on the August Board meeting agenda.

Bicycle and Pedestrian Planning

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

- Bicycle and Pedestrian Count Program – The May counts for the 40 locations have been conducted.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA).

Vision Zero

- The Task Force completed a draft action plan with measureable goals that will help our region reach zero pedestrian fatalities by 2030.
- The Vision Zero Task Force provided an update, presented the Action Plan and Resolution to the RTC Board on July 19th. In addition, they will be taking Resolutions to the City of Reno, City of Sparks and Washoe County in July, August, and September. Between January 1, 2019 and June, 2019 there have been eight pedestrian fatalities in Washoe County, which is an increase of five pedestrian fatalities compared to the same time last year.
- The Nevada Highway Patrol and Washoe County Sheriff have joined the Vision Zero Task Force.
- Vision Zero Task Force is planning on submitting an application to the national Vision Zero Program to become the 1st Vision Zero Community in Nevada by October 2019.

Sustainability Planning

RTC has created a Green Team of agency staff to advance initiatives outlined in the RTC Sustainability Plan. The RTC received a certificate of recognition for its commitment to Environmental Compliance and Corporate Social Responsibility through the American Consumer

Council's Green C Self-Certification Program. The Sustainable Purchasing Policy has been implemented and staff are actively purchasing more sustainable items. In addition, RTC is currently tracking paper usage in an effort to achieve a ten percent reduction. RTC is also participating in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

RTC Affordable Housing Study

The project team is currently developing an inventory of potential candidate sites for affordable housing near transit routes and conducting additional stakeholder meetings. A preliminary list of sites was presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee, as well as the project stakeholder group. A summary of this information is presented in the July Board agenda.

Development Review

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

- Washoe County – 0
- City of Reno – 1
- City of Sparks – 1

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from June 17– July 19:

June 17	Virginia Street Project Start of Construction Media Tour and Information Office Hours
June 17	WCSD Community-Based Career Exploration camp
June 18	Virginia Street Project Information Office Hours
June 19	Virginia Street Project Information Office Hours
June 19	Urban Forestry Commission of Reno – Oddie Wells Landscape Proposal
June 20	Virginia Street Project Information Office Hours
June 20	Virginia Street Project Bi-weekly Community Meeting
June 24	Virginia Street Project Information Office Hours
June 25	Virginia Street Project Information Office Hours
June 26	Virginia Street Project Information Office Hours
June 27	Virginia Street Project Information Office Hours
June 27	University Area Transportation Study Public Meeting
June 27	Virginia Street Presentation to Reno-Sparks Sertoma Club
June 28	Virginia Street Project Start of Construction Transformation Event

July 1-7	Free RIDE during transition to Keolis
July 2	Virginia Street Project Information Office Hours
July 4	Star Spangled Sparks Shuttle to fireworks event
July 9	Virginia Street Project Information Office Hours
July 10	RTC Technical Advisory Committee (TAC) Meeting
July 10	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
July 11	Virginia Street Project Information Office Hours
July 16	Virginia Street Project Information Office Hours
July 18	Virginia Street Project Information Office Hours

Media Relations & Social Media

The RTC issued five news releases and participated in 26 media interviews on various topics, including the transition to transit operator Keolis, RTC's 4th of July transit schedule and Star Spangled Sparks shuttles, a bus that was driven by a former MV employee, transit drivers calling in sick before the transition to Keolis, the Virginia Street Project, the Virginia Street Project Information Office, the University-Area Transportation Study public meeting, the Virginia Street Project groundbreaking, and RTC's ACCESS service.

Social media was used to promote weekly Virginia Street Project update videos, Don't Drive, Arrive! To the Biggest Little Wing Fest, David Jickling's retirement, Don't Drive, Arrive! To Star Spangled Sparks fireworks show, the Virginia Street Project groundbreaking, the University-Area Transportation Study public meeting, free fixed-route transit during the transition to Keolis, the Virginia Street project ice cream social event at the Public Information Office, and the RTC Board meeting.

Social media metrics for the month of June: 81,710 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, the UNR Transportation Study public meeting, the UNR and TMCC Upass/EdPass, and the RTC's annual report.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues. RTC is a participant in the weekly Regional Plan Update meetings with the local jurisdictions and other stakeholder agencies.

Nevada Department of Transportation (NDOT)

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

Statewide Transportation Planning

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Vision Zero Task Force of the Truckee Meadows

RECOMMENDATION

Approve a resolution endorsing the Vision Zero Truckee Meadows (VZTM) Action Plan and submittal of an application for recognition as a Vision Zero Community.

SUMMARY

The VZTM task force is a regional partnership focusing on pedestrian safety in our community. The task force has set the goal to eliminate pedestrian traffic fatalities by 2030 in the region and has created an action plan (attached) with objectives to make this goal reachable.

Over the last 10 years, there have been 87 pedestrian fatalities and 327 traffic fatalities in Washoe County. The foundation of the VZTM is to explore a different approach to eliminate pedestrian fatalities in Washoe County. The task force, with the support of local leaders, has made a commitment to take action to bring the number of fatalities on our roadways to zero.

There are three main components to the action plan, 1) Programmatic/Task Force Collaboration; 2) Street Design/Infrastructure Improvement; and 3) Community Engagement/Outreach. The task force established the Plan by creating equitable, data-driven, and transparent actions and decisions to improve safety throughout our community. By working together to make roads and sidewalks safer for pedestrians, we make our roads safer for everyone.

The application to be recognized as an official Vision Zero Community will be submitted to the Vision Zero Network in September. The VZTM task force is seeking resolutions from the RTC Board, City of Sparks and Reno City Councils, and Washoe County Commission in order to demonstrate the region's commitment to improving safety throughout our community. The Vision Zero Network works to advance Vision Zero across the U.S. with the goal of eliminating traffic fatalities and severe injuries among all road users. The Vision Zero Network helps communities learn about what Vision Zero is and how it differs from the traditional approach to traffic safety. It also helps communities move from vision to action through its core principles:

- Traffic deaths are preventable
- Integrate human failing in approach
- Prevent fatal and severe crashes through a systematic approach
- Saving lives is not expensive

BACKGROUND

The VZTM task force began in October 2017. To date, the membership includes staff from the Cities of Reno and Sparks; Federal Highway Administration; members of the public; Nevada Department of Transportation; Nevada Highway Patrol; Office of Traffic Safety; Reno Bike Project; Reno & Sparks Chamber of Commerce; Renown Hospital; University of Nevada, Reno; University of Nevada, Las Vegas; Washoe County; Washoe County School District; and members of the public.

In compiling the VZTM Action Plan, the task force utilized regional crash data including in-depth pedestrian fatality and serious injury data within the focus areas; of Downtown Sparks, University of Nevada, Reno, Midtown and West 4th Street. The goal of the task force is to use data from these four focus areas and apply them to other areas within the Truckee Meadows. Pedestrian survey data that was collected in 2018-2019 was also utilized to create measurable outcomes in the Plan.

The Vision Zero Truckee Meadows Action Plan includes three main components:

- Programmatic/Task Force Collaboration
 - Growing the regional task force and being accountable for the Action Plan and website
- Street Design/Infrastructure Improvement
 - Working regionally to address pedestrian safety with an approach that will improve safety for all road users
- Community Engagement/Outreach
 - Expanding our culture of safety through community education and awareness

FISCAL IMPACT

There is no additional cost associated with this agenda item.

PREVIOUS ACTIONS BY BOARD

April 19, 2019 Accepted update of the Vision Zero Truckee Meadows Task Force
October 19, 2017 Accepted the presentation on Vision Zero Truckee Meadows Task Force

ADVISORY COMMITTEE(S) RECOMMENDATION

The Action Plan was presented to the Technical Advisory Committee and Citizens Multimodal Advisory Committee on July 10, 2019.

Attachment

RESOLUTION 19-02

RESOLUTION ENDORSING THE VISION ZERO TRUCKEE MEADOWS ACTION PLAN AND SUPPORT OF THE GOAL TO ELIMINATE PEDESTRIAN DEATHS IN WASHOE COUNTY BY THE YEAR 2030

WHEREAS, over the past 10 years, 327 people have died while walking, biking, or driving on Washoe County roadways; and

WHEREAS, between 2012-2017, 28% of the fatalities in Washoe County were pedestrians; and

WHEREAS, traffic deaths and serious injuries in the United States have disproportionately impacted low-income households, older adults and youth, people with disabilities, people of color and households with limited vehicle access; and

WHEREAS, Vision Zero Truckee Meadows provides a framework for reducing traffic deaths and serious injuries through a comprehensive and data-driven approach; and

WHEREAS, in October, 2017, the region initiated on its commitment for a greater culture of safety and formed a Vision Zero Partnership through the Vision Zero Truckee Meadows Task Force; and

WHEREAS, the Vision Zero Truckee Meadows Task Force implemented a pedestrian safety campaign in 2019 to engage the local community and partners with meaningful outreach and messaging and activate everyone to take ownership and participate in saving lives on our roadways through the Don't Kill A Dream awareness campaign; and

WHEREAS, the Vision Zero Truckee Meadows has completed an Action Plan with the support of local leaders, city, county, state and federal agencies, community stakeholders, the public and private sector to identify solutions for the Truckee Meadows to make equitable data-driven decisions to improve safety throughout our community;

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY that the Regional Transportation Commission does hereby adopt and endorse the Vision Zero Action Plan and the goal to eliminate pedestrian deaths in Washoe County by the year 2030.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on July 19, 2019.

Bob Lucey, Chair
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019,
by _____, Chair of the Regional Transportation Commission.

Notary Public



VISION **TRUCKEE**
MEADOWS

ZERO

DRAFT ACTION PLAN • 2019

ZERO FATALITIES BY 2030

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DEAR MEMBERS OF THE COMMUNITY,

We are working to make our roads safer for everyone. Over the last 10 years, 327 people have died while walking, biking, or driving in our community. These are our friends, our families and our neighbors. The number of fatalities in our community has been on the rise recently and we are taking action to bring the number of traffic fatalities and serious injuries to zero by the year 2030 by implementing Vision Zero Truckee Meadows. The only acceptable number of traffic deaths in our community is zero.

The Vision Zero Truckee Meadows task force was established to take equitable, data-driven and transparent actions to improve safety throughout our community. By working together to make roads and sidewalks safer for pedestrians, we will make our roads safer for everyone. Our community is made stronger by increasing the safe connectivity of our residents and visitors.

Now, more than ever, we must make our streets safe for everyone, no matter where they go, or how they get there. Safety must be our most important consideration and highest priority moving forward.

The Vision Zero Truckee Meadows task force is currently comprised of members from the City of Reno, City of Sparks, Washoe County, the Regional Transportation Commission of Washoe County, the Federal Highway Administration, the Nevada Department of Transportation, Office of Traffic Safety, Reno Bike Project, The Chamber, Renown Health, the University of Nevada, Las Vegas, the University of Nevada, Reno, the Washoe County School District and members of the community who have been impacted by traffic fatalities. Through our shared regional commitment to safety, we are committed to changing the rising trend of traffic deaths in our community.

The task force has created an action plan to bring the number of traffic fatalities to zero. We cannot achieve this goal alone. This plan unites us around this common goal as we work together to make our community a stronger and safer place for everyone. We are hoping you will be interested in joining us after reading this plan.

Respectfully,



Hillary L. Schieve
Mayor
City of Reno



Ron Smith
Mayor
City of Sparks



Vaughn Hartung
Chair
Washoe County



Bob Lucey
Chair
RTC Washoe

VISION ZERO TRUCKEE MEADOWS GOAL: ZERO PEDESTRIAN FATALITIES BY 2030

The Vision Zero Truckee Meadows will reach the goal of zero pedestrian fatalities by 2030 and reduce critical and fatal crashes overall. Vision Zero uses a unique data-driven approach to eliminate all traffic fatalities and serious injuries.

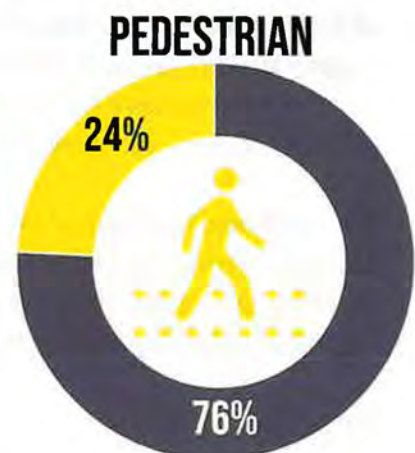
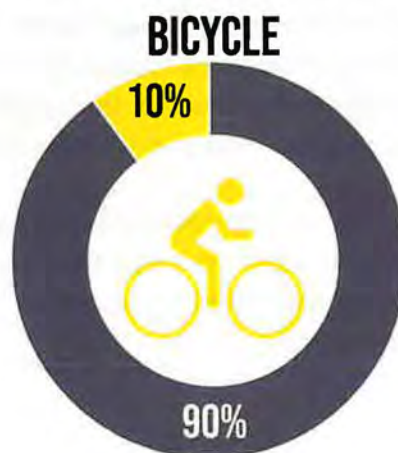
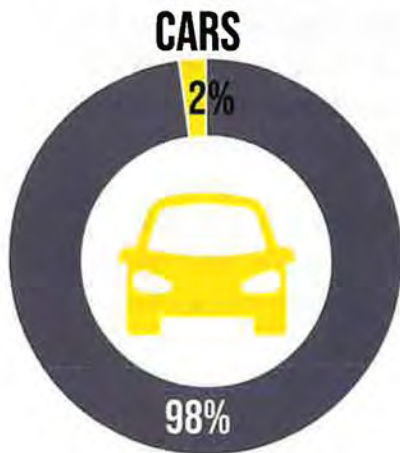
TRADITIONAL APPROACH

Traffic deaths are **INEVITABLE**
PERFECT human behavior
 Prevents **COLLISIONS**
INDIVIDUAL responsibility
 Saving lives is **EXPENSIVE**

VISION ZERO APPROACH

Traffic deaths are **PREVENTABLE**
 Integrate **HUMAN FAILING** in approach
 Prevent **FATAL AND SEVERE CRASHES**
SYSTEMATIC approach
 Saving lives is **NOT EXPENSIVE**

Share of Victims who were killed or seriously injured by mode between 2013 - 2017



VISION ZERO TRUCKEE MEADOWS TASK FORCE MEMBERS

City of Reno

- Neighborhood Services
- Public Works/Traffic Engineering
- Reno Police Department (RPD)

City of Sparks

- Community Relations
- Public Works
- Sparks Police Department

Federal Highway Administration (FHWA Nevada Division)

Nevada Department of Transportation (NDOT)

- Bicycle and Pedestrian Division
- Traffic Safety Division

Nevada Highway Patrol (NHP)

Office of Traffic Safety (OTS)

Regional Transportation Commission of Washoe County (RTC)

- Communications and Public Affairs
- Engineering
- Metropolitan Planning

Reno Bike Project

Reno Emergency Medical Services Authority (REMSA)

Reno & Sparks Chamber of Commerce

Renown Hospital, Trauma Center

University of Nevada, Reno

- Department of Engineering
- Police Department

University of Nevada, Las Vegas

- Vulnerable Road Users Project

Washoe County

- Washoe County Health District, Air Quality
Management Division

Washoe County School District

- Safe Routes to School

Washoe County Sheriff's Office

Members of the Public

OUR SAFETY CULTURE

During the Nevada Transportation Conference in May 2017, a group of professionals identified the need for the Vision Zero Truckee Meadows Task Force. The multidisciplinary task force began meeting in October 2017 when northern Nevada partners joined forces. The Vision Zero Truckee Meadows (VZTM) Task Force formed and set the goal to reach zero pedestrian fatalities within the region by the year 2030. Achieving zero fatalities requires leadership and commitment from city and county agencies, elected officials, community stakeholders, and the public and the private sectors to find the right solutions for Truckee Meadows. These resolutions are supported by a new level of energy and commitment to teamwork for addressing road-safety issues.

Over the last 10 years, there have been 327 traffic fatalities in Washoe County. Eighty-seven of these being pedestrian fatalities. Everyone agrees that even one fatality is too many. The foundation of the task force is to explore a different approach to eliminate pedestrian fatalities in Washoe County. The VZTM is working together to keep everyone safe on our roads. The task force, with the support of local leaders, has made a commitment to change our culture regarding safety in the Truckee Meadows. Vision Zero Truckee Meadows is working together to bring the number of fatalities on our roadways to zero; following the principle that if you make a road safer for a pedestrian, the most vulnerable road user, the road will be safer for everyone.

VISION STATEMENT

Northern Nevadans working together to keep everyone safe on our roads.

MISSION STATEMENT

Northern Nevadans, with the support of elected leaders, have made a commitment to take action to bring the number of fatalities on our roadways to zero. We will make equitable, data-driven, and transparent decisions to improve safety throughout our community. By partnering together to make roads and sidewalks safe for pedestrians, we make our roads safer for everyone. We will actively implement measures proven to reduce serious injuries and fatalities. Through collaboration we will make our community a safe and healthy place, no matter where you go or how you get there.



OTHER VISION ZERO CITIES

Since 2014, Vision Zero has been gathering momentum across the U.S. As of June 2019, 43 cities across the United States have committed to Vision Zero.

The number of traffic deaths in New York City fell in 2018 to the lowest level in more than a century to 200, which is down from 222 deaths in 2017.

WHAT IS VISION ZERO?

Vision Zero is a concept that road users can coexist on our street network without losing their lives. It is an overarching concept. A concept that can be achieved. Progress toward zero fatalities has been happening across Europe, and has begun to manifest in the United States as well.

Vision Zero views traffic crashes as opportunities to fix potential safety risks: assign no blame, evaluating what happened with the understanding that there is a mitigation that could have helped avoid the crash or lessen the severity of the crash. The solution can be engineering based or behavioral-based, but most solutions involve both.

Vision Zero is a community working together to identify solutions to designing safer roads. Vision Zero is welcoming new ideas and non-traditional approaches to assuring roads are safer for all, by focusing on making roads safer for the most vulnerable user.

WHY HAVEN'T I HEARD OF VISION ZERO?

Vision Zero began in Sweden in 1996, and within five years the movement had spread to the Netherlands; and in 20 years, across Europe. Since its inception, Swedish fatalities for all road users has dropped by more than 50 percent! While they have not yet achieved Zero Fatalities, the fatality rate per 100,000 people has dropped from 10.3 to less than two. Similar results have also occurred across other Vision Zero European countries.

Vision Zero has spread to the United States and was adopted most aggressively in New York City (NYC) in 2013, with its first year of operation in 2014. The results have been amazing in NYC too, where bicycling trips have risen by more than 50

percent and fatalities are down close to 50 percent (preliminary 2018 fatality numbers). In fact, in 2017, the fourth year of the program, fatalities in NYC were the lowest they have been since they began to keep records in 1910.

As of June 2019, there are 43 cities across the US that have made the commitment and pledge to Vision Zero to enhance and improve their quality-of-life.

What all the cities have in common is they have made a commitment to the following tenants of Vision Zero:

- People are more important than cars
- Integrate human failing in approach
- Getting there safely is more important than getting there quickly
- Saving lives is inexpensive

Vision Zero also states that if we improve our roads for the most vulnerable road user, we have improved that road for every road user. NYC data supports this fact. Often, the perceived cost of improvements is an obstacle to change, but the cost of doing nothing is far greater than a steady budget that improves roads and mitigates crash outcomes; which will begin to reap immediate rewards in fewer lives lost, fewer severe injuries and less time for emergency responders in the field.

WHY VISION ZERO?

Traffic fatalities are a quality-of-life issue; if we don't feel safe using our roads, how does the community thrive? What things do you change in your life because you don't feel safe traveling by your preferred means? As a business, the best way for customers to find you is on foot or on bike. How many businesses fail simply because the traffic outside moves too fast for people to notice them? As a society, beginning with the end of WWII, we have had a love affair with our cars. In the Southwest, which has been built mostly post-WWII, we have a network of streets that are built for

automobiles. As vehicles became more affordable, streets were built for the onslaught: wide, flat, fast and for the most part, dark.

When you consider a reluctance to establish crosswalks at reasonable distances, streets without adequate space for a cyclist to feel safe, and laws that are unclear, there exists a quality-of-life issue for everyone.

Human behavior complicates this situation. The imperfect human being, using streets that demand perfection, leads to the result observed in Washoe County: In the past five years (2012-2017) pedestrians have made up 27.8 percent of Washoe County's traffic fatalities; which is ample justification

to incorporate Vision Zero. This is the disproportion seen for vulnerable road users.

In many neighborhoods people would allow their children to walk and bike, but they lack sidewalks, or their neighborhood is walled in, adding travel distance to what would be a short trip "as the crow flies." A lunchtime stroll for workers becomes dangerous in parts of the city and people avoid walking because it is uncomfortable and does not feel safe.

Looking at every crash as a resource to prevention allows engineers, planners and advocates to work together to bring streets back for all to use.



HOW MUCH IS SPEED AN ISSUE?

The one constant in all Vision Zero programs is speed reduction, and for good reason! Speed is a factor in more than a third of all Nevada fatalities, surpassing all other potential factors such as impairment, seat belt use, distracted driving, etc. When we look at pedestrian fatalities, speed is even more critical. Crashes that involve vehicles traveling at posted speed limits is deadly to many pedestrians, meaning speed is a factor, but isn't reported as one.

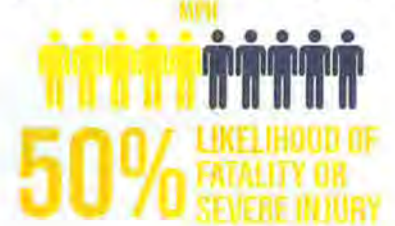
The sad fact is that at **30 miles-per-hour, half of pedestrians struck by a vehicle will not survive.**

Bodies without the benefit of seat belts, air bags and 3,000 pounds of steel surrounding them do not fare well when struck by cars, or motorcycles, or even bikes; this is why Vision Zero aims to make roads safer for the most vulnerable users, which, in turn, makes the road safer for all.

Vision Zero speed limit research shows at 20 mph, one in 10 pedestrians will not survive. This applies mostly to small children because they have no body mass to absorb the crash force and to the elderly because of their fragility; they either don't survive being put under anesthesia or they languish after breaking a femur or hip and simply don't move again.

At 30 mph, half the population will not survive, and at 40 mph we tragically see only one in ten people struck by a vehicle while walking will survive. Speed plays a huge role in survivability, no matter how you travel.

Lowering speeds is often seen unfavorably by many because they equate lower speeds with longer travel times. In reality, if you had a five-mile trip to work and the speed limit was dropped from 45 mph to 30 mph, the difference in time is only three minutes and twenty seconds. Travel times are mostly impacted by poor signal timing and congestion, not the speed.



SPEED: THE FACTS



A 5% cut in average speed can result in...

30%

reduction in the number of fatal crashes.



When motorized traffic mixes with pedestrians and cyclists, the speed limit should be under 30km/h.



47
countries

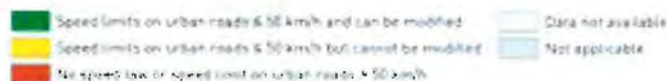
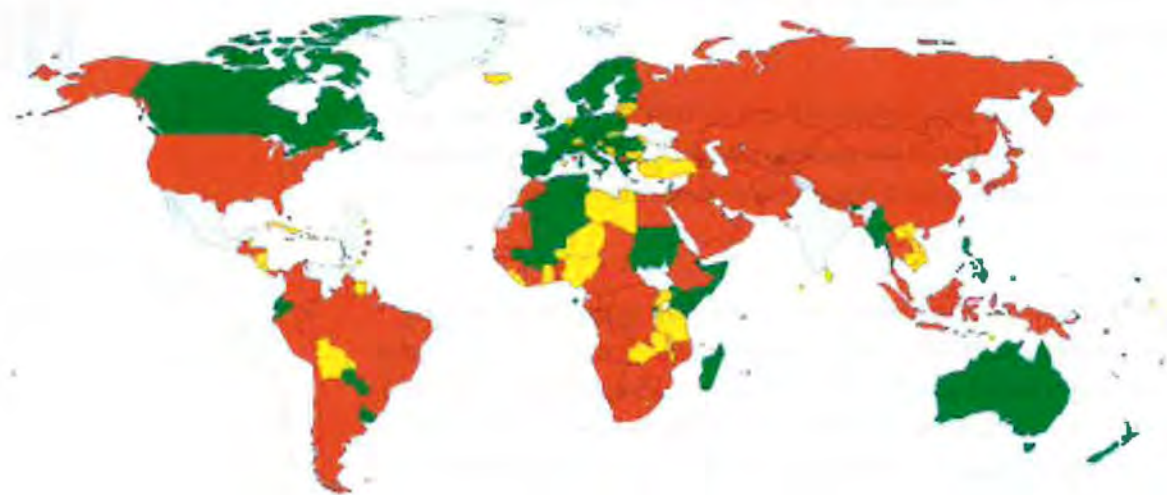


have implemented an urban speed limit of 50km/h or less...



...and allow local authorities to reduce these limits.

Urban speed laws by country



World Health Organization

Global status report on road safety 2015

www.who.int/violence_injury_prevention/road_safety_status/2015/en/



IDENTIFYING THE PROBLEM

Vision Zero Truckee Meadows Task Force has evaluated crash trends in the region. First, crash data for the region indicates that, between 2012 – 2017, 28% of the fatalities on our roadways were pedestrian fatalities.

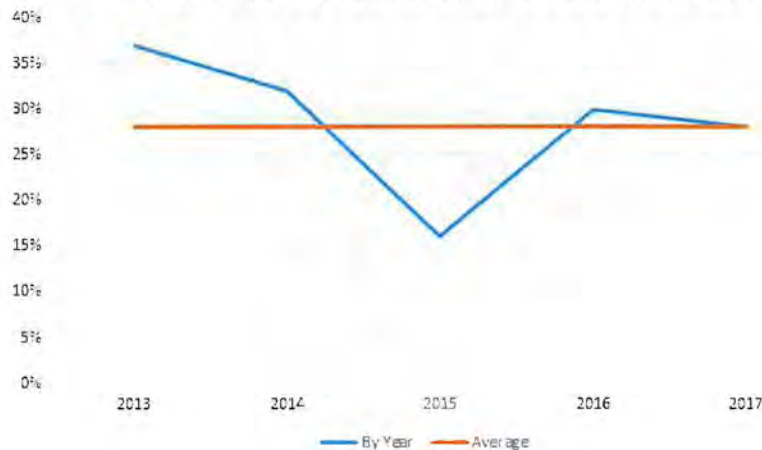
The highest year of pedestrian fatalities during this 5-year period was 2013 with 37% of the fatalities in Washoe County. In comparison, 2015 was the lowest year for pedestrian fatalities at 16%.

The Vision Zero Truckee Meadows Task Force believes that one fatality is too many. The commitment to be pedestrian fatality-free by 2030 has been made by the regional task force and in order to get there the approach on how we look at fatal crashes needs to change.

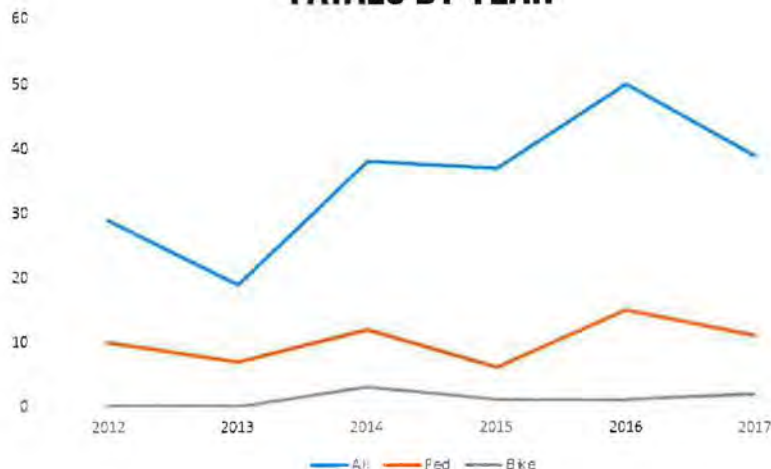
28%

**OF THE
FATALITIES OVER
THE FIVE-YEAR
PERIOD WERE
PEDESTRIAN
FATALITIES**

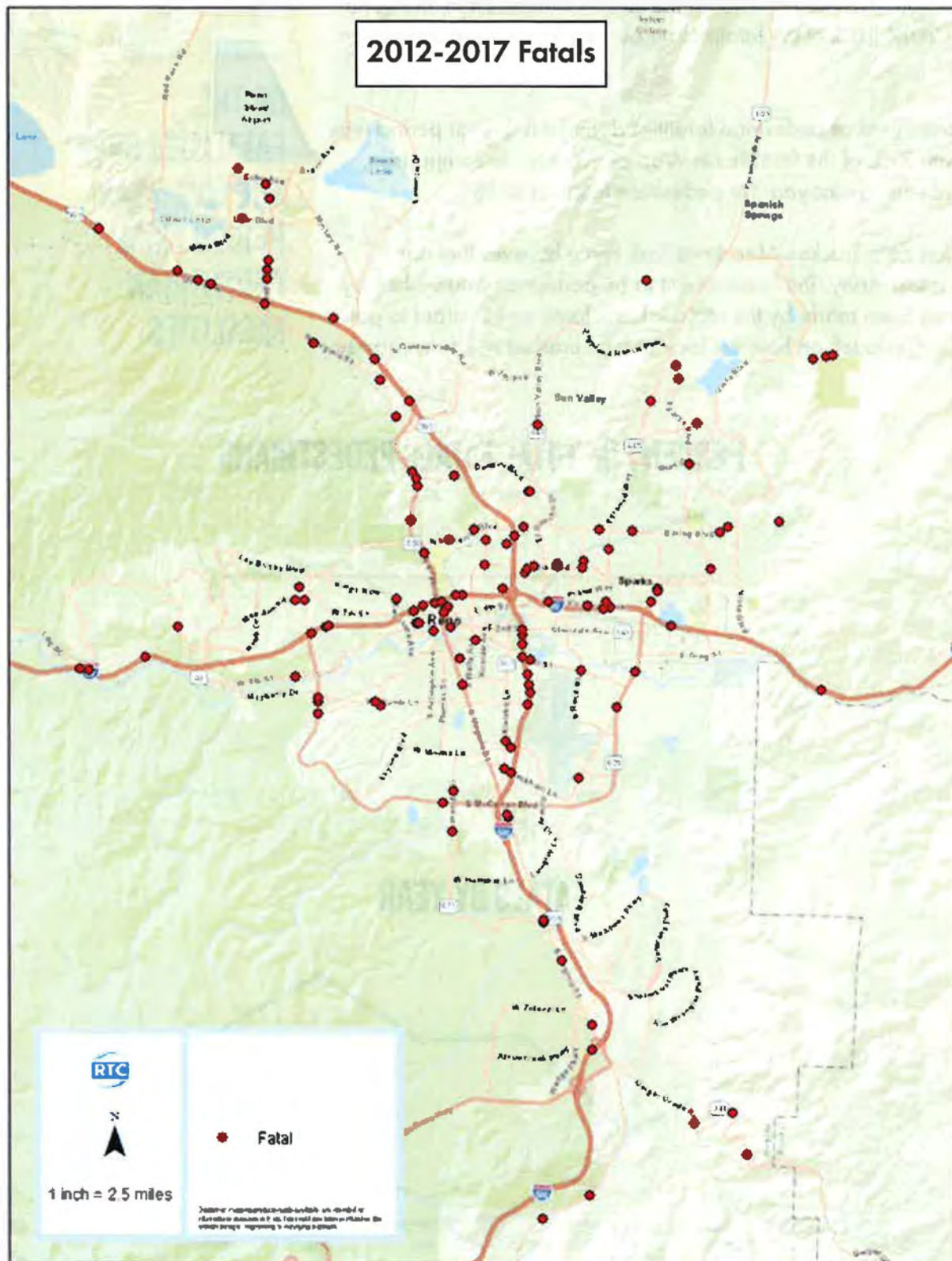
PERCENT OF TOTAL FATALS PEDESTRIANS



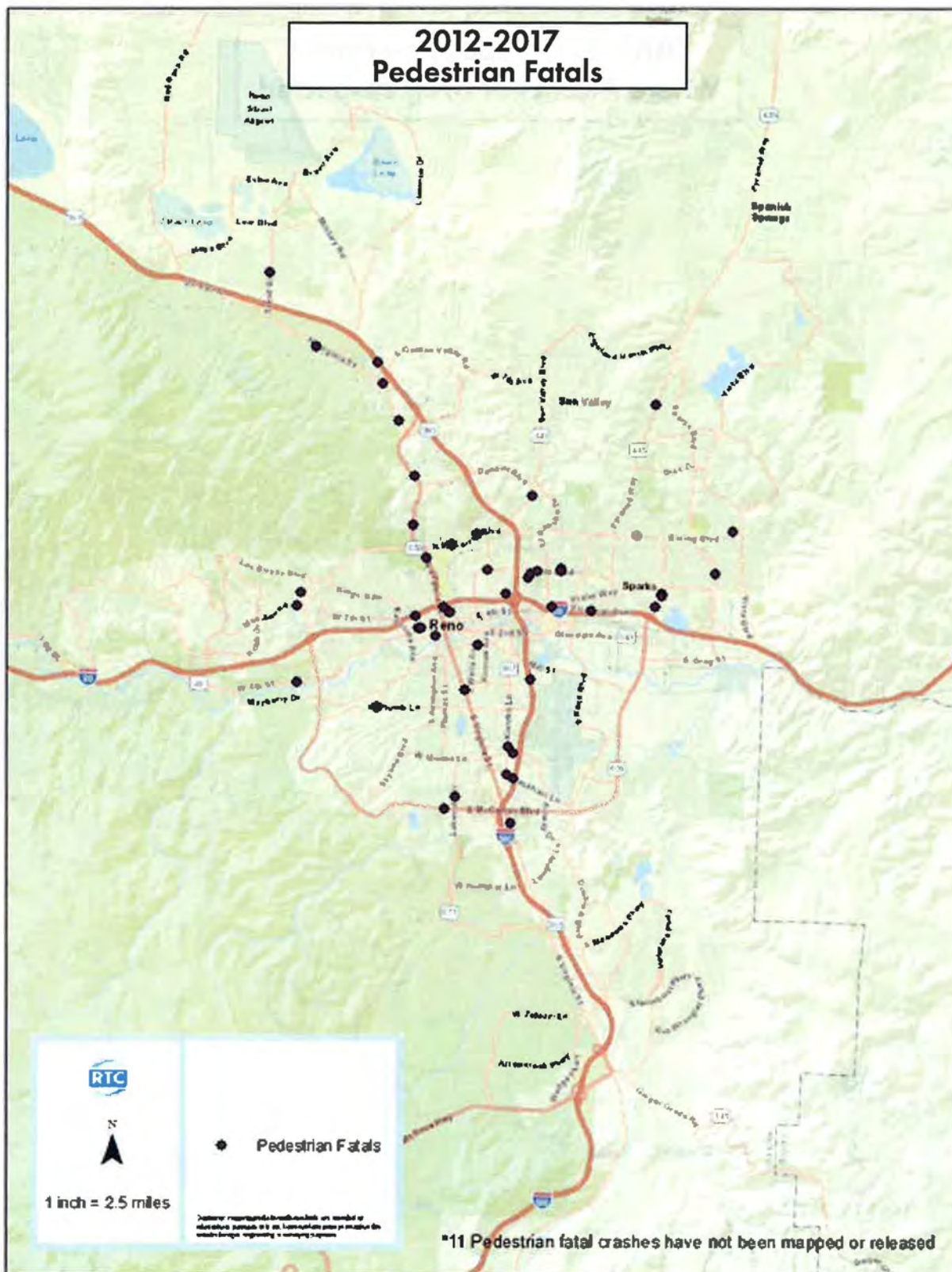
FATALS BY YEAR



ALL ROAD FATALITIES IN WASHOE COUNTY 2012-2017



PEDESTRIAN FATALITIES IN WASHOE COUNTY 2012-2017



ALL ROAD FATALITIES IN WASHOE COUNTY 2012-2017



FATAL PEDESTRIAN CRASHES AGED 60+



VISION ZERO TRUCKEE MEADOWS RESPONDS TO CRASH TRENDS

For the year 2019, data indicates that between January 1 and May 31, there have been five pedestrian fatalities in Washoe County. Trends indicate that these fatalities have the following common factors:

- Crashes occurred at night
- All pedestrians were outside a marked crosswalk or crossing against the traffic signal
- Pedestrians were wearing dark colors without any reflectivity
- One pedestrian was 55 years old and the others were all seniors 60+
- All pedestrians were homeless or in transition
- Crashes occurred in low-light areas

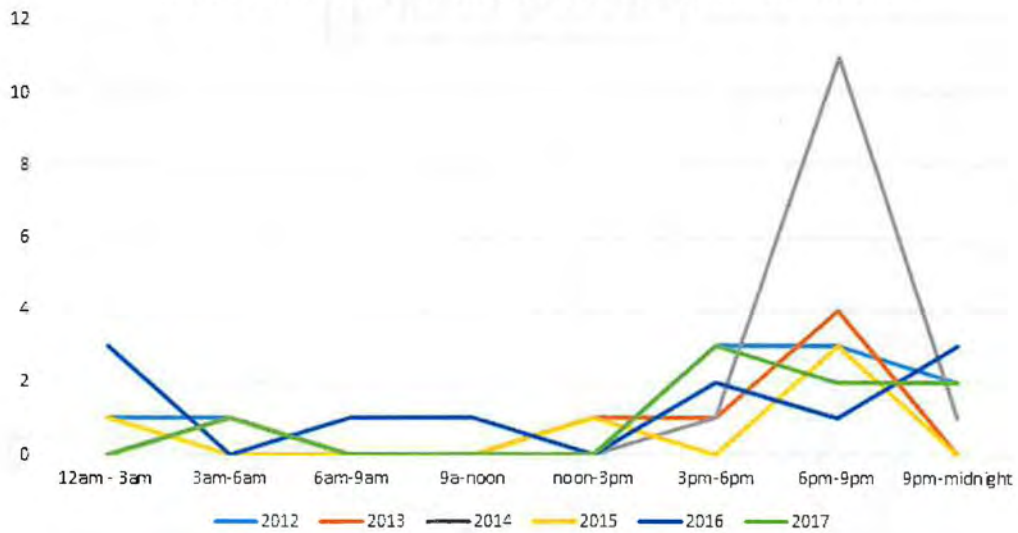
The Vision Zero Truckee Meadows Task Force responded to this by receiving more than 4,000 free backpacks, high-visibility slap bracelets and reflective tape from both the Nevada Office of Traffic Safety and Nevada Department of Transportation as well as Pedestrian Safety Tips brochure from the Regional Emergency Medical Services Agency. The VZTM distributed them to regional partners that work with this vulnerable population, Reno and Sparks Police Departments, RTC Mobility Center, Northern Nevada HOPES Clinic, Community Assistance Center, Catholic Charities, Washoe County Senior Center, and Downtown Reno Ambassadors. The purpose of this community engagement was to distribute the safety material to individuals in high-risk areas of our community to help people be safe and seen by drivers.

This example of pulling resources together and quickly engaging the community is an example of how the Vision Zero Task Force has already made an impact in the Truckee Meadows.

The following line chart demonstrates that crash trends show fatalities for vulnerable road users increase in low-light situations (between 3:00pm – 6:00am they peak).



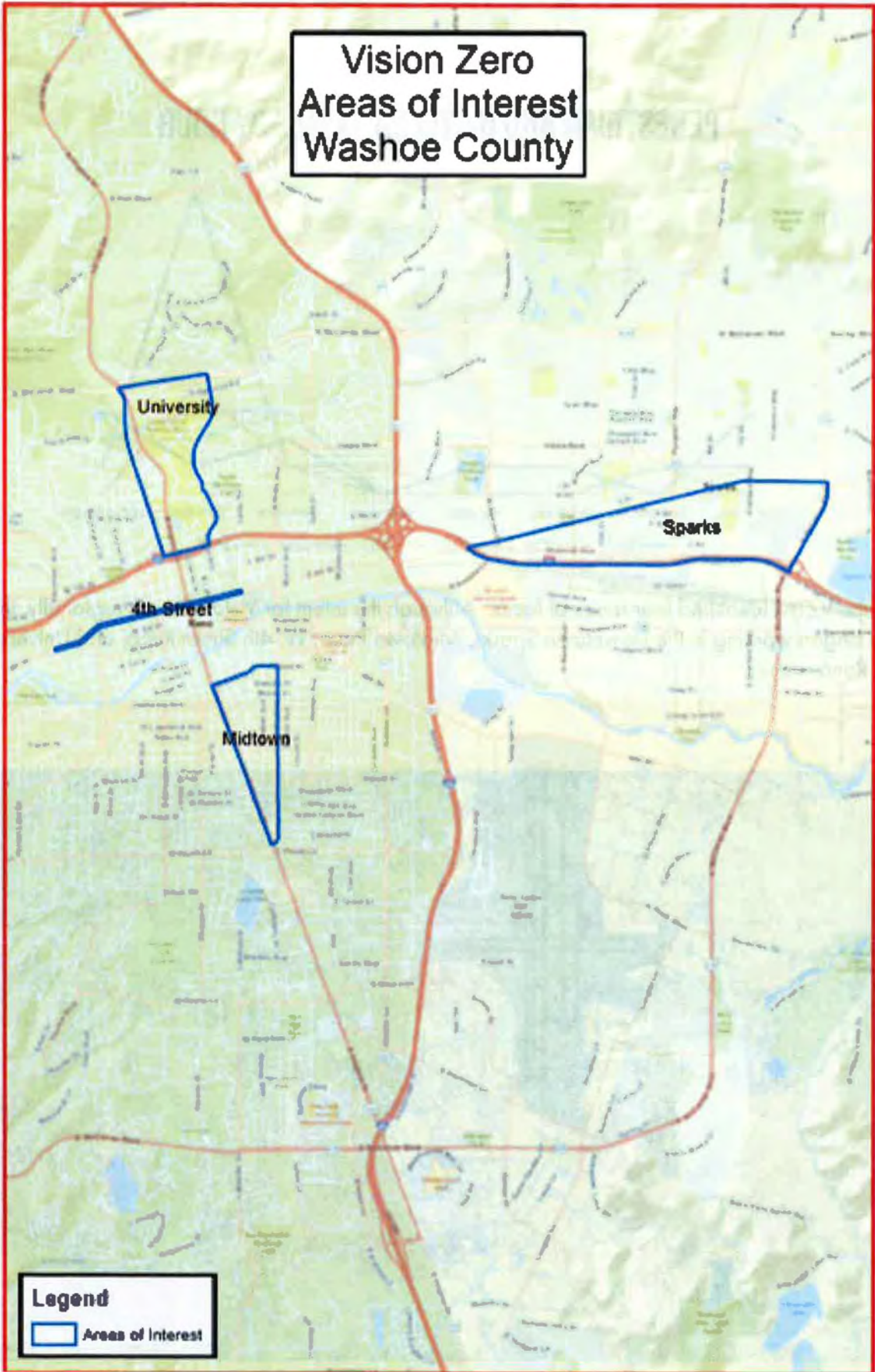
PEDESTRIAN AND BICYCLIST FATALS BY HOUR



Early on, the VZTM identified four areas of focus. Although the intent for Vision Zero is regionally, the task force began working in the Downtown Sparks, Midtown Reno, W. 4th Street Reno, and University of Nevada, Reno areas.



**Vision Zero
Areas of Interest
Washoe County**



Vision Zero Truckee Meadows strategies emphasize the need for data-driven strategies that prioritize effective solutions for stopping fatalities on roadways. Pedestrian crash data in the Truckee Meadows between 2011 – 2017 has been collected and analyzed.

THE FOLLOWING CRASH TRENDS FOR EACH FOCUS AREA HAS BEEN COLLECTED:

- Time of day and season
- Pedestrian Actions
- Driver Actions
- Serious and Fatal Injury Crash locations
- Lighting Conditions
- Pedestrian Crashes by Age Group
- Driver Impairment
- Pedestrian Impairment

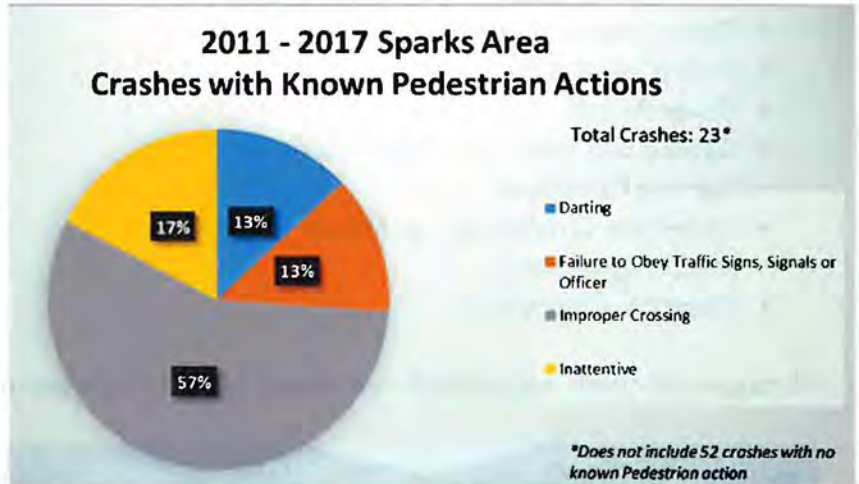
All maps and charts are available on www.visionzerotruckeemeadows.com website.



Vision Zero Task Force Meeting

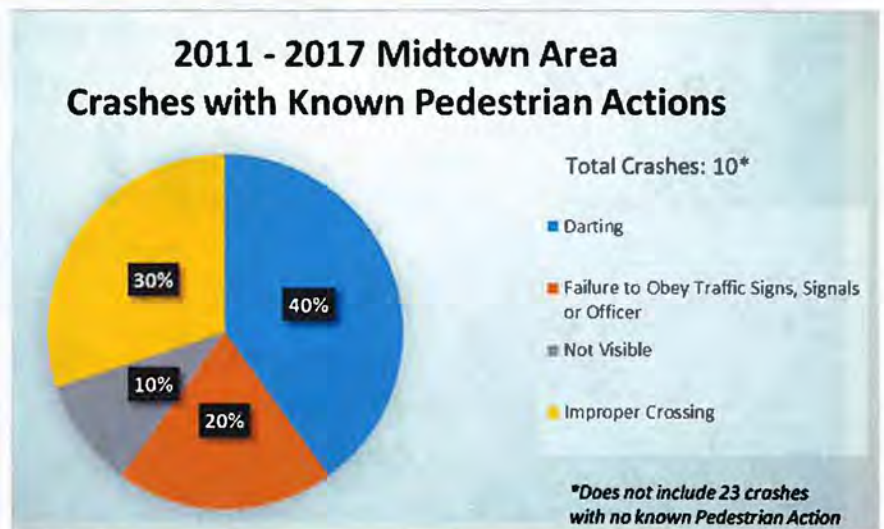
DOWNTOWN SPARKS

Sparks data revealed that winter was the highest crash season with 35% of the crashes occurring between 6-9pm and 28% of the crashes occurring between 3-5pm. There were four pedestrian fatalities that occurred at night in this focus area. Twenty-one injury crashes occurred at night and 19 crashes occurred during the day. 51% of the pedestrians involved in crashes in the Sparks focus area were 40 years of age and older while one senior 60+ was involved in a midblock crossing. Impairment appeared to be an issue with 3 of the 4 fatalities involving driver impairment while two impaired pedestrians were involved in crashes.



MIDTOWN, RENO

The crash data from Midtown in Reno revealed that 40% of the crashes occurred in the winter between 6-9pm. Intersection crashes were most common with three to one crashes occurring in intersections rather than mid-block. It is noteworthy that triple the number of crashes occurred in low-light settings in Midtown compared to the other three focus areas. The highest age group involved in pedestrian crashes (40%) in Midtown was 40-59 years of age while one crash involved a senior aged 60+.



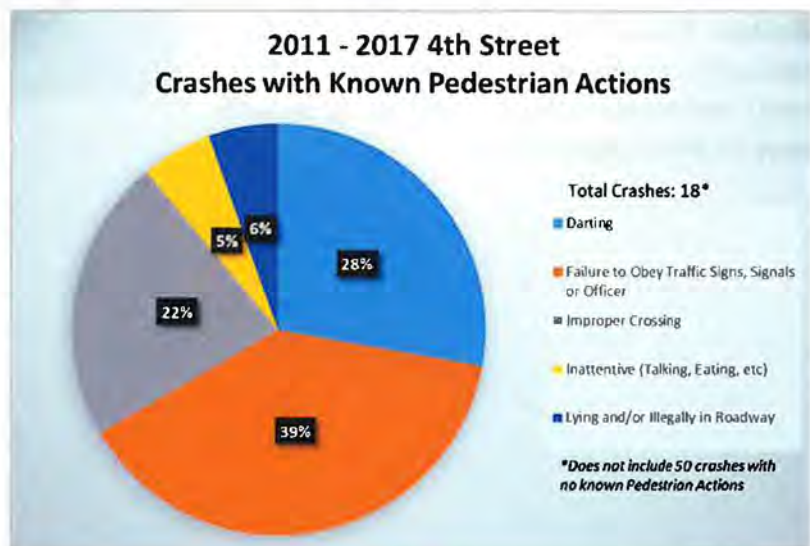
UNIVERSITY OF NEVADA, RENO

The University focus area revealed that more than 50% of the crashes occurred in the winter between 6-9pm and spring between 9am-noon. This observation tells us that crashes are occurring when it's darker and colder. The majority of the crashes in this focus area occurred at intersections while three were mid-block. The University had the highest number of fatalities with two occurring at the same location (McCarran and Evans/Socrates, one at Virginia and 8th and 1 at Virginia near 15th. This focus area also differed from the other three focus areas with regards to age of the pedestrian. 60% of the crashes occurred with pedestrians between 18-25 years of age while 20% were 40-59 years of age. The number of impaired drivers was low; however, the fatalities in this area involved impairment of both the drivers and pedestrians.



WEST 4TH STREET, RENO

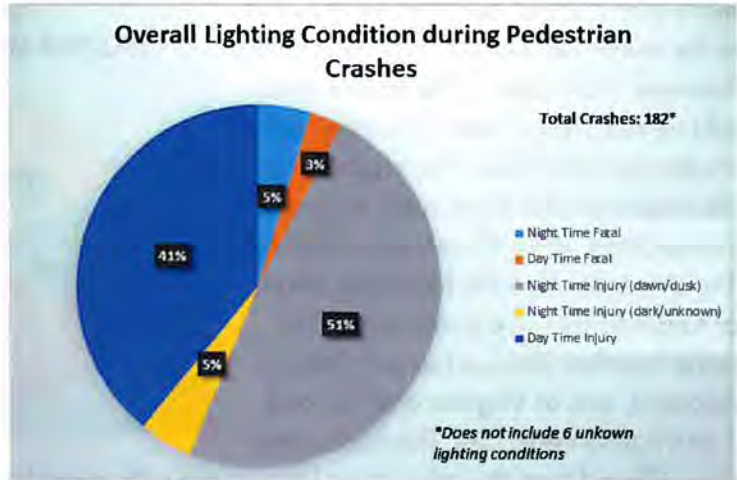
Thirty three percent (33%) of crashes occurred in the winter in the W. 4th Street focus area. Ten of the 34 crashes were due to pedestrian actions. There were 17 crashes that occurred in intersections and eight of the injury crashes occurred during the day and in intersections. The age group with the highest pedestrian crashes involved 40-59-year olds and there was one crash that involved a senior 60+. Three crashes involved driver impairment and data revealed that pedestrian impairment is also a concern within this focus area.



OVERALL FINDINGS AMONG THE FOCUS AREAS

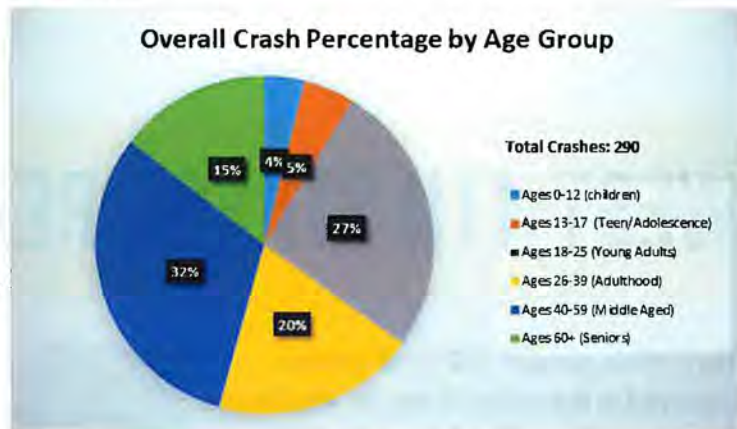
LIGHTING CONDITIONS:

Lighting conditions play a factor in pedestrian fatalities and injury crashes. Within the four focus areas between 2011-2017, 61% of the crashes including injury and fatalities occurred during low-light settings while there were 44% of the fatalities and injury crashes that occurred during the daytime.



CRASH PERCENTAGE BY AGE GROUP:

Within the four focus areas, data revealed that middle-aged pedestrians (ages 40-59) were the highest age group involved in pedestrian crashes. There were 32% of the crashes that occurred in this age group. The next highest age group involved in pedestrian crashes were young adults (ages 18-25) at 27%. Pedestrians between the ages of 26-39 (adulthood) were the third highest group with 20% of the pedestrian crashes. Seniors (60+) made up 15% of the pedestrian crashes while 5% were within the teen/adolescence (ages 13-17) group and 4% were children (ages 0-12).



CRASHES WITH KNOWN DRIVER ACTIONS:

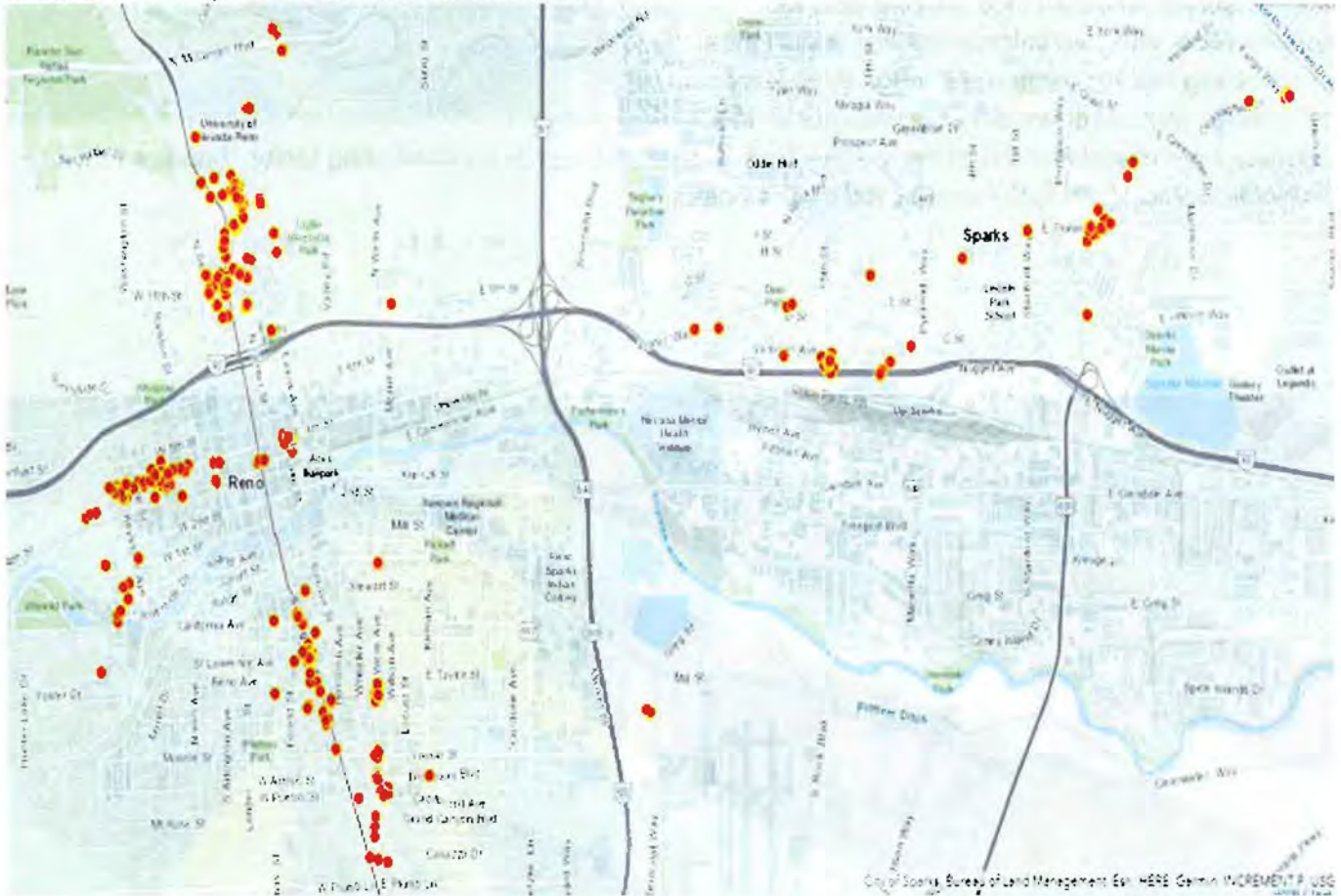
When evaluating the crash trends of the four focus areas the Vision Zero Truckee Meadows Task Force discovered that early-year data didn't identify distractions as well as it does in the later years. VZTM has made data collection one of its actions. The benefits of the Task Force is being able to communicate with law enforcement the importance of collecting this information. Although there were 57 crashes with unknown driver actions out of 154 crashes, it did reveal that 8% of the crashes had alcohol or drugs as a contributing factor. Impaired driving is another focus of the Task Force based on this data.



PEDESTRIAN SURVEY

During the week on November 26-30, 2018, the Vision Zero Task Force canvassed the four focus areas and interviewed pedestrians. During the week there were interviews with 576 pedestrians. The map below shows the points of contact where the pedestrian interactions occurred.

Locations where pedestrians were interviewed:



An online survey occurred between November 26, 2018 and January 4, 2019. The online and in-person interviews were available in English and Spanish. Online surveys submitted totaled 1,001.

There were three main sections to the survey, concerning sidewalks, concerning street crossing and roadways, and concerning drivers and safety.

Questions included:

- Purpose of travel?
- Why do you not walk more frequently?
- Condition of sidewalks?
- Width of sidewalk?
- Obstacles in sidewalk? Are crosswalks clearly marked?
- Obstructions blocking view of approaching vehicles?
- Adequate lighting?
- Use of pedestrian push button at traffic signals?
- Ample time to cross the street at intersection?
- When crossing is not available, do you walk to the nearest intersection or cross at another location?
- Are pedestrian signs appropriate?
- Posted speed limit appropriate?
- Do drivers engage in reckless driving?
- Appropriate signage to alert drivers of pedestrians?
- Are drivers attentive of pedestrians?
- Do drivers engage in reckless driving?
- Appropriate signage to alert drivers of pedestrians?
- Are drivers attentive of pedestrians?

The online surveys revealed that 47% of the participants lived outside the Vision Zero focus areas, 35% lived within the University focus area, 11% in Midtown, Reno, 4% W. 4th Street, and 3% lived in Downtown Sparks. Of the 575 one-on-one pedestrian surveys, there were 278 individuals (48%) in the University focus area, 96 or 17% in Midtown, 110 pedestrians in the W. 4th Street area (19%) and 92 or 16% interviewed in Downtown Sparks.

Surveyors inquired why pedestrians were walking. The online surveys revealed that the majority of

1,001
ONLINE SURVEYS

575
ONE-ON-ONE SURVEYS

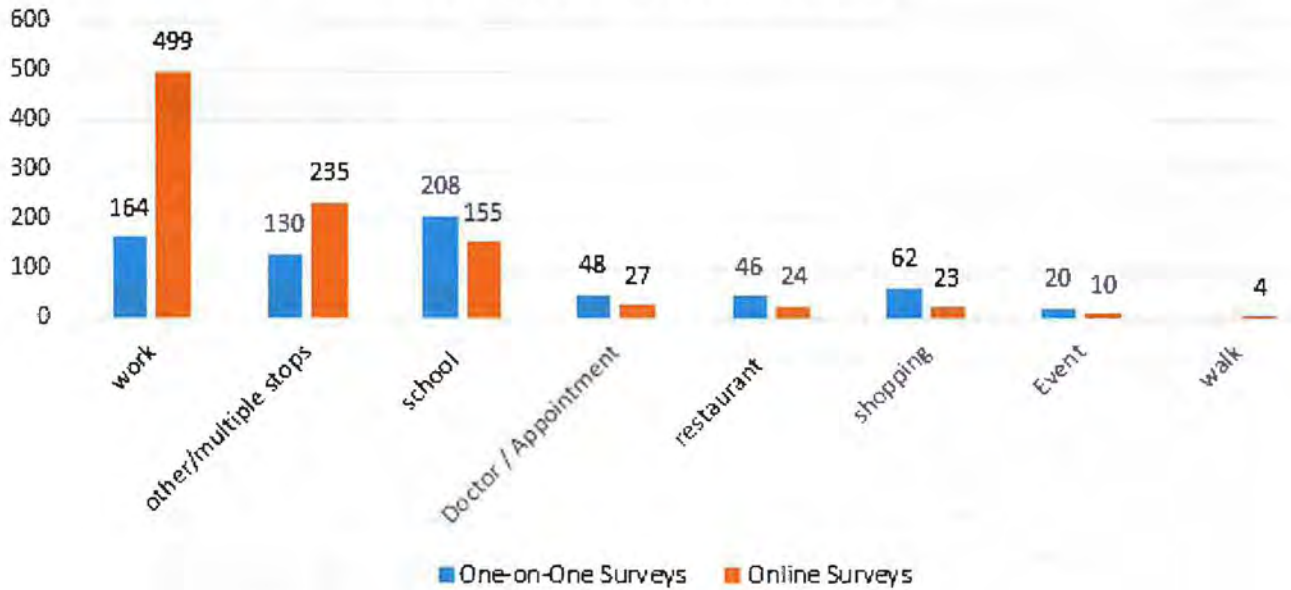
pedestrian generators were for work, multiple stops or other, and school. The one-on-one surveys similarly indicated that school was a high-pedestrian generator as well as work and other/multiple stops.

SIDEWALK CONDITIONS:

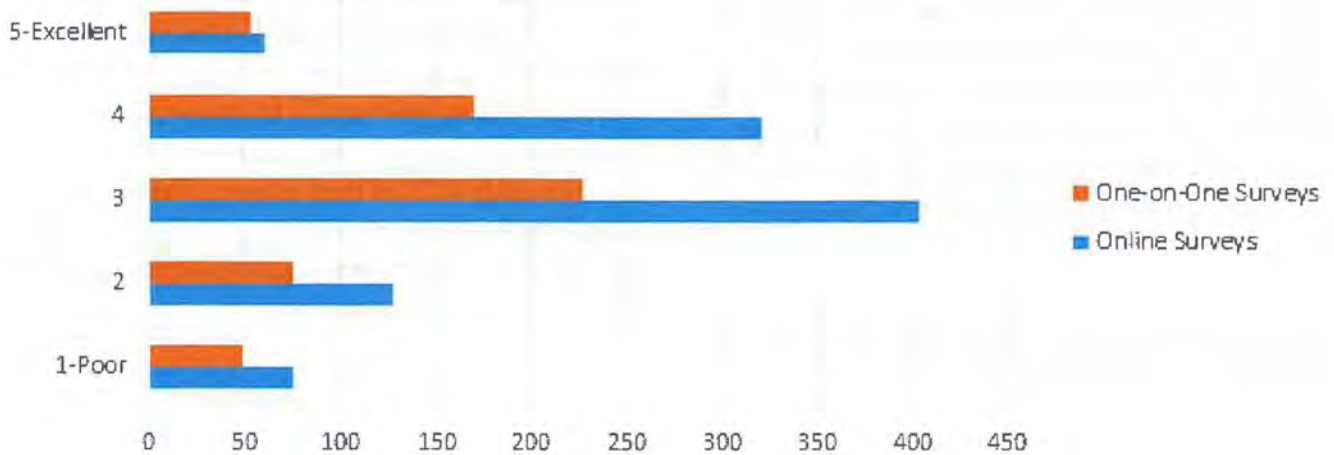
Overall, both groups surveyed felt the sidewalk conditions were ranked a 3 or 4 on a scale from 1-5 with 1 being poor and 5 being excellent. The sidewalk condition was ranked a 3 by approximately 40% of both groups. Then roughly 30% of both groups stated they ranked sidewalks at a 4 with 13% of each group surveyed ranking them a 2.

PEDESTRIAN GENERATORS:

REASON FOR PEDESTRIAN TRIP



RATING OF SIDEWALK CONDITION



UNSIGNALIZED INTERSECTIONS:

There was a contrast of data between the online survey and one-on-one surveys regarding crossing the street when there isn't a traffic signal. The online surveys revealed that 53% will consider crossing the street without a signal depending on the location they are crossing. While only 21% of in-person pedestrians interviewed stated they would cross when a signal isn't provided depending on the location. This group also stated that 40% of them would cross whenever they are able, whereas only

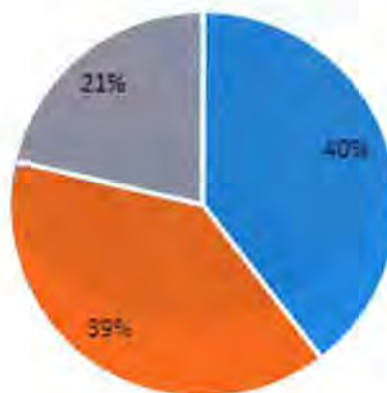
17% of online responses indicated they would cross whenever they are able. Lastly, 39% of pedestrians interviewed in-person replied that they would walk to the nearest intersection and only 28% of the online pedestrian surveyed stated they would walk to the nearest intersection. This contrast in responses may be an area the Vision Zero Truckee Meadows may want to evaluate and focus on educational opportunities with engineers, planners, and pedestrians alike.

CROSSING AT AN INTERSECTION WITHOUT A TRAFFIC SIGNAL ONLINE SURVEY



■ Cross Whenever I am Able ■ Walk to Nearest Intersection ■ Depends on Location

CROSSING AT AN INTERSECTION WITHOUT A TRAFFIC SIGNAL ONE-ON-ONE



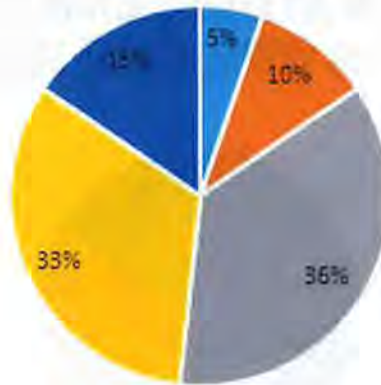
■ Cross whenever I am able ■ Walk to nearest intersection ■ Depends on location

COMFORT LEVEL CROSSING THE STREET:

The University, which is composed of a younger demographic than the other three focus areas, revealed that 84% of the individuals interviewed in-person had a comfort level between a 3-5, compared to Midtown with 76%, Sparks with 74% and West 4th Street with 72% in this range. Utilizing this data for outreach and education efforts will

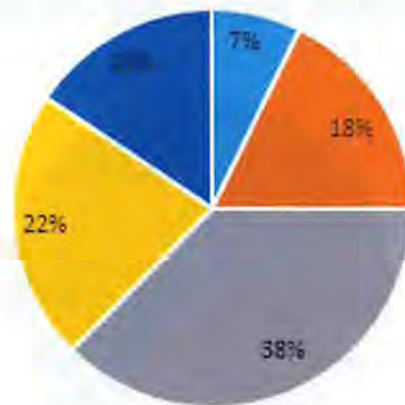
be used for the Vision Zero Task Force because the pedestrians in the University focus area shows that approximately 10% of pedestrians feel more comfortable crossing the street than the other three focus areas. See charts below that has only the one-on-one surveyed results for each focus area.

COMFORT LEVEL CROSSING THE STREET UNIVERSITY FOCUS AREA (ONE-ON-ONE SURVEYS)



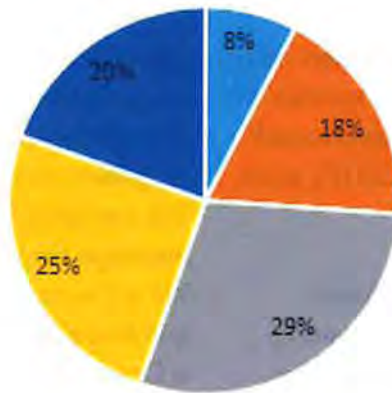
■ 1 -Not at All ■ 2 ■ 3 ■ 4 ■ 5 - Very

COMFORT LEVEL CROSSING THE STREET MIDTOWN FOCUS AREA (ONE-ON-ONE SURVEYS)



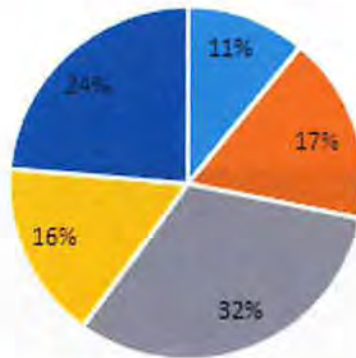
■ 1 -Not at All ■ 2 ■ 3 ■ 4 ■ 5 - Very

COMFORT LEVEL CROSSING THE STREET SPARKS FOCUS AREA (ONE-ON-ONE SURVEYS)



■ 1 -Not at All ■ 2 ■ 3 ■ 4 ■ 5 - Very

COMFORT LEVEL CROSSING THE STREET W. 4TH STREET FOCUS AREA (ONE-ON-ONE SURVEYS)



■ 1 -Not at All ■ 2 ■ 3 ■ 4 ■ 5 - Very

VISION ZERO TRUCKEE MEADOWS – PEDESTRIAN SAFETY CAMPAIGN

Pedestrian safety is a top priority for the Vision Zero Truckee Meadows Task Force. While the number of pedestrian fatalities in Washoe County decreased from 15 to 12 year-over-year (2016 to 2017), each one of these fatalities was preventable.

The Vision Zero Truckee Meadows Task Force launched its pedestrian safety campaign in early January 2019 – mid-March 2019. The campaign aimed to engage the local community and partners with meaningful outreach and messaging and activate everyone to take ownership and participate in saving lives on our roadways.

As pedestrian safety affects everyone, it is also everyone’s responsibility – both drivers and pedestrians. Therefore, the campaign spoke to both audiences. The message used in the campaign was, “Drivers. Pedestrians. Watch out for each

other. Don’t Kill a Dream.” Don’t Kill a Dream was developed in Northern and Southern Nevada through the Nevada Office of Traffic Safety to heighten awareness of the issue of impaired driving. This campaign was expanded and utilized the same message for Vision Zero Truckee Meadows. Don’t Kill a Dream was developed to be memorable, emotional and engaging. The premise of Don’t Kill a Dream is that each time someone dies; his or her dream dies too.

The continuation of this movement was aimed to bring a personal connection to the issue of pedestrian fatalities, by championing the idea that everyone is responsible for their own behavior in saving lives. The goal is to go beyond a traditional awareness campaign and encourage conversation, participation and accountability.



VISION ZERO TRUCKEE MEADOWS ACTION PLAN

There are three main components to the action plan, 1) Programmatic; 2) Street Design/Infrastructure Improvement; and 3) Community Engagement/Outreach. The task force established the Plan by creating equitable, data-driven, and transparent actions and decisions to improve safety throughout our community. By working together to make roads and sidewalks safer for pedestrians, we make our roads safer for everyone.

ACTION 1: VISION ZERO TRUCKEE MEADOWS PROGRAM	LEAD AGENCY	OTHER
Action 1a: Build the Vision Zero Task Force Truckee Meadows membership through public/private partnerships with the community and continue to meet every other month. Task Force membership will include government agencies, emergency responders, hospitals and trauma center, planners, engineers, media partners, members of the business community, Chamber of Commerce and public.	Regional Transportation Commission	All Task Force Members
Action 2a: Convene regular steering committee meetings of executive-level representatives to coordinate the Vision Zero Truckee Meadows efforts.	Regional Transportation Commission	All Task Force Members
Action 3a: Adopt the goal of reaching zero fatalities by the year 2030. Based on the current trends, if we do nothing, we will have 87 more pedestrians die on Washoe County roads in the next 10 years.	Regional Transportation Commission	City of Reno, City of Sparks, Washoe County
Action 4a: Launch and maintain a website for Vision Zero Truckee Meadows and include information on focus areas and crash data maps, near miss map, outreach materials, planned projects and links to the Complete Streets Master Plan, Regional Transportation Plan, and RTC Bicycle and Pedestrian Master Plan, and safety material.	Regional Transportation Commission	All Task Force Members
Action 5a: Collaborate with the Nevada Strategic Highway Safety Plan to implement goals and objectives of their Plan.	Nevada Department of Transportation	All Task Force Members

ACTION 2

STREET DESIGN/INFRASTRUCTURE IMPROVEMENTS

LEAD AGENCY

OTHER

Action 2a:	Integrate traffic calming and complete street measures into roadways to lower 85th percentile speeds. Work with local, state, and federal partners to update regulatory authority for setting speed limits.	City of Reno	City of Sparks, Federal Highway Administration (best practices) Regional Transportation Commission, Nevada Department of Transportation
Action 2b:	Review jurisdiction codes to mandate sidewalk on both sides of the street to be implemented with new developments.	Regional Transportation Commission	City of Reno, City of Sparks, Nevada Department of Transportation, Washoe County
Action 2c:	Develop a regional lighting standard and enhance street lighting to improve visibility throughout the Truckee Meadows.	Regional Transportation Commission	City of Reno, City of Sparks, Nevada Department of Transportation, Washoe County
Action 2d:	Establish collaborative process to ensure that Vision Zero countermeasure options and multimodal transportation options are evaluated and implemented where feasible on projects.	Nevada Department of Transportation	City of Reno, City of Sparks, Regional Transportation Commission, Washoe County
Action 2e:	Work with local partners to require new development projects to build connectivity of sidewalks and bicycle network through the implementation of sidewalks, bike infrastructure, and roadway improvements identified in local master plans, RTC Bicycle and Pedestrian Master Plan, RTC Complete Streets Master Plan and the Regional Transportation Plan. Include evaluation and implementation of new crosswalks near transit, park and ride lots, and RTC ACCESS turn-around and parking as well as required school zones for new schools including charter schools.	City of Reno, City of Sparks, Washoe County	Regional Transportation Commission, Washoe County School District
Action 2f:	Update regional signal timing to improve safety for all modes.	Regional Transportation Commission	City of Reno, City of Sparks, Nevada Department of Transportation, Washoe County
Action 2g:	Add reflective yellow backplates on signal head for higher visibility in low-light settings.	Nevada Department of Transportation	All Task Force Members

ACTION 2

STREET DESIGN/INFRASTRUCTURE IMPROVEMENTS

LEAD AGENCY

OTHER

Action 2h:	Utilize RTC's Bicycle, Pedestrian and Wheelchair count data for trends and increase the number of vulnerable road users through implementation of Vision Zero Truckee Meadows action items and outreach.	Regional Transportation Commission	All Task Force Members
Action 2i:	RTC and local jurisdictions will work together to implement ADA and sidewalk improvements through the 3-year RTC Bus Stop Improvement and Connectivity Program.	Regional Transportation Commission	City of Reno, City of Sparks, Nevada Department of Transportation, Washoe County

ACTION 3 COMMUNITY ENGAGEMENT/OUTREACH

LEAD AGENCY

OTHER

Action 3a:	Vision Zero Task Force of the Truckee Meadows will recommend, pursue and establish Pedestrian Safety Zones.	Nevada Department of Transportation	All Task Force Members
Action 3b:	Partner with the City of Reno's Anti-Speeding Campaign to encourage drivers to slow down in neighborhoods, and educate residents on how to submit traffic-calming petitions in applicable neighborhoods.	City of Reno	All Task Force Members
Action 3c:	Partner with the Office of Traffic Safety's "Don't Kill A Dream" campaign to eliminate pedestrian fatalities in the Truckee Meadows by 2030. Use media partners to engage the public through TV, print, billboards, and social media and aim to increase safety for pedestrians.	Regional Transportation Commission	All Task Force Members
Action 3d:	Develop a workshop and outreach materials for media professionals and first responders on how to best communicate about traffic crashes and roadway safety	University of Nevada, Las Vegas	All Task Force Members
Action 3e:	Increase the use of speed feedback signs and other Intelligent Transportation System (ITS) devices to discourage speeding. Seek funding for a regional grant through the TA Set-Aside program to fund speed feedback signs for the jurisdictions and Safe Routes to School programs	City of Reno, City of Sparks, Washoe County, Washoe County School District	Regional Transportation Commission, Washoe County School District

ACTION 3 COMMUNITY ENGAGEMENT/OUTREACH	LEAD AGENCY	OTHER
<p>Action 3g: Engage and partner with the Safe Routes to School Program and Charter Schools to support parents, students, and school staff to educate students about walking and Develop a workshop to engage the community and businesses about pedestrian safety and the goal to reach zero pedestrian fatalities by 2030.</p>	<p>Regional Transportation Commission, University of Nevada, Las Vegas</p>	<p>All Task Force Members</p>
<p>Action 3h: Partner with local stakeholders such as law enforcement, Downtown Ambassadors, Community Assistant Center, HOPES Clinic, Eddy House, Catholic Community Services, Washoe County Senior Center, University of Nevada, Reno, Volunteers of America, and Veteran’s Affairs provide outreach efforts about pedestrian safety with vulnerable populations such as homeless, seniors, and low-income communities and geographic equity and disadvantaged communities</p>	<p>Regional Transportation Commission</p>	<p>All Task Force Members</p>

VISION TRUCKEE MEADOWS **MS**
ZERO

visionzerotruckeemeadows.com



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO


Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Reno Consolidated 19-01	July 9, 2019
ITS Phase 2B	July 31, 2019

<u>Request for Proposals (RFP)</u>	
Project	Due Date
HVAC Preventative Maintenance Services	July 2, 2019

REPORT ON BID AWARDS

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

Project	Contractor	Award Date	Contract Amount
TE Spot 8 – Package 2	Titan Electric	6/5/19	\$1,071,232
Sparks Consolidated 19-01	Spanish Springs Construction	6/12/19	\$2,770,444
Reno Consolidated 19-03	Sierra NV Construction	6/28/19	\$2,496,007
Reno Consolidated 19-02	Q&D Construction	7/9/19	\$3,182,000

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

None



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: Asset Donations – Quarterly Update

RECOMMENDATION

Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2019.

SUMMARY

The Board has requested that it be notified quarterly of any asset donations. The attached document outlines last quarters’ donations made to charity or other government agencies. Staff feels that the donation process is appropriate and that there is a benefit to the community. This quarter’s donations were made to Reno Host Lions Club and Computer Corp.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away preloaded with Linux to underprivileged children in Northern Nevada.

Computer Corp is a non-profit organization dedicated to providing access to computer technology and skills training for under-served families, while eliminating electronic waste from our nation’s landfills. Computer Corp accepts donations of used computer equipment and accessories for training and to refurbish making them available to low-income families, challenged individuals, displaced workers, seniors, and military families at little or no cost.

FISCAL IMPACT

There is no cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

The Commission amended RTC Management Policy P-58 in October 2018 to allow for donation of unusable or obsolete assets. The Commission directed staff to present a quarterly list of all donations.

ADDITIONAL BACKGROUND

The RTC has historically disposed of assets that have met their useful life and no longer have value through public auction. In previous auctions, RTC provided substantial amounts of items and received almost no value back. Not only did RTC not receive any value, but the community also lost the opportunity to use the items, as the items that were not purchased were destroyed. In addition, RTC incurred significant staff time costs and encountered storage limitations in utilizing the auction process.

Attachment



REGIONAL TRANSPORTATION COMMISSION

Public Transportation • Streets and Highways • Planning

July 19, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Brian Stewart
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Award of Professional Services Agreement (PSA) for the Greg Street Rehab Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Wood Rodgers, Inc. to provide design services and optional engineering during construction for the Greg Street Rehab Project in an amount not to exceed \$405,308; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Wood Rodgers, Inc. is for professional design services for the Greg Street Rehab Project in the amount of \$207,100, and optional engineering during construction services (EDC) in the amount of \$198,208. The Project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad tracks.

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

FISCAL IMPACT

2020 Roadway Reconstruction Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

June 20, 2019	Approved the Qualified Consultant List for Engineering Design and Construction Management Services
January 18, 2019	Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
WOOD RODGERS, INC.
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of August 1, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Wood Rodgers, Inc. having offices at 1361 Corporate Boulevard, Reno, Nevada 89502 ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC delivers various rehabilitation/reconstruction projects as part of its Annual Pavement Preservation Program; and

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct Greg Street from McCarran Boulevard to the Rail Road tracks ("Project"); and

WHEREAS, Project will include mill and fill, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, preparation of easement documentation, signal modifications and other incidentals necessary for the rehabilitation of the street within the Project limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the 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 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and engineering during construction services for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC's Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.

- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.
- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project when agreed to in writing by RTC and CONSULTANT.

2.5. 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.

All 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.

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and

must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 2.1.A. to 2.1.D.)	\$197,100
Contingency – Design Services (Task 2.1.D.4)	\$20,000
Total OPTIONAL Construction Services (Tasks 2.1.E. to 2.1.I)	\$178,208
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$10,000</u>
Total (Including Optional Services)	\$405,308

- 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 information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

- 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, electronic files, 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 execution of the Project that will be used in the Project and services rendered under this 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 Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the

mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Vice President has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Vice President has authority to sign binding documents on behalf of CONSULTANT.

ARTICLE 13 - NOTICE

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

RTC:	Brian Stewart, P.E. Director of Engineering Regional Transportation Commission 1105 Terminal Way Post Office Box 30002 Reno, Nevada 89520 (775) 335-1880
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CONSULTANT: Mark Casey, P.E.
Vice President
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, Nevada 89502
775-823-9443

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____

Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Lee G. Gibson, AICP, Executive Director

Wood Rodgers, Inc.

By: _____

Mark Casey, P. E., Vice President

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **GREG STREET REHAB PROJECT – McCARRAN BOULEVARD TO UPRR** **TRACKS PROJECT**

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, patching, potholes, rutting, transverse cracking and raveling.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for ADA path from existing bus stop locations to McCarran Boulevard.
2. Traffic Data. Traffic data is not anticipated to be needed for this project and is not included with this scope of services.
3. Topographic Survey. CONSULTANT will provide a topographic survey for the project site. Ground control and photo identification points will be established and measure. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, to identify any utility facilities located within the project limits and to provide design level topo on hardscape tie areas. Invert

elevations on manholes will be measured and provided on the map. Project accuracy will conform to generally accepted photogrammetric standards established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

4. Right-of-Way Mapping Services

- a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans.
- b. CONSULTANT will perform a field boundary survey in accordance with Nevada Revised Statutes for Washoe County APN#'s 034-330-12, 034-143-05, 034-143-04, 034-460-11, 034-132-11 and 034-132-09. CONSULTANT will prepare Metes and Bounds descriptions of each parcel. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel. All RTC comments shall be addressed prior to recordation.

Deliverables – Record right-of-way and boundary survey for subject parcels in CAD format

- c. It is estimated approximately six (6) parcels will require Permission to Construct, temporary easements and/or permanent easements to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Property Rights.

Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance is not included within this task.

Deliverables – property boundary for six (6) parcels along with exhibit maps, legal descriptions, and title report for permanent easements or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Six (6) permission to construct exhibits to also be provided.

5. Core Location Selection. Information from the condition survey will be reviewed and locations for pavement coring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated

that approximately five (5) pavement core locations will be required. The primary objective of the coring program will be to establish pavement layer thickness with supplemental base information as can possibly be obtained to support mill and fill thickness determination. No further testing is anticipated for these cores. The results of the coring program will be summarized in a written report.

6. Develop Feasible Rehabilitation Alternatives. Based upon the results of the coring investigation, cost analysis as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation. Among the alternatives that will be considered are:

- Mill and fill
- Mill and Fill with limited patching

7. Utility Investigation/Depiction

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.B, Preliminary Design.
- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan

and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

12. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1.B. Preliminary Design

1. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
2. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized. It is also assumed as many as five (5) one-on-one meetings with local businesses/property owners will be required.
3. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of existing traffic signal system at Greg Street/Spice Island Drive intersection to retrofit updated pedestrian push buttons. No other signal work is anticipated, other than loop replacements as necessary. Work will include:
 - ADA accessible design for pedestrian buttons
4. Drainage Design. Drainage design will be limited to replacement of inlets within project limits. No further drainage updates or analysis is anticipated.

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 approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Specific Grading, and Pedestrian Ramp Detail Sheets (at 1"=10' scale)
- Traffic Signal Modification Sheets (at 1"=10' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

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

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

- 50% & 90% Plans – One 22"x34" set each to RTC and Local Entity, two 11"x17" sets to RTC, six 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.

- 90% Specifications – One set each to RTC and Local Entity.
 - 100% Plans – One 11"x17" each to RTC and Local Entity.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and Local Entity.
 - Final Working Specification Document – One set each to RTC and Local Entity, 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.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.D. Bidding Services

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

4. Design Contingency. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.D. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

2.1.E - I 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.

2.1.E. Contract Administration (Optional)

1. Provide contract administration services as follows:

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

2.1.F. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.

- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 40 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 40 hours of field inspection and sampling and 40 hours of Nuclear Gauge time are anticipated.

2.1.H. 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 AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 40 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. 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. 180 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.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.I. Record Information (Optional)

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

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

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.J Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.E. to 2.1.I. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

EXHIBIT A**PRELIMINARY PROJECT SCHEDULE****Greg Street Rehabilitation, McCarran Boulevard to RR Tracks**

Milestone	Begin	End	Duration
RTC Board Approval	7/18/2019		
NTP	7/29/2019		
Preliminary Design	7/29/2019	9/20/2019	8 weeks
RTC/City Review	9/23/2019	10/18/2019	4 weeks
Right of Way Mapping	10/21/2019	11/8/2019	3 weeks
Final Design	10/21/2019	11/27/2019	6 weeks
RTC/City Review	12/4/2019	12/24/2019	3 weeks
Right of Way Negotiations	11/11/2019	2/25/2020	15 weeks
Final Plans to RTC	2/26/2020	3/13/2020	2 weeks
Advertise	4/22/2020	5/20/2020	4 weeks
Pre-Bid Meeting	5/6/2020		
Bid Opening	5/20/2020		
Construction NTP	6/8/2020		
Construction Completion	6/8/2020	8/3/2020	8 weeks

EXHIBIT A - PROJECT TEAM

**Greg Street Rehab Project
McCarran Boulevard to RR Tracks**

Sparks, Nevada

Project Role	Name	Current Billing Title
Principal in Charge	Mark Casey	Principal II
Design and Construction Manager	Mike Davidson	Associate I
Optional Design and Construction Manager	Brian Martinezmoles	Associate II
Survey Manager	Kevin Almeter	Associate II
Geotechnical Manager	Justin McDougal	Engineer III
Lead Inspector	Harold Stone	Construction Project Manager
Optional Lead Inspector	Brand Duc	Construction Project Manager
Optional Lead Inspector	Ed Brown	Construction Project Manager

Note that billing titles may change during the course of the project due to individual raises. All billing will be in accordance with the billing rates provided.

Direct Expenses will be billed at vendor invoice. Outside consultants will be billed at cost plus 5%.

Exhibit B

Cost and Fees

SAMPLE

**EXHIBIT B
COST AND FEES**

Task #	Task	Item No.	Task Description	Staff																				Totals						
				Project Manager/Principal Engineer		Associate Engineer		Engineer I		Drafting		Survey Crew		Technician		Clerical		Other Direct		Subcontract		# of Hours	Cost							
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost			Hourly Rate	# of Hours	Cost				
1	Project Management	1	Project Management	\$ 220.00	40	\$ 8,800.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	\$ -	40	\$ 8,800.00
Sub-Total																														
2.1A	Existing Conditions	1	Condition Survey	\$ 220.00	1	\$ 220.00	\$ 180.00	12	\$ 2,160.00	\$ 120.00	18	\$ 2,160.00	\$ 120.00	10	\$ 1,200.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	38	\$ 3,800.00	
		2	Topographic Survey	\$ 220.00	1	\$ 220.00	\$ 180.00	20	\$ 3,600.00	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	20	\$ 2,400.00	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	40	\$ 4,000.00	
		3	Right of Way Mapping	\$ 220.00	4	\$ 880.00	\$ 180.00	24	\$ 4,320.00	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	24	\$ 2,400.00	
		4	Canal and Pavement Design	\$ 220.00	4	\$ 880.00	\$ 180.00	40	\$ 7,200.00	\$ 120.00	18	\$ 2,160.00	\$ 120.00	6	\$ 720.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	66	\$ 6,600.00	
		5	Utility Investigations	\$ 220.00	1	\$ 220.00	\$ 180.00	12	\$ 2,160.00	\$ 120.00	24	\$ 2,880.00	\$ 120.00	36	\$ 4,320.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
Sub-Total																														
2.1B	Preliminary Design	1	Neighborhood Design (50%)	\$ 220.00	4	\$ 880.00	\$ 180.00	39	\$ 6,930.00	\$ 120.00	129	\$ 15,480.00	\$ 120.00	100	\$ 12,000.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	232	\$ 23,200.00	
		2	Public Information Meeting	\$ 220.00	2	\$ 440.00	\$ 180.00	18	\$ 3,240.00	\$ 120.00	8	\$ 960.00	\$ 120.00	18	\$ 2,160.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	24	\$ 1,920.00	\$ -	0	\$ -	64	\$ 6,400.00	
		3	Traffic Signal Modification	\$ 220.00	2	\$ 440.00	\$ 180.00	2	\$ 360.00	\$ 120.00	4	\$ 480.00	\$ 120.00	4	\$ 480.00	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	10	\$ 1,000.00	
Sub-Total																														
2.1C	Final Design	1	Final Plans and Specifications	\$ 220.00	10	\$ 2,200.00	\$ 180.00	110	\$ 19,800.00	\$ 120.00	145	\$ 17,400.00	\$ 120.00	195	\$ 23,400.00	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	428	\$ 42,800.00	
		2	Final Engineer's Opinion of Probable Costs	\$ 220.00	1	\$ 220.00	\$ 180.00	2	\$ 360.00	\$ 120.00	16	\$ 1,920.00	\$ 120.00	0	\$ -	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	19	\$ 2,400.00	
Sub-Total																														
2.1D	Bidding Services	1	Pipe Set and Specification Distribution	\$ 220.00	1	\$ 220.00	\$ 180.00	8	\$ 1,440.00	\$ 120.00	8	\$ 960.00	\$ 120.00	8	\$ 960.00	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	16	\$ 2,400.00	
		2	Pre-Bid Meeting	\$ 220.00	4	\$ 880.00	\$ 180.00	8	\$ 1,440.00	\$ 120.00	8	\$ 960.00	\$ 120.00	8	\$ 960.00	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	2	\$ 160.00	\$ -	0	\$ -	14	\$ 2,400.00	
		3	Bid Opening	\$ 220.00	1	\$ 220.00	\$ 180.00	4	\$ 720.00	\$ 120.00	4	\$ 480.00	\$ 120.00	0	\$ -	\$ 140.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	2	\$ 160.00	\$ -	0	\$ -	6	\$ 840.00	
Sub-Total																														
2.1E	Design Contingency (Optional)																													
2.1E-H	Construction Services (Optional)	2.1E	Provide Contract Administration	\$ 220.00	32	\$ 7,040.00	\$ 180.00	185	\$ 33,300.00	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	40	\$ 3,200.00	\$ -	\$ -	84	\$ 18,400.00		
		2.1F	Provide Construction Scheduling	\$ 220.00	1	\$ 220.00	\$ 180.00	16	\$ 2,880.00	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	16	\$ 2,400.00	
		2.1G	Provide Inspection	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	1	\$ 220.00	
		2.1H1	Materials Testing	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	180	\$ 19,800.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	180	\$ 18,000.00	
		2.1H2	Provide AC Plant Inspection and Testing	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	60	\$ 6,600.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
		2.1H4	On-Site Nuclear Dose Testing	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	60	\$ 6,600.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
		2.1H5	Blowcount/Penetration Testing	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	60	\$ 6,600.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
		2.1H6	Blowcount/Penetration Core and Lab Testing	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	60	\$ 6,600.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
		2.1H7	Top LR Joint Program	\$ 220.00	1	\$ 220.00	\$ 180.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 110.00	60	\$ 6,600.00	\$ 80.00	0	\$ -	\$ -	0	\$ -	60	\$ 6,000.00	
		Sub-Total																												
2.1I	Record Information (Optional)	2.1I	Provide Record Drawings	\$ 220.00	1	\$ 220.00	\$ 180.00	8	\$ 1,440.00	\$ 120.00	16	\$ 1,920.00	\$ 120.00	0	\$ -	\$ 180.00	0	\$ -	\$ 110.00	0	\$ -	\$ 80.00	0	\$ -	\$ -	0	\$ -	16	\$ 2,400.00	
		Sub-Total																												
2.1J	Construction Contingency (Optional)																													
GRAND TOTALS																														
<p style="text-align: right;">Total Design Services \$ 187,100.00 Total Construction Services \$ 177,738.00</p>																														

EXHIBIT B - RATES



WOOD RODGERS
Effective January 1, 2019

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$210
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$190
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$140
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$130
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$130
CAD Technician II	\$120
CAD Technician I	\$110
Project Coordinator	\$100
Administrative Assistant	\$80
Construction Project Manager	\$150
Inspector III	\$110
Inspector II	\$100
Inspector I	\$90
Field/Lab Technician IV	\$150
Field/Lab Technician III	\$105
Field/Lab Technician II	\$95
Field/Lab Technician I	\$85
1 Person Survey Crew	\$150
2 Person Survey Crew	\$190
3 Person Survey Crew	\$250
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.



WOOD RODGERS

TEST SUMMARY	UNIT PRICE	TEST SUMMARY	UNIT PRICE
INDEX TESTS		CONCRETE & MASONRY TESTING	
Visual Classification (ASTM D 2488)		Compression Strength Test Cylinders	
a) Standard	15.00	a) Concrete (ASTM C 39)	22.00
b) Shelby Tube	15.00	b) Mortar (UBC 24-22)	22.00
Moisture Content (ASTM D 2216)	20.00	c) Grout (UBC 24-28)	22.00
Moisture Content & Dry Density (ASTM D 2937)	35.00	d) Hold Cylinders, not tested	20.00
Atterberg Limits (ASTM D 4318)		e) Beam Flexural Strength (ASTM C 78)	85.00
a) Plastic Index	90.00	Lightweight/Insulating Concrete	
b) Non-plastic	65.00	a) Compression (ASTM C 495)	25.00
Particle Size Analysis (D 6913)	85.00	b) Unit Weight (ASTM C 567)	40.00
a) Comb. Bulk Sieve Analysis (ASTM D 6913)	125.00	Concrete Masonry Unit (CMU)	
Specific Gravity and Absorption		a) Compression (ASTM C 140)	50.00
a) Soils (ASTM D 854)	85.00	b) Absorption, Moisture Content & Unit Weight (ASTM C 140)	85.00
b) Coarse Aggregates (ASTM C 127)	85.00	CMU Prism Compression (UBC 24-26)	150.00
c) Fine Aggregates (ASTM C 128)	85.00	Grout Shotcrete	<u>150.00</u>
Organic Content (ASTM D 2974)	100.00	Concrete Shrinkage (ASTM C 157 / SEAOC)	<u>300.00</u>
MOISTURE-DENSITY RELATIONS		Youngs Modulus (ASTM C 469)	150.00
Laboratory Compaction Curve (ASTM D 1557 / D 698)		Rapid Chloride Permeability (ASTM C 1202)	500.00
a) Method A or B (4 – inch mold)	160.00	Concrete Air / Oven Dry Unit Weight (ASTM C 567)	150.00
b) Method C (6 – inch mold)	170.00	Alkali Silica Reactivity (ASTM C 1567, C 1260)	1,200.00
Modified or Standard Check Point (4 or 6 – inch mold)	85.00	SOIL STRENGTH TESTS	
Oversize Particles Rock Correction (ASTM D 4718)	65.00	Unconfined Compression (ASTM D 2166)	<u>90.00</u>
Harvard Miniature (Nevada T 101)	160.00	Direct Shear	Quote
California Impact (CAL 216)	190.00	Triaxial Shear, per point (max. 3" dia.)	Quote
Resistance Value & Expansion Pressure (ASTM D 2844)	255.00	Consolidation (ASTM D 2435)	320.00
R-Value Including Soil Amendment (ASTM D 2844)	255.00	Swell-Consolidation (ASTM 4546)	
California Bearing Ratio, three points (ASTM D 1883)	550.00	a) Methods A & B	225.00
CBR Including Soil Amendment (ASTM D 1883)	Quote	b) Method C	380.00
AGGREGATE TESTS		Free Swell	90.00
Percent Passing No. 200 Sieve (ASTM C 117)	60.00	UBC, Expansion Index (ASTM D 4829)	150.00
Sieve Analysis (ASTM C 136)	85.00	HYDRAULIC CONDUCTIVITY	
Sand Equivalent (ASTM D 2419)	85.00	Fixed-wall Permeability (ASTM D 2435)	Quote
Durability Index (ASTM D 3744)	130.00	Flexible-wall Permeability (ASTM D 5084)	Quote
Cleanness Value (CAL 227 & 120)	120.00	ASPHALT CONCRETE TESTS	
Organic Impurities in Sand (ASTM D 40)	60.00	Moisture Content (ASTM D 1461)	20.00
Clay Lumps, per sieve fraction (ASTM C 142)	80.00	Asphalt Content, Ignition Method (ASTM D 6307)	105.00
Crushed Particles/Fractured Faces (ASTM D 5821)	85.00	Sieve Analysis/Gradation (ASTM D 5444)	90.00
Sodium Soundness, per sieve fraction (ASTM C 88)	85.00	Theoretical Maximum Specific Gravity (ASTM D 2041)	85.00
Dry Rodded Unit Weight (ASTM C 29)	60.00	Marshall Stability & Flow, 3 specimens (ASTM D 6929)	210.00
L.A. Abrasion, minus 1-1/2 inch (ASTM C 131)	150.00	<u>Hveem Stability, 3 spec.'s (ASTM D 1585)</u>	210.00
L.A. Abrasion, minus 3 – inch (ASTM C 535)	175.00	Bulk Density/Unit Weight (ASTM D 2726)	35.00
Lightweight Particles (ASTM C123)	150.00	Tensile Strength Ratio (TSR)	Quote
		Marshall Mix Design (MS-2 Manual)	Quote
		Hveem Mix Design (MS-2 Manual)	Quote

Wood Rodgers, Inc. reserves the right to revise its Fee Schedule according to changes in its practices.

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Scott Gibson, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment No. 1 to the Professional Services Agreement (PSA) between the RTC and Nichols Consulting Engineers, CHTD for 2017-2019 Pavement Condition Index Data Collection Project

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Nichols Consulting Engineers for additional StreetSaver Support Tasks of the 2017-2019 Pavement Condition Index Data Collection Project in the amount of \$22,000 for a new not to exceed amount of \$312,601; authorize the RTC Executive Director to execute the amendment.

SUMMARY

This amendment adds funds for additional StreetSaver Support Tasks needed for updates to the StreetSaver pavement management system as part of the project. The StreetSaver database contains all the roads within Washoe County and allows for the analysis of pavement management scenarios across jurisdictional boundaries. This database has not been updated since 2015. The proposed Amendment adds \$22,000 to NCE's original contract of \$290,601 for a total of \$312,601. This will allow the accurate analysis of both Regional Transportation Plan (RTP) and local roads to evaluate appropriate funding levels to improve or maintain network condition levels.

The cost proposal and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Project appropriations are included in the approved FY 2019 Budget.

PREVIOUS ACTIONS BY BOARD

April 20, 2017 Approved Professional Services Agreement (PSA) with Nichols Consulting Engineers.

ADDITIONAL BACKGROUND

NCE provides data collection services for the RTC to keep the local agencies' pavement condition data updated. This data is used to develop the annual street and Highway work program. The data from each agency's database is combined into an excel spreadsheet and used to identify project candidates in collaboration with local agency staff and in a manner that is blind to jurisdiction.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
NICOLS CONSULTING ENGINEERS, CHTD.

The Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, Chtd (“CONSULTANT”), entered into an agreement on April 21, 2017 (the “Agreement”). This Amendment No. 1 is dated and effective as of July 19, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$22,000 of additional services under Task 2.1.D (StreetSaver Support); and

WHEREAS, the additional services under Task 2.1.D (StreetSaver Support) shall include an inventory update, an update to distress data, an update to work history data and StreetSaver technical support.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. The scope of services to add these additional StreetSaver Support Tasks are described in Exhibit A attached hereto.
2. 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:

Existing PSA Tasks (Tasks 2.1.A to 2.1.E)	\$290,601.00
<u>Additional StreetSaver Support (Task 1 to 4)</u>	<u>\$22,000.00</u>
Total (Including Additional StreetSaver Tasks)	\$312,601.00

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

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

APPROVED AS TO LEGALITY AND FORM:

Dale E. Ferguson, Esq.
RTC General Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

Nichols Consulting Engineers, Chtd.

By _____
Kevin Senn, Principal



July 19, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: Judy Tortelli, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Prater Way Rehab Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. to provide design services and optional engineering during construction for the Prater Way Rehab Project in an amount not to exceed \$757,823; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Stantec Consulting Services, Inc. is for professional design services for the Prater Way Rehab Project in the amount of \$363,303 and optional engineering during construction services (EDC) in the amount of \$394,520. The Project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard.

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

FISCAL IMPACT

2020 Roadway Reconstruction Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

- June 20, 2019 Approved the Qualified Consultant List for Engineering Design and Construction Management Services
- January 18, 2019 Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
STANTEC CONSULTING SERVICES, INC.
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of August 1, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Stantec Consulting Services, Inc., having offices at 6995 Sierra Center Parkway, Reno, Nevada, 89511 ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC delivers various rehabilitation/reconstruction projects as part of its Annual Pavement Preservation Program; and

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct Prater Way from Howard Drive to Sparks Boulevard ("Project"); and

WHEREAS, Project will include removal and replacement of the roadway structural section, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, replacement of sanitary sewer main, and other incidentals necessary for the rehabilitation and/or reconstruction of the street within the Project limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the 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 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and engineering during construction services for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC's Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.

- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.
- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project when agreed to in writing by RTC and CONSULTANT.

2.5. 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.

All 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.

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and

must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 2.1.A. to 2.1.D.)	\$333,303
Contingency – Design Services (Task 2.1.D.4)	\$30,000
Total OPTIONAL Construction Services (Tasks 2.1.E. to 2.1.I)	\$364,520
<u>Contingency – Construction Services (Task 2.1.J)</u>	<u>\$30,000</u>
Total (Including Optional Services)	\$757,823

- 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 information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

- 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 execution of the Project that will be used in the Project and services rendered under this 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 Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the

mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Project Manager has authority to sign binding documents on behalf of Company.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, P.E.
 Director of Engineering
 Regional Transportation Commission
 1105 Terminal Way
 Post Office Box 30002
 Reno, Nevada 89520
 (775) 335-1880

CONSULTANT: Joseph A. Mactutis, P.E.
Project Manager
Stantec Consulting Services, Inc.
6995 Sierra Center Parkway
Reno, NV 89511
(775) 850-0777

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____

Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Lee G. Gibson, AICP, Executive Director

STANTEC CONSULTING SERVICES, INC.

By: _____

Joseph A. Mactutis, Principal

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
PRATER WAY REHAB PROJECT

2.1. **SCOPE OF SERVICES**

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. (Not Applicable)
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for "complete street".
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Sparks and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.
 - b. CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.
4. Right-of-Way Mapping and Engineering Services

- a. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.

Deliverables – Record right-of-way in CAD format

- b. It is estimated approximately ten (10) parcels will require permanent and temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 10 individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel. All RTC comments shall be addressed prior to recordation.
- c. It is estimated approximately ten (10) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance is not included within this task.

Deliverables – property boundary for ten (10) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Ten (10) permission to construct exhibits to also be provided.

5. Subsection Identification and Core Location Selection. (Not Applicable)
6. Geotechnical Investigation. Exploration will be completed by both exploratory borings and test pits. A total of 6 exploratory borings and 4 exploratory test pits will be completed.

CONSULTANT will log material encountered during exploration in the field. The existing structural section will be measured. Bulk samples of the subgrade soils will be obtained for R-value and moisture-density

relationship testing. Representative samples will be returned to our Reno laboratory for testing.

CONSULTANT will contact USA Dig to locate existing utilities at the site and obtain necessary excavation and encroachment permits. CONSULTANT will take every precaution to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures.

Representative samples of each significant soil type will be tested in the laboratory as to index properties, such as moisture content, grain size distribution and plasticity. These index properties are indicative of mechanical behavior of the soils.

Moisture-density curve relationship tests will also be completed on representative subgrade soils. Optimum moisture content determined by these tests will be compared to in-place subgrade soil moisture contents and provides a basis to determine if unstable subgrade soils will be encountered.

R-value testing will be performed on representative samples of anticipated subgrade soils. R-value testing is a measure of subgrade strength and expansion potential and is used in the design of flexible pavements.

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a geotechnical investigation report will be completed for the project and include the following:

- Description of the project site with the approximate locations of our explorations, presented on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of existing structural section thicknesses;
- General summary of subgrade soil description;
- Subgrade soil moisture and ground water conditions;
- Laboratory test results;
- Subgrade soil design resilient modulus;
- Construction Recommendations including:
 - Site preparation and grading recommendations;
 - Subgrade soil stabilization alternatives;
 - Structural section construction recommendations;
 - Anticipated construction difficulties.

7. Backcalculation Analysis. (Not Applicable)

8. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of the backcalculation, CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Roadbed modification (reconstruction)
- Removal and AC/Aggregate Base paving
- Deep lift AC paving

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the latest (1993) AASHTO Guide for Design of Pavement Structures to generate the design layer thickness associated with each pavement alternative.

9. Conduct Life-Cycle Cost Analysis. (Not Applicable)
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
11. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.B, Preliminary Design.
 - b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for

upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

12. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.A shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1.B. Preliminary Design

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Stantec will provide a topographic survey to locate existing roadway improvements on Prater Way from approximately 300 feet west of the intersection of Howard Drive then easterly to the intersection of Sparks Boulevard and will include roadway improvements on intersecting streets and drives extending 25-feet beyond curb returns. The topographic survey will include all roadway improvements up to back of walk and/or fences and walls and surface utilities within project corridor. The topographic survey will be completed using LiDar scanning along with supplemental field measurements at intersections and areas obscured by vegetation. Utility manholes and valves will be measured to pipe inverts and top of valve nuts. The detailed utility information will be completed using a traffic control company to close lanes of travel during the survey. The topographic AutoCAD drawing file will include existing roadway improvements, fence lines, walls, surface utilities, spot elevations, 1-foot contours and centerline and right-of-way of Prater Way and intersecting streets.

Field Survey

- Locate and measure existing street monuments and benchmarks.
- Establish control to complete topographic survey.
- Topographic survey on Prater Way and intersecting streets to include edge of pavement, pavement elevations, curb locations, striping, traffic signals and visible utilities.
- Utility detailed measurements with traffic control provided by traffic control company.

Office Support & Drafting

- Project coordination.
- Research and drafting of record maps and documents for right-of-way determination.
- Research and drafting of utility information.
- Field survey data reduction.
- Prepare AutoCAD drawing file showing existing improvements, spot elevations, 1-foot contours, centerline and right-of-way of Prater way and intersecting streets. The mapping will be based upon the Washoe County control network and City of Sparks benchmark(s) referenced to the North American Vertical Datum of 1988 (NAVD88).

Assumptions:

- Field Surveys will be completed during daylight hours.
 - Prevailing wages will not be required for the field surveying services.
 - No fees will be required for occupancy permit(s), if required.
3. Project Coordination. Attend meetings, review reports, and provide project coordination.
 4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
 5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized. It is also assumed two (2) one-on-one meeting with local businesses/property owners will be required.
 6. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the entire traffic signal system at all intersections in the project limits. Work will include:
 - Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - ADA accessible design for pedestrian buttons, as needed
 - Providing schedules for signal equipment and conductors

7. Drainage Design. Not included in this proposal. Stantec would be happy to provide a proposal for a technical drainage analysis, if requested.

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 approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Intersection, Grading, and Pedestrian Ramp Detail Sheets (at 1"=10' scale)
- Traffic Signal Modification Sheets (at 1"=10' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

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

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, City of Sparks, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – One 22"x34" set each to RTC and City of Sparks, two 11"x17" sets to RTC, six 11"x17" sets to City of Sparks, and one 11"x17" set each to utility agencies and other affected parties.
 - 90% Plans – One 11"x17" set to Washoe County Health District (WCHD).
 - 90% Specifications – One set each to RTC and City of Sparks.
 - 100% Plans – One 11"x17" each to RTC and City of Sparks.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and City of Sparks.
 - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and City of Sparks.
 - Final Working Specification Document – One set each to RTC and City of Sparks, 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.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
- d. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend and a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.

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

2.1.D. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
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.
4. Design Contingency (optional). This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.D. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

2.1.E - I 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.

2.1.E. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Attend the preconstruction conference
 - Perform construction coordination

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

2.1.F. Construction Surveying (Optional)

Provide construction staking as follows:

- Locate and verify existing control and establish additional control to complete staking.
- Demolition limits staked for asphalt, concrete and curb removal.
- Curb staked at 50-foot intervals for mass grading and clearing and grubbing.
- Red tops staked at 50-foot intervals for sub-grade preparation.
- Curb staked at 50-foot intervals on tangents and at a maximum of 25-foot intervals on curves for improvement construction.
- Ramps, driveways and bus stop improvements staked at angle points, grade breaks and curves.
- Utilities and signals staked with two (2) offsets to utility structure and single offsets to pipelines at 50-foot intervals.
- Striping staked at 50-foot intervals on tangents and maximum of 25-foot intervals on curves.
- Street Monuments staked at center of monument with four (4) references.

Office Support & Drafting

- Project coordination.
- Calculations for staking.
- Review staking and prepare cut sheets.

Assumptions:

- Staking will be done during daylight hours.
- Prevailing wages will not be required for the field surveying services.

- The construction company awarded contract will have traffic control in place and no additional traffic control measures will be required for the construction staking.
- Monuments will be constructed by construction company awarded contract and center point marked by Stantec's survey crew.

2.1.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days (inc. 2 hours overtime) and a 110 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blue line set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

2.1.H. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the applicable 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 AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. 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. Laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the applicable edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.1. As-Built Information (Optional)

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

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

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.

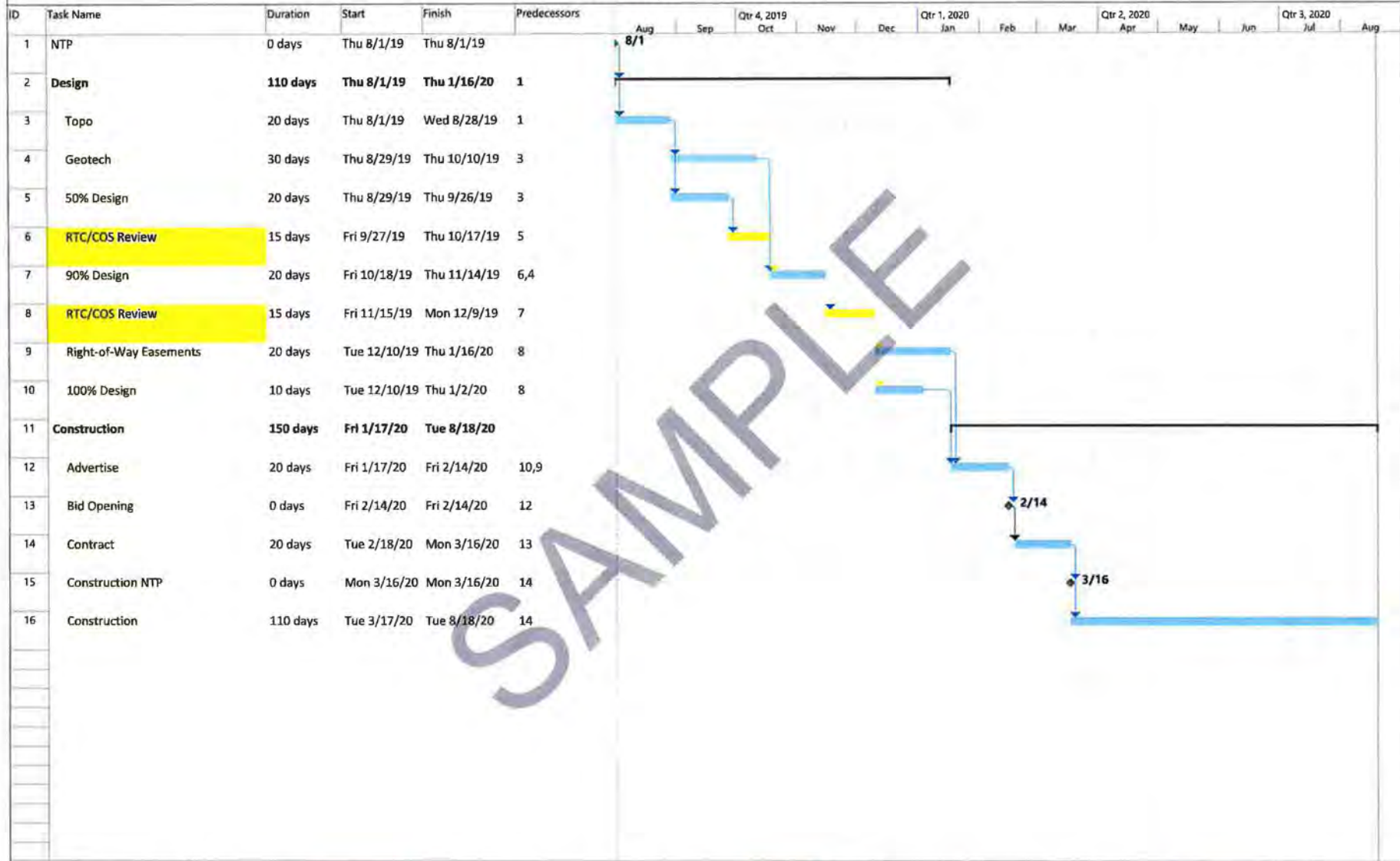
The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

2.1.J Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.E. to 2.1.I. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A - Schedule

Prater Way Rehabilitation Project



Project: Design_Schedule.mpp
Date: Wed 7/3/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT A - PROJECT TEAM
Prater Way Rehabilitation Project
Stantec Consulting Services, Inc.

The following is a list of the Prater Way Rehabilitation Project Team Members:

Name	Position	Billing Level	Loaded Hourly Rate
John Welsh, PE	Project Principal	17	\$ 234
Joseph Mactutis, PE	Project Manager	15	\$ 211
Trina Magoon, PE	Senior Engineer	15	\$ 211
Eric Snyder, PLS	Survey Manager	14	\$ 201
Clint Alverson, PE	Project Engineer	13	\$ 185
Candice Abrams, PE	Project Engineer	13	\$ 185
Tim Eich	Survey Technician	12	\$ 177
Dani Palfy, EI	Staff Designer	9	\$ 152
Hailey Zimmerman, EI	Staff Designer	9	\$ 152
Kirby Dubay, EI	Staff Designer	9	\$ 152
Tom Scott, EI	Staff Designer	9	\$ 152
Vic Rasgado	Survey Assistant	6	\$ 126

Loaded Hourly Rates include Salary, Benefits, Overhead, Profit

Exhibit B

Cost and Fees

SAMPLE

EXHIBIT B - COST AND FEES
Prater Way Rehabilitation Project
 Stantec Consulting Services Inc.

TASKS		Staff Classification, Hours and Fees													
		17	15	14	13	12	9	6							
		J. Welch	J. MacNeil	E. Snyder	C. Avenash	T. Bach	D. Palfy, K. Dubay	V. Pragasam							
		Principal Engineer	Project Manager/Sr. Eng.	Survey Manager	Project Engineer	Project Engineer/Land Surveyor	Staff Designer	Survey Assistant	Survey Crew	Manhour Summary	Subtotal	Subconsultant Fees	Expenses	Total Sub-task Cost	NOTES
RATES		\$ 234	\$ 211	\$ 201	\$ 185	\$ 177	\$ 152	\$ 126	\$ 165						
Task #	DESCRIPTION														
2.1.A	Investigation of Existing Conditions	10	40	60	16	0	36	78	20	260	\$ 44,400	\$ 31,064	\$ 6,825	\$ 82,289	1,2,3,4
2.1.B	Preliminary Design	29	100	92	140	60	209	96	136	861	\$ 149,050	\$ -	\$ 11,850	\$ 160,900	2,5
2.1.C	Final Design	38	70	0	120	0	220	0	0	448	\$ 79,302	\$ 4,116	\$ 500	\$ 83,918	1,2,6,7
2.1.D.1-3	Bidding Services	2	12	0	8	0	8	0	0	30	\$ 5,696	\$ -	\$ 500	\$ 6,196	7
2.1.D.4	Design Contingency (optional)	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 30,000	\$ 30,000	8	
2.1.E	Construction Administration (optional)	6	174	0	14	0	24	0	0	218	\$ 44,356	\$ -	\$ -	\$ 44,356	
2.1.F	Construction Surveying (optional)	0	0	64	0	0	0	80	213	357	\$ 58,089	\$ -	\$ -	\$ 58,089	
2.1.G	Inspection (optional)	0	0	0	0	0	0	0	0	0	\$ -	\$ 203,150	\$ -	\$ 203,150	1,9
2.1.H	Materials Testing (optional)	0	0	0	0	0	0	0	0	0	\$ -	\$ 51,721	\$ -	\$ 51,721	1,10
2.1.I	Record Drawings (optional)	2	4	0	16	0	16	0	0	38	\$ 6,704	\$ -	\$ 500	\$ 7,204	7
2.1.J	Construction Contingency (optional)	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 30,000.00	\$ 30,000	8
Manhours		37	400	216	314	60	512	254	369	2174					
		\$ 20,058	\$ 84,400	\$ 22,116	\$ 58,090	\$ 10,620	\$ 77,824	\$ 32,004	\$ 60,885		\$ 387,597	\$ 290,051	\$ 80,175	\$ 757,823	

NOTES

- 1 5% markup on subconsultants
- 2 5% markup on expenses, unless otherwise noted
- 3 Subconsultant - CME geotechnical investigation (see attached cost proposal)
- 4 Expenses - Title reports and vested deed research
- 5 Expenses - Traffic control for survey, LIDAR Scanner (no markup)
- 6 Subconsultant - CME attendance at Constructability Meeting (see attached cost proposal)
- 7 Expenses - Reproduction (no markup)
- 8 Contingency
- 9 Subconsultant - CME construction inspection (see attached cost proposal)
- 10 Subconsultant - CME materials testing (see attached cost proposal)



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

July 2, 2019

Mr. Joe Mactutis , PE
STANTEC
6980 Sierra Center Parkway
Reno, NV 89511

**RE: Geotechnical Investigation
Prater Way Rehabilitation Project
(Howard to Sparks Boulevard)
Sparks, Nevada**

Dear Mr. Mactutis:

We are pleased to present our cost proposal to provide geotechnical services for the Prater Way rehabilitation project. The project limits extend from Howard to Sparks Boulevard. The length of this section of roadway is about 4,300 feet.

Field exploration, laboratory testing, and geotechnical report are discussed in Sections 1 to 3. Scheduling and budgeting is discussed in Sections 4 and 5.

1.0 FIELD EXPLORATION

Exploration will be completed by both exploratory borings and test pits. A total of 6 exploratory borings and 4 exploratory test pits will be completed.

Our geotechnical personnel will log material encountered during exploration in the field. The existing structural section will be measured. Bulk samples of the subgrade soils will be obtained for R-value and moisture-density relationship testing. Representative samples will be returned to our Reno laboratory for testing.

CME will contact USA Dig to locate existing utilities at the site and obtain necessary excavation and encroachment permits. CME will take every precaution to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures.

2.0 LABORATORY TESTING

Representative samples of each significant soil type will be tested in the laboratory as to index properties, such as moisture content, grain size distribution and plasticity. These index properties are indicative of mechanical behavior of the soils.

Moisture-density curve relationship tests will also be completed on representative subgrade soils. Optimum moisture content determined by these tests will be compared to in-place subgrade soil moisture contents and provides a basis to determine if unstable subgrade soils will be encountered.

R-value testing will be performed on representative samples of anticipated subgrade soils. R-value testing is a measure of subgrade strength and expansion potential and is used in the design of flexible pavements.

3.0 GEOTECHNICAL REPORT

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a geotechnical investigation report will be completed for the project and include the following:

- Description of the project site with the approximate locations of our explorations, presented on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of existing structural section thicknesses;
- General summary of subgrade soil description;
- Subgrade soil moisture and ground water conditions;
- Laboratory test results;
- Subgrade soil design resilient modulus;
- Construction Recommendations including:
 - Site preparation and grading recommendations;
 - Subgrade soil stabilization alternatives;
 - Structural section construction recommendations;
 - Anticipated construction difficulties.

4.0 SCHEDULE

Depending on the schedules of our subcontractors (Drilling and Test Pits), it is anticipated that field exploration including USA dig clearance can be completed in about two weeks. Laboratory testing is anticipated to be completed in one week. A draft report is anticipated within 4 to 5 weeks after the approval to proceed with this project is received.

5.0 BUDGETING

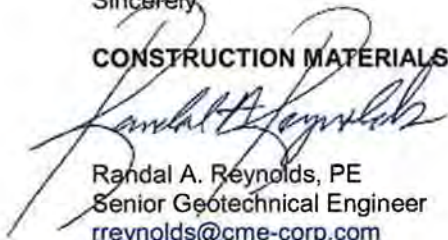
Our budget in the standard RTC format is as follows:

Geotechnical Investigation		
a. Field Investigation – 6 borings & 4 exploratory test pits		
Drill Rig (subcontractor) ¹	4,000 x 1.10	4,400.00
Exploratory Test Pits (subcontractor) ¹	8,700 x 1.10	9,570.00
Senior Geotechnical Engineer	8 hrs @ 170.00/hr	1,360.00
Field Geologist	26 hrs @ 120.00/hr	3,120.00
Vehicle	26 hrs @ 10.00/hr	260.00
Traffic Control	Allowance	1,550.00
Supplies/Patching Material(borings)	Allowance	200.00
	Subtotal	\$20,460.00
b. Laboratory Analysis		
Senior Geotechnical Engineer	1 hrs @ 170.00/hr	170.00
R-values	6 @ 300.00	1,800.00
Sieve Analysis	9 @ 110.00	990.00
Atterberg Limit	9 @ 110.00	990.00
Moisture Content	9 @ 25.00	225.00
Moisture/Density Curve	2 @ 275.00	550.00
	Subtotal	\$4,725.00
c. Report Preparation, Analysis and Meetings		
Senior Geotechnical Engineer	20 hrs @ 170.00/hr	3,400.00
Drafting/clerical	10 hrs @ 100.00/hr	1,000.00
	Subtotal	\$4,400.00
	Total	\$29,585.00
Notes:		
1) Excludes permit fees. These costs are generally waived.		

We trust this provides the information you require. If you have any questions or desire additional information, please let us know.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Randal A. Reynolds, PE
 Senior Geotechnical Engineer
rreynolds@cme-corp.com
 Direct: 775-737-7576
 Mobile: 775-560-2106



**STANTEC
PRATER WAY HOWARD TO SPARKS BLVD
CONSTRUCTIBILITY MEETING**

DATE : 7/1/2019

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGER					
ONSITE MEETING	1	8	\$ 180.00	\$ 1,440.00	
GEOTECHNICAL ENGINEER					
ONSITE MEETING	1	8	\$ 170.00	\$ 1,360.00	
INSPECTOR					
ONSITE MEETING	1	8	\$ 140.00	\$ 1,120.00	

ESTIMATED TOTAL FEE \$ 3,920.00

**STANTEC
PRATER WAY HOWARD TO SPARKS BLVD
INSPECTION AND MATERIALS TESTING**

DATE : 7/1/2019

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGER					
REPORTS / MEETINGS	22	7	\$ 180.00	\$ 27,720.00	22 WEEK CONSTRUCTION SCHEDULE
INSPECTOR PRE CONSTRUCTION					
INSPECTOR REG	2	8	\$ 140.00	\$ 2,240.00	
INSPECTOR CONSTRUCTION					
					22 WEEKS
INSPECTOR REG	107	8	\$ 140.00	\$ 119,840.00	22 WEEK CONSTRUCTION SCHEDULE
INSPECTOR OT	107	2	\$ 179.00	\$ 38,306.00	
INSPECTOR OT SATURDAYS	3	10	\$ 179.00	\$ 5,370.00	
ON CALL TESTING TECHNICIAN HMA & CONCRETE					
TECHNICIAN REG. PCC	40	3	\$ 100.00	\$ 12,000.00	960 CY
TECHNICIAN O.T. HMA SATURDAYS	3	8	\$ 127.00	\$ 3,048.00	
TECHNICIAN REG. HMA	7	8	\$ 100.00	\$ 5,600.00	11500 TONS
LABORATORY TESTING					
MOISTURE DENSITY CURVE, SA, PI	10		\$ 495.00	\$ 4,950.00	
CONCRETE CYLINDERS	40		\$ 120.00	\$ 4,800.00	POURS / SETS OF 4
ASPHALT CONCRETE FULL SERIES	23		\$ 820.00	\$ 18,860.00	

ESTIMATED TOTAL FEE \$ 242,734.00

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

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

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment No. 1 to the Professional Services Agreement between RTC and Lumos and Associates for the Truckee River Shared Use Path Project

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Lumos and Associates in the amount of \$110,160 for additional services required for the application and permitting process associated with the Truckee River Shared Use Path project; authorize the RTC Executive Director to execute the Amendment.

SUMMARY

The project has completed the alternatives analysis and preliminary design phase (30%). During a Technical Advisory Committee (TAC) meeting held on March 11, 2019, it was recommended that the project team investigate and verify the requirement of a 408 permit due to the adjacency of the proposed path to the Truckee River. The team reached out to the Carson-Truckee Water Conservancy District (CTWCD) representative, Lori Williams to determine whether the 408 application would be required and if so, what the schedule and cost impacts would be for the project. After consulting with Lori Williams it was determined that a 408 permit application would need to be completed and submitted to the CTWCD and subsequently, the Army Core of Engineers (ACOE) through the CTWCD, who has jurisdiction of the Truckee River within the project limits.

This amendment is for additional engineering related services necessary for the 408 application and permitting process. This includes additional project management, hydraulic modeling, development of materials for the application, and review and response to application comments.

RTC continues to work with NDOT regarding the construction of this project in conjunction with the Spaghetti Bowl Xpress (SBX) Project.

FISCAL IMPACT

A local public agency (LPA) agreement was executed with NDOT in November of 2016 that provided approximately \$200,000 in federal funds for NEPA Analysis and Preliminary Design. The RTC Program of Projects and FY 2020 budget includes match funding for the LPA agreement and additional funds for design and eventual right of way acquisition.

PREVIOUS ACTIONS BY BOARD

July 20, 2018 Approval of the Lumos and Associates PSA for NEPA and Preliminary Design

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
LUMOS AND ASSOCIATES, INC.

The Regional Transportation Commission of Washoe County (“RTC”) and Lumos and Associates, Inc. (“CONSULTANT”), entered into an agreement on September 1, 2018 (the “Agreement”). This Amendment No. 1 is dated and effective as of July 19, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$110,160 of additional services under Tasks A-F (408 Permit Application); and

WHEREAS, the additional services under Tasks A-F (408 Permit Application) shall include additional project management and engineering services outside the original scope of services to complete the hydraulic modeling, NEPA process, and submit the 408 Permit Application provided by the Carson-Truckee Water Conservancy District (“CTWCD”).

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. The scope of the additional services are described in Exhibit A attached hereto.
2. 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:

Existing Approved PSA Tasks (Preliminary Design Services Tasks A to B)	\$219,187.00
Existing Approved Preliminary Design Contingency (10%)	\$21,916.00
Existing Optional Design Services (Tasks C to E and 10% contingency)	\$68,189.00
Existing Optional Construction Services (Task F and 10% contingency)	\$94,930.00
<u>Additional Services for 408 Permit Application (Task A to F)</u>	<u>\$110,160.00</u>
Total (Including Additional Services for 408 Permit Application)	\$514,382.00

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

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

APPROVED AS TO LEGALITY AND FORM:

Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

By _____
Thomas W. Young, P.E., Group Manager

SAMPLE



Reno
9222 Prototype Drive
Reno, Nevada
775.827.6111

June 4, 2019

Jeff Wilbrecht, Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, Nevada 89502

Subject: Proposal for Engineering Services – 408 Permit Application for the Truckee River Shared Use Path Project

Dear Jeff:

Thank you for giving Lumos & Associates, Inc. ("Lumos") the opportunity to provide you with this proposal for engineering and construction services for the 408 permit application for the Truckee River shared use path project.

Project Understanding

The project has completed the alternatives analysis and preliminary design phase (30%) and a TAC meeting was held on March 11, 2019. At this TAC meeting it was recommended that the project team investigate and verify the requirement of a 408 permit due to the adjacency of the Truckee River. The team reached out to the Carson-Truckee Water Conservancy District ("CTWCD") representative Lori Williams to determine whether the 408 application would be required and if so, what the schedule and cost impacts would be for the project. After consulting with Lori Williams it was determined that a 408 permit application would need to be completed and submitted to the CTWCD and subsequently the Army Core of Engineers ("ACOE") (through the CTWCD), who has jurisdiction of the Truckee River from Stateline to Glendale Bridge.

This proposal is for additional project management and engineering services outside the original approved scope of services to complete the hydraulic modeling, NEPA process, and submit the 408 Permit Application provided by the CTWCD.

Scope of Work

Lumos & Associates Inc. proposes to furnish engineering services for the scope of work outlined in the itemized spreadsheet "Exhibit A" using our standard engineering fees which are attached to this proposal. HDR will update the River model using the CTWCD's most up-to-date model provided by Dyer Engineering which includes the NDOT SBX improvements. This model will be analyzed at the 14,000 cfs demarcation in order to show a no rise condition for the Truckee River as a result of construction of the proposed pathway. NCE will complete and submit the 408 Application to the CTWCD with relative information provided by Lumos and HDR, such as, updated project plans,

various maps and exhibits, construction staging and methods, scour mitigation narrative, re-vegetation, temporary dewatering, stability analysis, air quality construction emission model, detailed project timeline, and other various tasks required by the 408 application.

Fees (T&M)

408 Permit Application – Additional Scope of Work

Task A:	Project Management (Lumos).....	\$ 13,500
Task B:	Hydraulic Modeling (HDR).....	\$ 41,100
Task C:	Application (NCE).....	\$ 16,200
Task D:	Application Support (Lumos).....	\$ 11,000
Task E:	Agency Comments (All).....	\$ 10,000
Task F:	Contingency (20%).....	\$ 18,360

Total: \$ 110,160

Schedule

The anticipated schedule to submittal the 408 application to the CTCWD is One-hundred Twenty (120) days after notice to proceed.

Assumptions

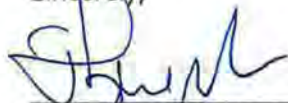
- This scope does not include a full scour analysis. Should this be required by the CTCWD upon receipt of the application comments, then it may be added at that time.

Terms and Conditions:

Work outside the established SCOPE OF WORK can be performed on a time and materials basis in accordance with our current fee schedule. A standard fee schedule is attached and incorporated into this proposal

Thank you for selecting Lumos & Associates for this project and we greatly look forward to working with you. If you have any questions please do not hesitate to me at (775) 827-6111.

Sincerely,



Thomas W. Young, P.E.
Group Manager



Alex J. Greenblat, P.E.
Senior Engineer

Enclosures: Exhibit A – Added Scope of Services Breakdown
Lumos Fee Schedule

Truckee River Shared Use Path
408 Encroachment Permit

Lumos Tasks
HDR Tasks
NCE Tasks
Joint Tasks
Contingency Tasks

Application Task #	Item	To be Completed by	Notes
Application Itself		HCE	Includes filling out application and the application fee
1	Vicinity Map	HCE	
2	Area Map	Lumos	Map showing project area, disturbance area, access routes, staging, benchmarks, OHWM, and the 14,000 cfs channel demarcation.
3	Photos of Project Area	HCE	
4	Evidence of Ownership	Lumos	A map to display current ownership.
5	Project Plans. Figures to include:		
	Project plans	Lumos	Plan set will need to be revised to show the 14,000 cfs delineation and any other info needed (reevegetation, etc.)
	Construction staging	Lumos	Map and narrative of where materials can be staged. Input needed from TAC.
	Cross Sections	HDR	Update HEC-RAS cross sections
	Veg removal/disturbance	Lumos	Maps and Narrative
	Channel disturbance	Lumos	Maps and Narrative
6	Structural impact of project		
	Scour Analysis	Not Required	We are excluding a full scour analysis for this application. HDR's scope includes recommendations on scour mitigation to protect the proposed path and we will include that information on the application. We may want to plan for this in a contingency account to address comments if CTWCD requires a full analysis.
	Geotechnical Impacts	Lumos	Narrative derived from geotech report geared toward the 408 permit requirement.
	Stability Analysis	HDR/Lumos	Provide calculations for retaining walls and riprap per the velocities in the HEC-RAS model at 14,000 cfs.
7	Hydraulic impact of project	HDR/NCE	HDR added cost in HEC-RAS cost. Impact report included in original scope. NCE has revisions to their info based upon HDR results.
	HEC-RAS Model	HDR	Review CTWCD Model. Model troubleshooting, iterations to mitigate hydraulic impacts, coordination/PM
Construction Methods	Description of Construction Methods	Lumos	We will need to provide a narrative.
8	Temporary Dewatering Plan	Lumos	We anticipate not requiring to dewater. Will create narrative of process in case we have to.
9	Description of vegetation removal and reveg plan	Lumos	Will need to add a narrative description of the reveg plan
10	Information on disturbance to channel and plans for restoration of channel	Lumos	We will assume no disturbance to the channel. Narrative only
11	Detailed project timeline	Lumos	How does this project coincide with the NDOT project. This section should include how the two projects will be coordinated. Input needed from TAC
12	Information on project requirements or limitations related to schedule and permitting such as funding, NDOT construction coordination, etc	Lumos	May be similar to what NDOT included with reference also to the NDOT project
13	USACE 404/Nationwide Permit Coordination	Not Required	Not needed unless we are placing fill below the OHWM
14a	Request for a Cat Ex.	HCE	No extra cost added. Included in original scope.
14b	Biological Assessment for ESA Section 7 consultation	HCE	Added effort to present info in a BA for USFWS consultant
14c	Cultural Resources report -Section 106 consultant	HCE	Cultural Resource Memo to a Section 106 Format Report
14d	Tribal Coordination	HCE	No extra cost added. Included in original scope.
14e	Map showing project area, impacted floodplains	Lumos	
14f	Air quality impacts	HCE/Lumos	Prepare a Road Construction Emissions Model. Assuming no air quality permits are required.
Other information		Lumos	We will need to provide a narrative of any other pertinent information.

Other Tasks

408 Permit	HCE	Added tasks for 408 permit	\$16,200
408 Permit	HDR	Added tasks for 408 permit, includes agency comment response	\$41,100
408 Permit	Lumos	Added tasks for 408 permit	\$11,000
Project Management	Lumos	Assumed ± 1 hour/week for one year plus coordination, 2 meetings with CTWCC	\$13,500
Agency Comments	Lumos/NCE	Excluding full scour analysis	\$10,000
Contingency	Lumos/RTC	20%	\$18,360
Total Added Fee for 408 Permit			\$110,160



Standard Fee Schedule
Revised May 6, 2019

Engineering & Development	Per Hour
President	\$255
Director	230
Group Manager	215
Planning Group Manager	175
Project – Senior Project Manager	175-185
Staff Hydrogeologist - Hydrogeologist - Senior Hydrogeologist	155-165-170
Staff - Project - Senior Engineer	135-145-155
Staff - Project - Senior Structural Engineer	135-145-165
Landscape Architect Manager	145
Landscape Architect Designer – Landscape Architect	120-135
Project Coordinator	130
Project - Senior Project Designer	120-125
Structural - Senior Structural Designer	105-115
Assistant Planner	105
Engineering Technician I - II	95-105
Support Technician	70
Construction	Per Hour
Director	\$230
Group Manager	215
Project Manager	175
Geotechnical Engineer	195
Construction Services Engineer	160
Construction Services Supervisor	140
Geotechnician	130
Inspector - Senior Inspector (includes nuclear gauge)	110-120
Field Technician I – II (includes nuclear gauge)	95-100
Surveying	Per Hour
Director	\$230
Group Manager	215
Project Manager	175
Project - Senior Surveyor	140-150
Project Coordinator	130
Staff Surveyor	125
Surveying Technician I - II	100-115
Party Chief	145
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from May 6, 2019 until further notice.**

Project Budget

**Truckee River Shared Use Path - 408 Permit Plan
Exhibit B**

BUDGET ESTIMATE

TASK	\$225	\$155	\$125	\$95	\$165	\$115	\$195	\$145	EXPENCES	NCE	HDR	TOTAL
	GROUP MANAGER	SENIOR ENGINEER	PROJECT DESIGNER	ENGINEERING TECH I	STRUCTURAL ENGINEER	STRUCTURAL DESIGNER	GEOTECH ENGINEER	LANDSCAPE ARCHITECT				
Task A - Project Management (Lumos)												
Project Management	52											\$11,700
Meetings	8											\$1,800
Sub Total Hrs.	60	0	0	0	0	0	0	0				
Sub Total \$	\$13,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,500
Task B - Hydraulic Modeling (HDR)												
Hydraulic Modeling/Cross Sections/Narratives											\$41,100	\$41,100
Sub Total Hrs.	0	0	0	0	0	0	0	0				
Sub Total \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,100	\$41,100
Task C - Application (NCE)												
Application Preparation, Coordination, and Submittal										\$16,200		\$16,200
Sub Total Hrs.	0	0	0	0	0	0	0	0				
Sub Total \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,200	\$0	\$16,200
Task D - Application Support (Lumos)												
Construction Method Narratives/Plans/Support Calculations/Maps/Etc.	4	24	16	20	4	4	4	4				\$11,000
Sub Total Hrs.	4	24	16	20	4	4	4	4				
Sub Total \$	\$900	\$3,720	\$2,000	\$1,900	\$660	\$460	\$780	\$580	\$0	\$0	\$0	\$11,000
Task E - Agency Comments (All)												
Response to Agency Comments	4	20								\$3,000	\$3,000	\$10,000
Sub Total Hrs.	4	20	0	0	0	0	0	0				
Sub Total \$	\$900	\$3,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	\$10,000
Task F - Contingency												
Contingency									\$18,360			\$18,360
Sub Total Hrs.	0	0	0	0	0	0	0	0				
Sub Total \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,360	\$0	\$0	\$18,360
Totals	\$15,300	\$6,820	\$2,000	\$1,900	\$660	\$460	\$780	\$580	\$18,360	\$19,200	\$44,100	\$110,160



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment of Professional Services Agreement (PSA) with Headway Transportation, Inc.

RECOMMENDATION

Approve an amendment to the Professional Services Agreement (PSA) with Headway Transportation, Inc. in an amount not to exceed \$60,700 for consulting services on the Bicycle & Pedestrian Counts and Analysis; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This amendment is to complete additional traffic counts and analysis throughout the region and complete the 2019 annual report in the amount not to exceed \$60,700.

The amendment to the PSA with Headway, previously known as Traffic Works, will allow for the consultant to complete the additional multimodal traffic counts, complete analysis throughout the region, and complete the annual report. This will ensure that additional data collection is methodologically consistent for inclusion in the annual report. The existing agreement is set to expire at the end of the year and this work is expected to be completed within this timeframe.

The data collected is for bicycle, pedestrian and wheelchair counts at various locations throughout the region. Results are published in quarterly and annual reports. The analysis is used to track the performance measures identified in the 2040 Regional Transportation Plan relating to the growth in alternative modes such as walking, biking, and transit as well as specific funded grant requirements. This data also supports RTC efforts to track changes in alternative mode use where complete street improvements have been made.

The PSA includes optional tasks of additional data collection and analysis as needed which may include average daily traffic (ADT) volumes, planning level roadway design, vehicle classification, speed studies, project analysis, special studies, public outreach and related activities as directed by the RTC.

FISCAL IMPACT

The amendment will be paid for by federal planning funds and is included in the Unified Planning Work Program (UPWP).

PREVIOUS ACTIONS BY BOARD

March 15, 2019 Approved the PSA with Headway (Traffic Works) in the amount of \$160,000

May 17, 2017 Approved the FY 2018-2019 UPWP

ADDITIONAL BACKGROUND

The multimodal traffic count and analysis program was initiated in 2013 to support evaluation of performance measures. Counts have been collected on a quarterly basis to reflect seasonal changes in mode choice since 2013. However, with multiple years of data showing well-documented seasonal fluctuations, the frequency of collection was reduced to bi-annually. The amendment will complete the additional multimodal counts necessary to complete the counts in 2019 as well as the annual report. Staff is evaluating other types of counting technologies to utilize for counts conducted in the future beginning with 2020.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
HEADWAY TRANSPORTATION, LLC

The Regional Transportation Commission of Washoe County ("RTC") and Headway Transportation, LLC, formerly Traffic Works, LLC ("CONSULTANT") entered into an agreement on May 4, 2018 (the "Agreement"). This Amendment No. 1 is dated and effective as of July 19, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to complete one additional and final round of multimodal traffic counts, analysis and reporting under the Agreement; and

WHEREAS, the original not-to-exceed amount of the Agreement was \$159,700; the not-to-exceed amount of the additional services shall be \$60,700; and the total not-to-exceed amount of the Agreement, as amended, shall be \$220,400.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Exhibit A to the Agreement, "Scope of Services," shall be replaced in its entirety with Exhibit A attached hereto.
2. Section 1.4 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above until June 30, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

3. Section 5.1 shall be replaced in its entirety with the following:

CONSULTANT'S fee for the work described in Section 2.1, "Scope of Services," will be based upon actual time and effort for the completion of each separate task at the hourly rates in Exhibit A, but in no case shall CONSULTANT be compensated in excess of the following not-to-exceed amount \$220,400.

4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment.

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC

By _____
Loren E. Chilson, PE, Principal

SAMPLE

Exhibit A

Scope of Services

Task 1: Project Management

Budget under this task is allocated for CONSULTANT to oversee team coordination and organization, invoicing, and associated administration efforts.

Task 2: Data Collection

Two-hour pedestrian, bicycle, and wheelchair counts for three periods (AM weekday peak, PM weekday peak, and weekend mid-day peak) will be collected at up to forty-four (44) locations for a total of 264 data hours twice a year. Counts shall be conducted during the fall and spring seasons each year. (For continuity with prior count cycles, the fall cycle should be conducted in September and the spring cycle should be conducted in May.) Under this contract, the consultant will collect data during the spring & fall count cycles from February, 2018 through June, 2019. Counts shall include separate totals for each direction of travel. Data shall be subtotaled every fifteen minutes for the duration of the count periods.

Task 3: Data Analysis

CONSULTANT will apply national standards to extrapolate collected data to annual volumes, conduct trend analysis, mode share analysis, and provide various observational analyses. A professional engineer will supervise the analysis. Data will be provided to RTC in spreadsheet and GIS format. All GIS data provided to RTC shall be in the following projection: Transverse Mercator, NV State Plan Coordinate System, West Zone (Feet).

Task 4: Meetings

CONSULTANT will prepare meeting materials and attend up to two (2) meetings with RTC staff per cycle.

Task 5: Mid-Year Report

CONSULTANT will document all findings and analysis from the Spring count cycles in a draft mid-year report and distribute the report for comment. Upon receiving and incorporating comments, a final mid-year report will be issued.

Task 6: Annual Report

Following the completion of the Fall data collection effort CONSULTANT will compile data from both count cycles conducted during that calendar year into an annual report document. Data from prior count cycles is available online as needed. The annual report will also include year-to-year trend analysis and additional data analysis deemed pertinent from the collected data including the following:

- Pedestrian & bicycle collision data

- Special event & weather condition information that could impact count results
- Mode share for transit, auto, wheelchair, bicycle, and pedestrian
- Wrong-way bike riding
- Posted speed compared to usage
- Location trends over time
- Impact of complete street improvement analysis
- Monitoring of RTC performance measures

Task 7: 12-Hour Counts

CONSULTANT will conduct 12-hour counts at six (6) locations during the September (fall) data collection cycle. This includes the collection and processing of seventy-two (72) data collection hours.

Task 8: Safe Routes to School Counts

CONSULTANT will conduct peak period bicycle & pedestrian counts for the two-hour AM and two-hour PM peak periods during weekdays in both the fall and spring periods at up to six (6) locations, to be determined by RTC staff. These counts be conducted for a total of four (4) hours at each location during each spring and fall count cycle.

Task 9: Presentations and Information Sharing

CONSULTANT will prepare presentation materials and be available to present the findings as needed. Additionally, under this task the CONSULTANT will be available to share the project findings with others as deemed appropriate.

Task 10: Additional Services (OPTIONAL)

CONSULTANT will perform additional data collection, engineering analysis and planning services as directed by the Planning Department on a time and materials basis within the remaining budget funds not allocated to Tasks 1-9.

This task is intended to be flexible and may include other data collection efforts such as ADT volumes, vehicle classification/speed studies, planning assistance, project prioritization, special studies, public outreach, and related activities as directed by the RTC. This task may also include before and after studies for complete street data analysis and evaluations.

Bicycle & Pedestrian Data Counts & Analysis

Fee Proposal
2/5/2018

RTC 17-14 (FY2018/2019)

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>Notes</u>
Task 1	Project Management	12	\$ 200.00	\$ 2,400.00	(3) cycles
Task 2	Data Collection	792	\$ 100.00	\$ 79,200.00	40 locations, (3) 2 hour counts, 264 data hours, 3 cycles
Task 3	Data Analysis	120	\$ 130.00	\$ 15,600.00	(3) cycles
Task 4	Meetings	12	\$ 130.00	\$ 1,560.00	(3) cycles
Task 5	Mid-Year Reports	80	\$ 130.00	\$ 10,400.00	2 reports
Task 6	Annual Report	60	\$ 130.00	\$ 7,800.00	1 report
Task 7	12-Hour Counts	72	\$ 100.00	\$ 7,200.00	6 locations, 12 hours each, 72 data hours (Fall Season Only)
Task 8	Safe Routes to School Counts	72	\$ 100.00	\$ 7,200.00	6 locations, 4 hours each, 24 data hours, 3 cycles (no separate reports)
Task 9	Presentations and Information Sharing	18	\$ 130.00	\$ 2,340.00	(3) cycles
Annual Bike/Ped Program Cost				\$ 133,700.00	
OPTIONAL SERVICES					
Task 10	Additional Services (OPTIONAL)	200	\$ 130.00	\$ 26,000.00	
Total Contract Amount (with Optional Tasks)				\$ 159,700.00	

September 2019 Bicycle & Pedestrian Data Counts & Analysis

Fee Estimate
5/21/2019

Task	Description	Hours	Rate	Total	Notes:
Task 1	Project Management	8	\$200	\$1,600	1 cycle
Task 2	Data Collection	240	\$100	\$24,000	40 locations, (3) 2 hour counts, 240 data hours, 1 cycle
Task 3	Data Analysis	40	\$130	\$5,200	1 cycle
Task 4	Meetings	8	\$130	\$1,040	1 cycle
Task 5	Mid-Year Report	0	\$130	\$0	
Task 6	Annual Report	60	\$130	\$7,800	1 report
Task 7	12-Hour Counts	48	\$130	\$6,240	2 locations, 12 hours each, 48 data hours (July & September)
Task 8	Safe Routes to School Counts	0	\$130	\$0	
Task 9	Presentations and Information Sha	4	\$130	\$520	1 Cycle
Blke/Ped Program Cost				\$46,400	

OPTIONAL SERVICES

Task 10	Turning Movement Counts	30	\$130	\$3,900	2 Locations, 12 Hours Each, Vehicles, Pedestrians & Bicycles
	Additional Tasks	80	\$130	\$10,400	
	Subtotal of Additional Tasks			\$14,300	
	Total Budget (with Optional Tasks)			\$60,700	

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

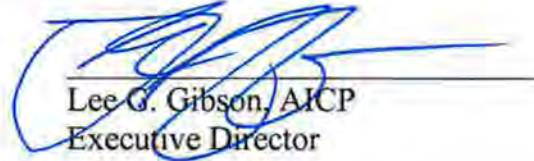
Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: Brian Stewart P.E.
Engineering Director

A blue ink signature of Lee G. Gibson, AICP, Executive Director. The signature is written in a cursive style and is positioned above a horizontal line. Below the line, the name and title are printed in a standard font.

Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Limited Environmental Mitigation

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of a monitoring well in accordance with direction from the Nevada Division of Environmental Protection in an amount not to exceed \$16,000; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Underground storage tanks, contaminated soil and possibly contaminated groundwater were identified in right-of-way owned by the City of Reno located at the Southwest Corner of Virginia Street and California Avenue during the utility relocation phase of RTC's Virginia Street Bus RAPID Transit Extension Project.

The RTC undertook certain remedial actions as necessary to address the contaminants encountered within City of Reno right of way and complete the Project until those efforts were impeded by physical site constraints. The City of Reno is the owner of the right-of-way and is responsible for all further monitoring, remedial and cleanup actions and related costs associated with the contaminants. As an initial remedial action, City of Reno has hired a Nevada Certified Environmental Manager to install a monitoring well in accordance with direction from the Nevada Division of Environmental Protection.

The City of Reno has requested that RTC provide reimbursement for the costs incurred to install the monitoring well.

FISCAL IMPACT

This Project is funded by Fuel Tax, Sales Tax, and Federal funds. It is included in the project budget for the Board approved FY 2019 budget. Part of the project budget includes contingencies associated with encountering underground storage tanks and other environmental issues.

PREVIOUS ACTIONS BY BOARD

- | | |
|----------------|---|
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project. |
| March 15, 2019 | Approved Interlocal Corporate Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |

- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of July 19, 2019, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, underground storage tanks, contaminated soil and possibly contaminated groundwater were identified in right-of-way owned by the CITY and located at the Southwest Corner of Virginia Street and California Avenue during the utility relocation phase of RTC’s Virginia Street Bus RAPID Transit Extension Project (the “Project”); and

WHEREAS, RTC undertook certain remedial actions during construction as necessary to address the contaminants and complete the Project until those efforts were impeded by physical site constraints; and

WHEREAS, CITY is the owner of the right-of-way and is responsible for all further monitoring, remedial and cleanup actions and related costs associated with the contaminants; and

WHEREAS, as an initial remedial action, CITY has hired a Nevada Certified Environmental Manager to install a monitoring well in accordance with direction from the Nevada Division of Environmental Protection (“NDEP”); and

WHEREAS the estimated cost to install the monitoring well is \$16,010 as reflected in the cost estimate attached hereto as Attachment 1; and

WHEREAS, CITY has requested that RTC reimburse CITY for a portion of the costs incurred by CITY to install the monitoring well.

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

1. RTC will reimburse CITY for up to \$16,010 of the actual costs incurred to install the monitoring well, including coordination, well development, initial sampling, and initial reporting to NDEP. RTC’s obligation under this Agreement shall not exceed \$16,010.

2. CITY shall submit invoices and appropriate backup monthly to RTC at accountspayable@rtcwashoe.com. RTC will pay invoices within 30 days after the receipt of the invoice and backup.

3. CITY shall be solely responsible for all activities and other costs related to the monitoring well.

4. CITY shall be solely responsible for all activities and other costs related to the contaminants, including but not limited to any further monitoring, cleanup and remedial actions required by NDEP.

5. All communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1880

CITY: John Flansberg, P.E.
Public Works Director
City of Reno
P. O. Box 1900
Reno, Nevada 89505
(775) 334-2350

6. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

8. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

9. This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

10. It is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Lee Gibson, Executive Director

CITY OF RENO

By: _____
Sabra Newby, City Manager

APPROVED AS TO FORM AND CONTENT:

BY: _____
Susan Ball Rothe, Deputy City Attorney

Attachment 1

SAMPLE



Reno Office
815 Maestro Drive
Reno, Nevada 89511

775.829.2245
www.mcgin.com

Las Vegas Office
1915 N. Green Valley Pkwy, Suite 200
Henderson, Nevada 89074

702.260.4961

June 25, 2019
Project #RENO002

City of Reno
Environmental Control
P.O. Box 1900
Reno, NV 89505

ATTN: Phil Tousignant
Environmental Services Supervisor

RE: REVISED COST ESTIMATE FOR LIMITED SITE ASSESSMENT ACTIVITIES ASSOCIATED WITH LEAKING UNDERGROUND STORAGE TANK (UST) IN CITY OF RENO RIGHT-OF-WAY, RTC VIRGINIA STREET RAPID EXTENSION, RENO, NEVADA

Phil:

Per your request, McGinley & Associates, Inc. (McGinley) is submitting this revised cost estimate for limited assessment activities associated with leaking orphan USTs encountered in the City of Reno right-of-way during Phase I of the Reno Transportation Commission (RTC) Virginia Street Rapid Extension project. This cost estimate supersedes our June 24, 2019 estimate. These assessment activities are being conducted to comply with Nevada Division of Environmental Protection (NDEP) directives.

1. BACKGROUND

In March 2019, Sierra Nevada Construction (SNC) encountered four abandoned/orphan USTs in Virginia Street during excavation for new underground utilities and appurtenances associated with Phase I of the RTC Virginia Street Rapid Extension Project. The USTs were excavated and removed by SNC on March 8, 2019. A McGinley representative was onsite to oversee field activities.

Petroleum contaminated soil was encountered during excavation of the USTs. Following removal of the USTs, the excavation was expanded to remove grossly contaminated soil and assess the extent of impacted soil. Excavation was impeded by underground utilities, geologic conditions (large cobbles and boulders) and physical site constraints. The excavation was terminated at approximately 10.5 feet below ground surface(bgs).

The release was reported to the Nevada Division of Environmental Protection (NDEP). Although the City of Reno did not install or operate the USTs, they are considered as the responsible party from a regulatory standpoint at this time since the USTs were located on property owned by the City of Reno. Following the reporting of the release, the NDEP requested additional information pertaining to the release (NDEP correspondence dated April 18, 2019). This cost estimate includes providing information requested in the NDEP's April 18th correspondence, to include a work plan for additional assessment activities.

2. OBJECTIVES

The objectives of the assessment activities described herein are as follows:

- assess the magnitude and extent of residual contaminated soil;
- determine if groundwater has been impacted by the release(s); and,
- gather information to support a No Further Action (NFA) determination.

3. SCOPE OF SERVICES

The scope of services in this proposal includes the following activities:

- meeting with NDEP and City of Reno;
- providing information requested in the NDEP's April 18th correspondence;
- preparing a work plan for installation of a monitoring well;
- implementing the work plan (well installation, groundwater sample collection, analytical testing, disposing of investigation-derived waste, prepare report);
- three quarters of groundwater monitoring (well sampling, report preparation);
- preparing an NFA request; and
- abandoning the monitoring well.

4. COST ESTIMATE

All services will be performed on a time and materials basis using our 2019 fee schedule (Attachment #1) and will not exceed \$25,000 (see table below).

Cost Estimate for Limited Assessment				
Description of Work	Unit Rate	UOM	Quantity	Total
Meet with NDEP and involved parties, prepare R-spill report, prepare work plan for additional assessment (installation of monitoring well), installation and sampling of monitoring well, waste disposal, analytical testing, prepare report)				
Project Manager	\$150	hr	10	\$1,500
Engineer	\$110	hr	24	\$2,640
Technician	\$90	hr	5	\$450
Drafting	\$90	hr	6	\$540
Administrative assistant	\$90	hr	2	\$180
McGinley equipment and supplies	LS	LS	1	\$400
Waste disposal	LS	LS	1	\$1,000
Analytical testing	LS	LS	1	\$1,500
Driller	LS	LS	1	\$7,800
Subtotal				\$16,010
Conduct three quarters of groundwater monitoring, prepare NFA request, abandon monitoring well				\$9,000
Total				\$25,010

5. ASSUMPTIONS AND EXCLUSIONS

- Well installation coordinated with other drilling in the area to minimize mobilization and demobilization costs;
- Traffic control to be provided by others (well installation and sampling to be coordinate with road construction (RTC Virginia Street Rapid Extension project)
- No additional assessment and/or remediation required by NDEP
- Only one year of groundwater monitoring required by NDEP

6. CLOSING

We appreciate the opportunity to submit this cost estimate and look forward to working with the City of Reno on this project. Should you have any questions regarding this estimate please contact Tracy Johnston at (775) 829-2245.

Respectfully submitted,
McGinley and Associates, Inc.

Tracy Johnston
Tracy Johnston, P.E., C.E.M.
Project Manager

SAMPLE

ATTACHMENT 1

McGinley 2019 Fee Schedule

SAMPLE

2019 SCHEDULE OF FEES FOR PROFESSIONAL SERVICE

Professional Fees

Staff	Rate (per hour)
Subject Matter Expert	\$250.00
Sr. 3 rd Party Review	\$200.00
Principal	\$180.00
Sr. Associate	\$160.00
Project Manager	\$150.00
Senior Professional	\$135.00
Project Professional	\$125.00
GIS Specialist	\$110.00
Staff Professional	\$110.00
Environmental Scientist	\$100.00
Technician	\$90.00
Drafting	\$90.00
Engineering Intern	\$75.00
Administration	\$65.00

Equipment

Description	Rate
Oil/water interface probe	\$50/day
Multi-Meter w/Flow Through	\$195/day
Water level meter	\$25/day
PH/Conductivity/Temp. meter	\$20/day
Dissolved Oxygen (DO) meter	\$20/day
Data logger/Transducer	\$125/day
PID/OVM	\$100/day
Generator	\$50/day
HazCat kit	\$15/sample
PetroFlag® kit	\$20/sample
Bailers	\$9 each
Level B PPE	\$500/day
Level C PPE Set	\$75 each
Level D Tyvex coveralls	\$9 each
Sampling tubes, brass	\$7 each
Submersible/Peristaltic pump	\$25/day
Variable flow purge pump	\$95/day
Air sample pump & vacuum chamber	\$25/day
Air sample bag	\$10/each
Anemometer	\$20/day
Bladder Pump Controller	\$115/day
Portable Bladder Pump	\$75/day
Powered Hand Auger	\$50/day
Non-powered Hand Auger	\$10/day
Mercury Respirator Cartridge	\$60/set
Sampling kit	\$15 each
Trimble GPS unit	\$100/day

Reimbursable

Description	Rate
Mileage	\$0.58/mile
Vehicle onsite	\$10/hour
Utility trailer	\$65/day
Subcontractors	cost + 15%
Per diem (excluding lodging)	\$55/man-day



REGIONAL TRANSPORTATION COMMISSION

Public Transportation • Streets and Highways • Planning

July 19, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Tina Wu, AICP
Senior Technical Transit Planner
Public Transportation and Operations



Lee G. Gibson, AICP
Executive Director

SUBJECT: Verizon Wireless WiFi Service Agreement

RECOMMENDATION

Approve the RTC's use of the State of Nevada contract for Verizon Wireless in the amount of \$50,180 to provide WiFi service for the RTC RIDE fixed-route and microtransit demonstration project.

SUMMARY

This agreement will allow the RTC to use the State of Nevada contract for Verizon Wireless to provide WiFi data transmittal for RTC RIDE public WiFi service; and provide automated vehicle locations (AVL) to dispatchers for both the RTC RIDE buses and microtransit vans. The WiFi service will allow passengers to use their mobile devices onboard, and the AVL system will allow dispatchers and supervisors to monitor route schedule adherences and daily operations efficiency; and provide real-time predications on arrival information to passengers waiting at bus stops. In addition, the service will transmit data such as passenger counts by stops, dwelling times, and segment running times to enable RTC staff to fine-tune route schedules and alignments by monitoring route performances and making adjustments as needed.

FISCAL IMPACT

Funding for the Verizon Wireless service is included in the Board approved FY 2020 RTC budget.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation
and Operations



Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Hearing – Fall 2019 RTC RIDE Service Adjustment

RECOMMENDATION

Approve the Fall 2019 RTC RIDE Service Adjustment, scheduled for November 2, 2019, including changes to Route 9, the Sierra Spirit/creation of temporary Route 999, and implementation of the RTC FlexRIDE microtransit six month demonstration project.

SUMMARY

Over the past year, staff conducted a series of public outreach events to discuss microtransit and other service change concepts for RTC RIDE. At these events, display boards presented route level performance along with service change objectives and concepts. The recommended service modifications are discussed in more detail below. The proposed changes to the Sierra Spirit, Route 9, and implementation of the RTC FlexRIDE microtransit demonstration project all require a public hearing per RTC Management Policy P-18 (Public Involvement for Modifications to Transit Service or Fares) to solicit public comment for any major service change defined as:

- a reduction or increase of 10% or more of system-wide service hours;
- the elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route
 - 25% or more of the route's ridership (defined as activity at impacted bus stops).

The following major service adjustments currently recommended for the November 2, 2019 service change include:

- Implementation of the Microtransit Pilot Project in northeast "downtown" Sparks currently served by Route 25 and 26.
- Reconfiguring Route 25 which will combine the current Route 25 (service to Reed High School) with the Route 26 (service to Northern Nevada Medical Center); the reconfigured Route 25 will use the current outbound line of route and end in a loop at Howard Drive, East Lincoln Way, McCarran Boulevard, Prater Way, back to the current inbound line of route.

- Expansion of the reconfigured Route 25 to add the Reed High School Tripper Service before the morning bell and following the afternoon bell, weekdays only.
- Reconfiguration of Route 9 – connecting the Lincoln Line with the Virginia Line, and extending to the south end of Kietzke Lane.
- Creation of temporary Route 999 and elimination of the Sierra Spirit.
- Continuation of timetable adjustments to continue improving travel times and on-time performance.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item. The proposed changes have been designed to be cost neutral.

PREVIOUS ACTIONS BY BOARD

February 15, 2019 Acknowledged receipt of the report on the proposed Microtransit Pilot Project.

ADDITIONAL BACKGROUND

Microtransit

The Commission received a presentation on the proposed microtransit demonstration project and service adjustment at the February 2019 meeting. As noted at that time, Microtransit is an emerging transit alternative that employs similar technology in use by Transportation Network Companies (TNCs) such as Uber or LYFT. After evaluating the potential for microtransit in the Reno/Sparks metropolitan area, staff determined that northeast Sparks, currently served by Routes 25 and 26, offered the greatest likelihood of success. The proposed microtransit demonstration pilot project will replace much of the area currently served by these two routes. Public outreach events were held in January, and again in May to explain the microtransit concept, including surveying passengers on every trip operated by the two existing routes as well as surveying participants at the two open houses. Response to the proposed pilot project has been extremely favorable. The pilot project was originally intended to be implemented in May 2019 but postponed pending change in legislation to clarify RTC's authority to operate such a service. Governor Sisolak recently signed the revised legislation into law that takes effect on October 1, 2019.

The Sparks pilot project will operate with two vehicles in an expanded service area with an expected wait time of 15 minutes or less for ride requests. The 6-month pilot should provide ample time to introduce microtransit to the community and to measure its effectiveness. The 'black' colored box in Figure 1 below, highlights the microtransit service area and the portions of Route 25 and 26 that will be replaced. A new Route 25 (Figure 2) will include portions of both routes and operate daily, every 30 minutes, along Prater Way from Centennial Plaza to McCarran Boulevard. In addition, one AM and one PM trip will serve Reed High School every weekday to Baring Boulevard and Sparks Boulevard (Figure 2 – green dashed line).

Figure 1

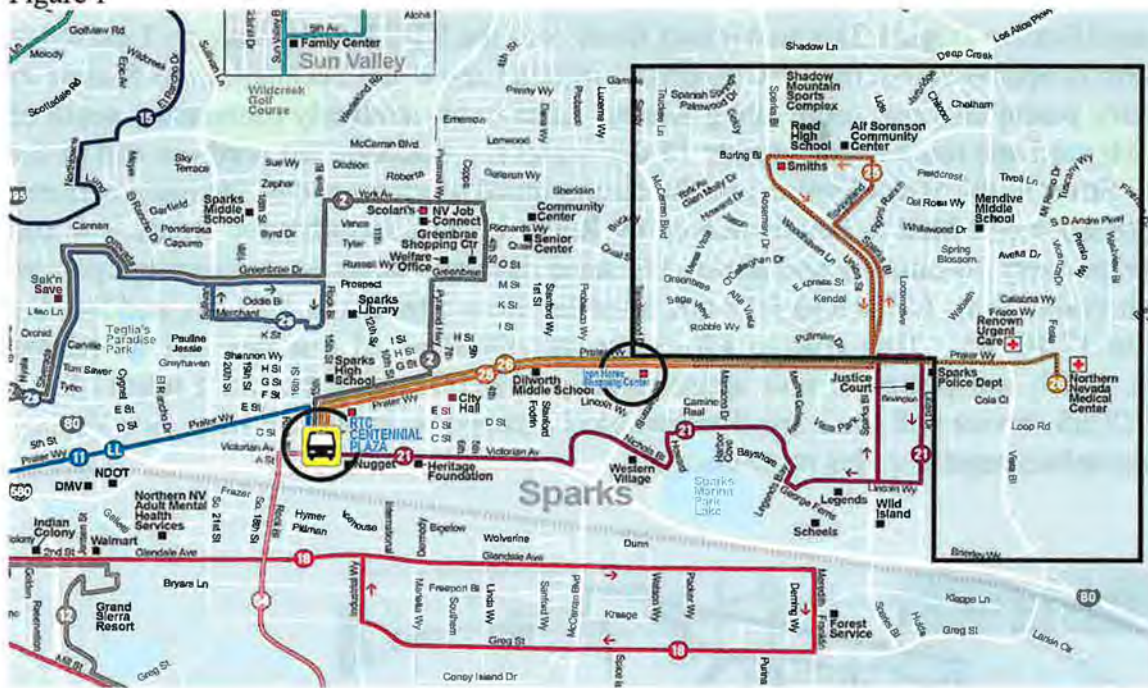
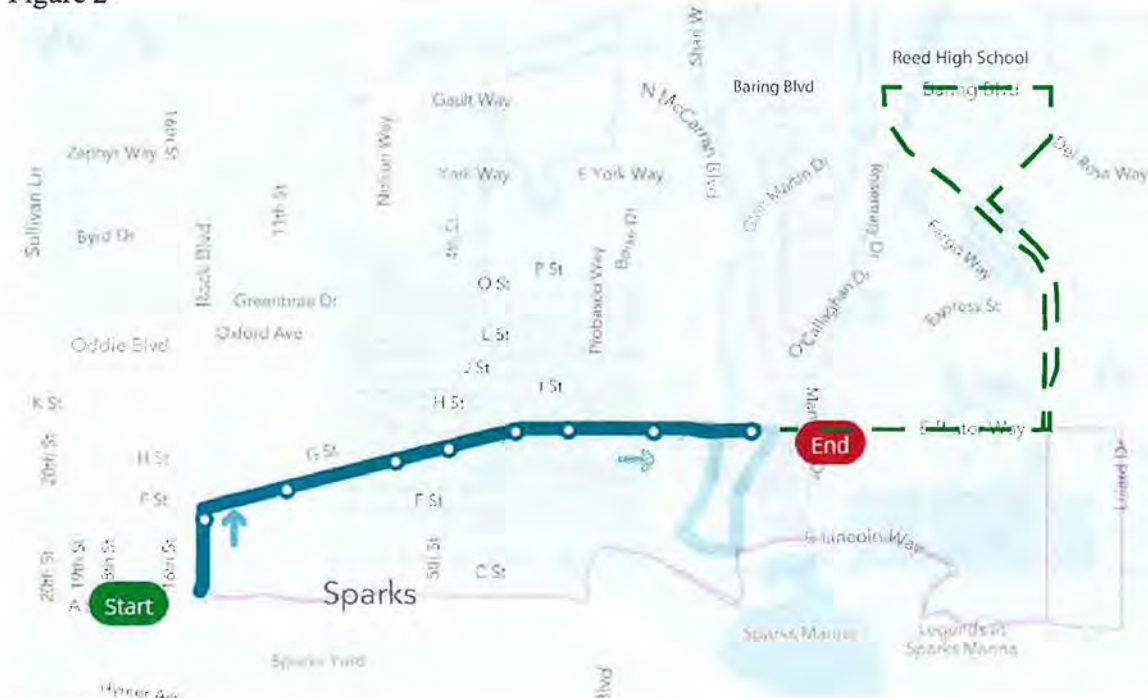


Figure 2

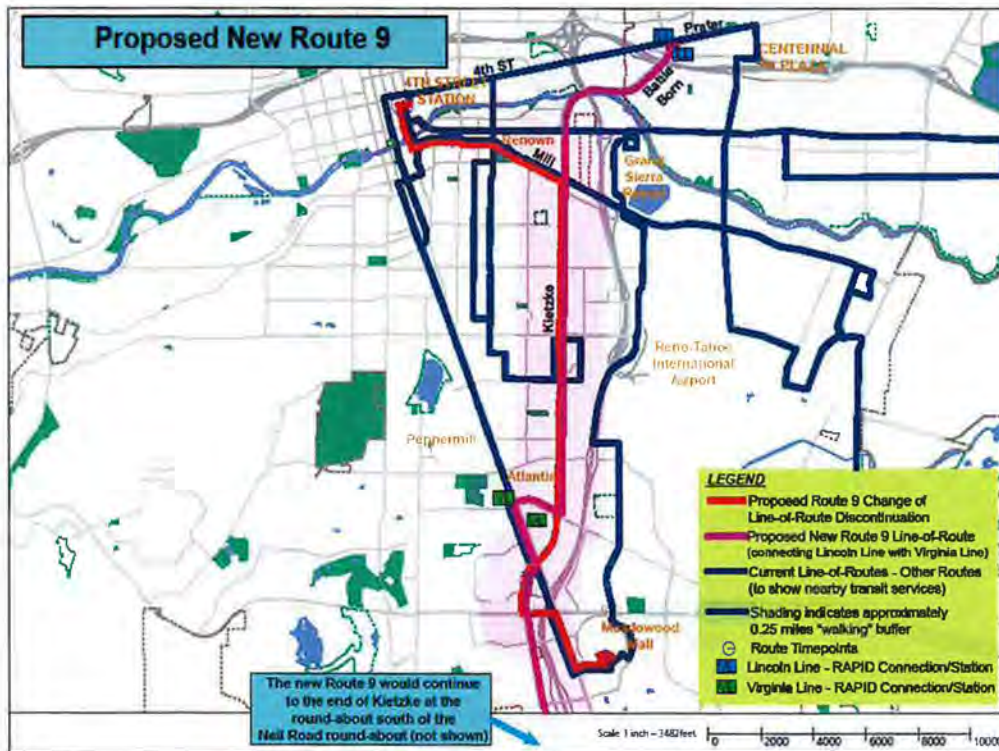


Route 9

The FY 2018-2022 Short Range Transit Plan (SRTP) (adopted by the RTC in May 2017) called for developing crossstown routes that would rely on less connections at 4th Street Station. The existing Route 9 presents an opportunity to demonstrate crossstown service with connections between the two transit stations. Route 9 currently serves Kietzke Lane between Mill Street and McCarran Boulevard with termini at 4th Street Station and Meadowood Mall. It is our 10th best performing route (37.7 passengers per revenue vehicle hour) and 9th in ridership (1,286 average weekday).

The proposed modification (Figure 3) is to connect Route 9 to the RTC RAPID Lincoln Line at the El Rancho Station in Sparks and to the RTC RAPID Virginia Line at the Peckham Lane Station in Reno. The service would continue south along Kietzke Lane to the southerly roundabout south of Neil Road/Del Monte Lane roundabout. Route 14 duplicates the discontinued northern end of the route along Mill Street to 4th Street Station and the discontinued southern end of the route between McCarran and Meadowood Mall is largely served by Route 1. The reconfigured Route 9 would continue to operate every 30-minutes and during the same days and hours as it currently operates Monday through Friday from 5:00 am to 1:19 am, Saturday from 5:00 am to 1:19 am, and Sunday from 5:21 am to 12:40 am. This change allows for the reduction of one bus and its related operating hours, which is expected to save approximately \$190,000 annually. As a result of this change, the ACCESS service will see a small incremental increase to its service area. See Table 1 below for demographics regarding this route change.

Figure 3



Sierra Spirit

Staff recommends reconfiguring the Sierra Spirit during construction of the Virginia Street BRT Project to provide better connections between the University of Nevada, Reno (UNR) and midtown. It is anticipated that this change will also serve to demonstrate the convenience of direct transit service between UNR to Mid-Town for University students, faculty, and staff in preparation for the RTC RAPID Virginia Line extension to UNR. The new, temporary service would be called Route 999 (Figure 4).

The Sierra Spirit currently loops the north end of UNR, then downtown Reno, and back to 4th Street Station. The Sierra Spirit's low ridership (399 average riders per day) and low fare (\$0.25) makes it the most costly route to operate per passenger in the system. The new Route 999 would continue to circulate through the north end of UNR but would use Sierra Street (southbound), Virginia Street (northbound) in downtown Reno, Virginia Street (southbound) and Wells/Holcomb/Center (northbound) through midtown to Park Lane. Route 999 will operate every 30-minutes from 6:00 AM to 8:50 PM weekdays, and 7:00 AM to 8:50 PM on Saturdays and Sundays. The fare for the service would be the same as the rest of the system.

Route 999 would nearly double the population currently served by the Sierra Spirit, increasing access to jobs by over 3,000 and access to about 2,500 more households. See Table 2 below for additional demographic data. The new service is estimated to increase operating costs by \$96,000 annually; however, ridership and fare revenue projections for the service exceed estimated operating costs.

Figure 4



Staff will discuss these proposed service changes and address any questions or concerns raised by the public or Commission at the Public Hearing scheduled for 9:05 A.M. on Friday, July 19, 2019.

ADVISORY COMMITTEE(S) RECOMMENDATION

The proposed service change concepts discussed above were presented to the Technical Advisory Committee and Citizens Multimodal Advisory Committee at their July 10, 2019, meetings.

Table 1:

Route 9 Added Demographic Changes:	
	Proposed Alignment:
Population:	4,304
Jobs:	7,918
Poverty:	17.6%
Minority	44.8%
Senior (65+):	17.5%
Youth (18-):	27.0%
LEP ⁽¹⁾	7.2%
with Disabilities:	16.3%
with No Vehicle:	15.4%
Households:	1,953

(1) Limited English Proficiency

Table 2:

Route 999 Demographic Changes:		
	Current SIERRA SPIRIT:	Proposed Route 999:
Population:	7,498	13,356
Jobs:	17,160	21,379
Poverty:	35.2%	32.6%
Minority	31.6%	40.3%
Senior (65+):	13.3%	11.5%
Youth (18-):	3.7%	11.4%
LEP ⁽¹⁾	5.2%	9.6%
with Disabilities:	16.2%	16.2%
with No Vehicle:	29.8%	25.5%
Households:	3,373	5,863

(1) Limited English Proficiency



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Director's Report

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
July 19, 2019 RTC Board Meeting

House Appropriations

The House passed a five-bill spending package (H.R. 3055) that included Transportation-HUD, Agriculture, Commerce-Justice-Science, Interior-Environment, and Military Construction-VA Fiscal Year (FY) 2020 appropriations. The vote was 227-194, with no Republicans voting in support of the package.

House amendments adopted include:

- An amendment for the Low or No Emission Grant Program that would increase funding by \$6 million and reduce funding for Buses and Bus Facilities Competitive Grants by the same amount.
- An amendment to increase the existing BUILD set-aside of \$15 million for planning, preparation, or design of transit, transit-oriented development, and multi-modal projects funds to \$20 million.

The Perry Amendment was not offered on the floor. This amendment would have stricken section 164 of the bill resulting in an estimated 12% cut to all transit formula apportionments by reapplying the Rostenkowski Test which would have forced an estimated \$1.2 billion cut to public transit formula funding in FY 2020. In addition, this amendment would have cut the Capital Investment Grant (CIG) guidance language from the bill.

White House Veto Threat

The White House issued a Statement of Administration Policy (SAP) with respect to the FY 2020 minibus which includes the Transportation-HUD spending measure. The veto threat names a number of the Administration's provisions of concern with respect to all bills in the package. With respect to the Transportation-HUD appropriations bill, the SAP names the CIG program; it provides:

The Administration opposes policy provisions, as well as overly prescriptive administrative provisions, that contravene the current law, regulations, and guidance of the CIG program. The Administration believes that funding allocations should be made based on defined criteria and that the directives in the bill that affect local cost share, contingency funding requirements, and pre-determination of project award selection would cause taxpayers to assume more risk for complicated, multiyear projects.

CIG Program Hearing

The House Transportation and Infrastructure Subcommittee on Highways and Transit will hold a hearing on July 16th titled, "Oversight of the Federal Transit Administration's Implementation of the Capital Investment Grant Program." Federal Transit Administration (FTA) Acting Administrator Jane Williams is expected to testify. On July 9th, FTA announced \$300 million in federal funding allocations for rail projects in Phoenix, Arizona; Los Angeles, California; and Seattle, Washington.

Senate EPW Hearing

The Senate Environment and Public Works (EPW) Committee held a hearing on "Investing in America's Surface Transportation Infrastructure: The Need for a Multi-Year Reauthorization Bill." Chairman Barrasso (R-WY) said the Senate EPW's bill will be "the most substantial highway bill ever passed by Congress." He further remarked that passing short-term extensions would "undermine...states' ability to plan" and that all highway users should contribute to the Highway Trust Fund (HTF), "That must include electric vehicles and other alternative fuel vehicles, which will become an increasing share of the cars on the road." Furthermore, the Chairman, along with AASHTO's Carlos Braceras, discussed supporting the increase and prioritization of formula-based federal funding provided to states.

Integrated Mobility Innovation Demonstration Program

FTA hosted a webinar on The Integrated Mobility Innovation Demonstration Program (IMI), a program designed to fund projects that showcase innovative and effective practices, public and private partnerships, as well as new and advanced technology in order to increase efficiency, improve safety, promote economic growth, and improve quality of life. Applications will be accepted until August 6, 2019, at 11:59 p.m. Eastern time.

The breakdown of the funding is as follows:

- MOD Sandbox Demonstration (\$8 million)
- Transit Automation (\$5 million); with \$3 million for Automated Advanced Driver Assistance Systems (ADAS) for Transit Buses and \$2 million for Automated Shuttles
- Mobility Payment Integration (\$2 million)

Applicants must be providers of public transportation, and must identify one or more strategic project partners. Applicants will be reviewed based on the following criteria: (1) project impact and outcomes; (2) innovation; (3) transferability; (4) technology transfer; (5) project approach. The primary goals of the project are to: (1) explore new business approaches and technology solutions; (2) enable communities to adopt innovative mobility solutions; (3) facilitate widespread deployment of proven mobility solutions.

Eligible applicants are public transportation agencies, state/local government DOTs, and federally recognized Indian tribes. Eligible project partners include, but are not limited to, bus manufacturers, shared-use mobility providers, automated vehicle technology providers, and universities.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 5.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and
Operations



Lee G. Gibson, AICP
Executive Director

SUBJECT: Keolis Fixed-Route Operations and Maintenance Progress Report Update for RTC RIDE Service

RECOMMENDATION

Acknowledge receipt of the Keolis Fixed-Route Operations and Maintenance progress report update for the RTC RIDE Service.

SUMMARY

In anticipation of its start-up, members of Keolis' management team attended the Canadian Urban Transportation Association (CUTA), *Transit Ambassador* five-day certification intensive customer service training program June 17-21, which was held at the RTC. RTC Customer Service Supervisor, Joel Danforth, also attended the training. This program initiated and required by RTC in its contract with Keolis, is intended to help Keolis and our transit system to create a culture of customer service by empowering employees with skills to better handle the many situations that arise when interacting with a customer. The *Transit Ambassador* program is composed of a series of training modules that address crucial topics and everyday scenarios in transit customer service. In an effort to empower staff and create a positive culture, Keolis' certified train-the-trainers will be implementing the *Transit Ambassador* program over the next several months.

On July 1, Keolis began operations of the RTC RIDE fixed-route service, with a smooth transition from the former contractor, MV Transportation. Nearly all incumbent employees remained with the RTC RIDE service, which facilitated many positive aspects of the transition. MV Transportation left the vehicles, facilities and service in good condition. Both companies gave priority to cooperation in order to create as seamless a transition as possible for their internal and external customers, and it showed. During Keolis' first week of operation they achieved 100% on time pull out, and averaged 90% on time performance missing only 6 trips (over 99.9% reliability) due to new driver unfamiliarity with the routes, unanticipated detours or due to charging.

Throughout the term of this contract, RTC staff will monitor Keolis performance with regularly scheduled meetings to discuss operations, performance, maintenance and overall service review. Additionally, Keolis is required to regularly report information to the RTC, including but not limited to, daily Revenue Vehicle status reporting, incident/accident reporting and monthly management level operational performance reporting.

With a successful and seamless transition, staff anticipates a collaborative partnership with Keolis Transit Services, and its solid understanding of the issues facing not only the RTC but also the transit industry. As requested, staff will continue to provide periodic updates to the Commission on Keolis' service performance.

FISCAL IMPACT

Funding for the first year of the operations and maintenance of the fixed-route service is included in the Board approved FY 2020 RTC budget.

PREVIOUS BOARD ACTIONS

- March 2019: Approved the agreement with Keolis Transit Services, LLC for four years plus two, three-year options, in an amount not-to-exceed \$241,980,310 for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the RTC Executive Director to execute the agreement.
- February 2019: Approved a recommendation to award a contract to Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the Executive Director to finalize a contract for approval by the Commission.
- January 2019: Acknowledge receipt and discussion on fixed-route (RTC RIDE) RFP development.
- August 2018: Approved the draft Request for Proposals (RFP) for the provision of RTC RIDE Fixed-Route Operations and Maintenance Services, incorporating ideas and suggestions received through our Industry Review efforts and direction from the Commission, into the draft RFP. Directed staff to proceed with the issuance of the RFP.
- July 2018: Acknowledged receipt of the Industry Review efforts, and provided direction to staff regarding the development of the draft request for proposals (RFP) for the operations and maintenance of the RTC RIDE fixed-route system.
- June 2018: Acknowledged receipt and discussion on RIDE driver/maintenance employee recruitment/retention progress.
- March 2018: Acknowledge receipt and discussion on public transportation at the Board Budget Workshop.
- December 2017: Acknowledged receipt of UNR's Center of Economic Research study on the Northern Nevada Labor Market and the impact on RIDE driver/maintenance employee recruitment/retention.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 7.1

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Lee G. Gibson, AICP
Executive Director

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

RECOMMENDATION

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

SUMMARY

Roadway Design:

The 100 percent design plans for the project are complete.

Early Work Utility Project:

Construction activities associated with the utility relocations within the South Virginia-Midtown segment of the project are complete.

The project team is in the process of closing out this stage of the project.

Roadway Reconstruction and BRT Project:

The RTC and Construction Manager at Risk (CMAR) executed an agreement for the construction work following approval at the May Board Meeting.

With the receipt of a Letter of No Prejudice from the FTA, roadway reconstruction in the South Virginia-Midtown segment started June 17, 2019. Work in the North Virginia-UNR segment of the project is anticipated to begin mid-2020. With these start dates, the roadway construction and BRT improvements of both segments are scheduled to be complete by the end of 2020.

Construction in the South Virginia-Midtown segment is currently taking place with the removal and replacement of sidewalk, curb, gutter, and roadway on the east side of Virginia Street between Mt. Rose Street and Plumb Lane. Northbound traffic of Virginia Street in this area has been detoured to Wells Avenue. In addition, work is occurring on St. Lawrence Avenue and Tahoe Street within the northern portion of the Midtown segment.

Outreach Activities:

A ceremonial groundbreaking of the project took place on June 28, 2019, to celebrate the start of construction. All the RTC Commissioners and several local state and federal dignitaries attended. It was a great event that helped capture the excitement of the transformation and connectivity this project will provide.

The Project Information Office located north of the Z-Bar on South Virginia Street opened this month. The Project Information Office provides a central meeting location for stakeholders and community members to come learn about the project, ask questions, and provide feedback. An Open House and Ice Cream Social was held on June 25, 2019, at the Project Information Office, inviting the public to come down and meet the project team and enjoy some free Gelato from Bibo Gelato.

Individual outreach to businesses and stakeholders in the construction areas greatly increased during this reporting period with the start of construction.

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

The project team continued bi-weekly Virginia Street Project meetings on Thursdays at 9 a.m. at The Saint in Midtown Reno to provide a discussion forum for stakeholders. By partnering with the City of Reno, Sierra Nevada Construction Inc. (SNC), local business owners, and community members, these meetings have been an opportunity to discuss how the project is progressing and listen to our stakeholders. Based on feedback from our stakeholders, the meetings will be moving to a biweekly schedule.

The RTC has also continued the weekly project-update videos that started in March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The RTC has continued community outreach and is working with City of Reno staff, and its newly formed Design Review Committee, to proceed with the final design finishes, including seating and bike racks. The Design Review Committee meets on the second Thursday of each month at The Saint, immediately following RTC's outreach meetings.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate

the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

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

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|----------------|---|
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project. |
| March 15, 2019 | Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |

- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 8.1

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Affordable Housing Study

RECOMMENDATION

Acknowledge receipt of report on the RTC Affordable Housing Study; provide direction accordingly.

SUMMARY

The Reno-Sparks region is facing a significant challenge relating to housing affordability. Public transportation is an important resource for area residents and provides access to essential services. Affordable housing in close proximity to transit routes offers improved access to services and increases transit ridership. RTC is undertaking a study to identify opportunities for the development of affordable housing in transit corridors. The study will identify potential approaches for RTC to support affordable housing in the region near transit stops. RTC is coordinating with staff at the Truckee Meadows Regional Planning Agency, City of Reno, City of Sparks, Washoe County, and Reno Housing Authority, as well as representatives of Truckee Meadows Healthy Communities initiative regarding ongoing analysis of regional housing needs.

The RTC has identified approximately eight sites with the potential to support an affordable housing development. These sites represent a mix of RTC-owned and privately-owned parcels. These sites were selected based on criteria such as vacancy, proximity to transit, and parcel size and have been presented to local agency staff and affordable housing stakeholders to receive feedback as to their feasibility in supporting development.

Once the final sites are determined, a more detailed site-specific analysis will be conducted and RTC will identify opportunities to further affordable housing development through potential use of RTC-owned property, a Joint Development opportunity with the Federal Transit Administration (FTA), or in support of initiatives by private developers or other agencies/organizations. Staff is seeking Board recommendation as to which sites to pursue for further analysis, with the goal of narrowing down the site list to three potential locations.

FISCAL IMPACT

The budget for this item is included in the FY 2020-2021 UPWP.

PREVIOUS ACTIONS BY BOARD

May 20, 2019	Approved the FY 2020-2021 UPWP
May 20, 2019	Approved the FY 2020 RTC Budget
October 22, 2018	Approved Professional Services Agreement with Wood Rodgers, Inc.
January 19, 2018	Approved Procurement for Professional Services for RTC Affordable Housing Study
May 18, 2017	Approved the FY 2018-2019 UPWP

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 9.1

TO: Regional Transportation Commission

FROM:

A blue ink signature of Lee G. Gibson is written over a horizontal line. Below the line, the text "Lee G. Gibson, AICP" and "Executive Director" is printed.

Lee G. Gibson, AICP
Executive Director

SUBJECT: Executive Director's Annual Evaluation

RECOMMENDATION

Review Executive Director Lee Gibson's performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2019 Goals and adjust compensation accordingly.

SUMMARY

In accordance with the Executive Director's employment agreement, the Commission shall review and rate his performance near the end of the RTC's fiscal year. The Commission may discuss performance, award an annual salary increase and a performance bonus of 0 to 5.0 percent of the Executive Director's current base salary. The effective date of said salary increase and/or bonus is retroactive to July 1, 2019.

FISCAL IMPACT

Funding has been included in the RTC FY 2020 Board approved budget.

PREVIOUS ACTIONS BY BOARD

There have been no previous Board actions taken on this item.

ADDITIONAL BACKGROUND

May 20, 2019: Rated agency accomplishments for the 2019 fiscal year with a performance rating of 1.5 (out of a .6 to 1.5 rating).

Attachments



MEMO

DATE: June 07, 2019
TO: RTC Board of Commissioners
FROM: Angela Reich, Administrative Services Director
RE: Lee Gibson, Executive Director Fiscal Year 2019 Performance Feedback

Greetings Commissioners,

Lee Gibson's annual performance evaluation is scheduled for the June 20, 2019 RTC Board meeting.

In order to assist you in the preparation of Mr. Gibson's annual evaluation, please find the following attached item:

- 1.) RTC Executive Director Performance Feedback Form
- 2.) Status of FY19 Goals
- 3.) Summary of outreach events and presentations
- 4.) Summary of Mr. Gibson's Compensation History

Please let me know if I can provide any additional information or answer any questions you may have.

Thank you for your time and consideration. If you have any questions, please contact me at 775-332-1056 or via e-mail areich@rtcwashoe.com.

cc: Denise Thompson, Executive Office Administrator

Enclosures



REGIONAL TRANSPORTATION COMMISSION

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RTC Executive Director Fiscal Year 2019 Performance Review Feedback

Please provide comments on the following broad based issues related to the RTC and Lee Gibson in the following areas:

1. **Leadership:**

2. **Commitment and collaboration to partnerships:**

3. **Communication**

4. Suggestions for FY20 Executive Director Goals

5. Additional comments

Executive Director FY 2019 Goals		Status to Date
I	Agency Goals	
	Continue Virginia Street RAPID Extension Project implementation, including community engagement, final design, utility relocation, and CIG grant.	Final design is complete, a construction contract has been executed, construction started on June 17th. FTA issued a funding allocation for \$40.4 million and a letter of no prejudice authorizing RTC to begin Midtown construction.
	Close out SEC; open 4 th Prater Way BRT Lincoln Line. Develop inter local coordination for the Lemmon Drive extension.	Lemmon drive RFP for design and design build services has been issued. 4th Prater Way BRT Lincoln line opened in December, SEC opened July 2018.
	Fixed route procurement process- complete the procurement process and enhance wage and benefit structure for operators; look to new innovative transit operating solutions such as micro transit; establish foundation for new technology. Create a contract structure that offers better risk management related to economic conditions, technology implementation, and service adjustments.	Fixed route procurement process is completed-Keolis was selected and awarded a contract to include enhanced wage and benefit structures; microtransit legislation passed by the Nevada Legislature; Keolis contract contains provisions to promote technology, service changes, and a better integrated planning process between RTC and its fixed route provider. RTC partnering with UNR on autonomous bus research.
	Enhance public and entity engagement in the program of projects; update Inter Local Cooperative Agreement.	ICA's updated to address the projects in each entity separately. FY 20 ICAs approved by Reno, Sparks, & Washoe County.
	Develop an internal strategic plan to deal with management succession, continuity of policy development, process improvement, and customer messaging.	Involved leadership and director team in strategic goal setting for the agency. Management succession addressed through the annual RTC Director Retreat and series of leadership meetings. Consultant services procurement for customer messaging is underway. Continuous process improvement implemented through the PIT Crew process.
II	Community Partnership Goals and Objectives	
	Affordable housing and joint development- work with the Nevada Legislature to enable RTC to use its property for public uses. Explore joint development opportunities that may arise from the Affordable Housing Study.	AB 270 passed by the Nevada legislature that makes disposal of RTC property for other public purposes (such as housing) allowable. RTC Affordable Housing Study is underway.
	Continue research partnership with University of Nevada Reno on autonomous vehicles- look at new opportunities for applied demonstrations with Center for Advanced Mobility.	RTC and UNR jointly submitted a Autonomous Demonstration Grant application;
	Collaborate with NDOT in the development of a funding plan for Spaghetti Bowl project and other NDOT initiatives in Washoe County. Amend RTP to incorporate Spaghetti Bowl improvements.	RTC executed a funding agreement with the NDOT for the Spaghetti Bowl project Phase 1 in an amount of \$30 million. RTP and RTIP amended to include Spaghetti Bowl project and funding.
	Reno Business improvement district- participate and help start up. Define RTC's role as a funding and implementing partner for the BID.	RTC executed its funding agreement with the Reno BID; close coordination occurs between BID staff and RTC 4SS staff on a variety of human service issues.
III	RTC Board Assigned Goals	
	Take direction and adjust goals as needed throughout the year.	The need for micro transit legislation was discovered late in the session and this was accomplished.

RTC July 1 2018 - June 30 2019 FY Outreach Report

YEAR TOTAL: 213

Month	Total	Day	Organization or Event	Topic		
JULY	17	2	Stakeholder Update Meeting	4th Street/Prater Way BRT Project		
		2	Rotary Club - Midtown	Virginia Street BRT Extension Project		
		4	Star Spangled Sparks Fireworks Show	Free Transit Event Shuttle		
		6	SouthEast Connector Grand Opening Event	SouthEast Connector		
		9	Nevada State Transportation Board	RTC Projects Update Presentation		
		12	Midtown Merchants Association Board of Director's Meeting	Virginia Street BRT Extension Project		
		12	NAIOP Leadership Meeting	Virginia Street BRT Extension Project		
		13	Rededication of Jerry L. Hall Transit Maintenance Facility	Ceremony event		
		16-19	Congressional Meetings in Washington, D.C.	I-11 and Virginia Street BRT Extension Project		
		17	FTA Quarterly Meeting	Virginia Street BRT Extension Project and 4th/Prater Project		
		23	Sparks City Council Meeting	Program of Projects Presentation		
		25	Reno City Council Meeting	Program of Projects Presentation		
		25	Talk with the Transit Planner	Transit planning		
		26	Newcomers and Neighbors Club of Northern Nevada Meeting	RTC overview presentation		
		26	NAIOP Transportation Coalition	RTC Update Presentation		
		26	City of Sparks Leadership Team	RTC Update Presentation		
		30	Stakeholders/Business-owners meeting	Virginia Street BRT Extension Project		
		AUGUST	18	1	RTC Technical Advisory Committee (TAC) Meeting	
				1	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
				2	Community Outreach - The X First Thursdays Event	Virginia Street Project Outreach
8	Vision Zero Task Force Meeting					
10	UNR Construction and Engineering Presentation			Career Information, Project Updates, RTC Internship Opportunity		
15	Midtown business owner meeting with Michael & Sons Jeweler, N			Virginia Street Project Outreach		
15	Meeting with South Virginia Plaza Retail Center Merchants			Virginia Street Project Outreach		
20	Midtown business owner meeting with Michael & Sons Jeweler			Virginia Street Project Outreach		
20	Community Meeting at Reno City Hall			Public Outreach for Center/Sierra Bicycle Alternatives		
21	Nevada Economic Development Conference			The Long and Winding Road to Transportation Funding, Lee Gibson panelist		
22	Reno City Council Meeting			Center/Sierra Bicycle Alternatives Analysis, Interlocal Cooperative Agreement		
23	Talk with the Transit Planner ride along on RTC RIDE			Transit planning		
23	City of Reno Urban Forestry Commission			Virginia Street Project Update - Landscaping Plan		
23	Transforming Virginia Street Construction Kick-Off Block Party			Virginia Street Project Outreach		
24	Meeting with Continental Association			Virginia Street Project Outreach		
26	Newcomers and Neighbors Club			RTC Update		
SEPTEMBER	32	1-3	Shuttle for Best in the West Nugget Rib Cook-Off	Community Transit		
		4	Virginia Street Start of Construction Media Day	Virginia Street Project Outreach		
		4	Senior Fest at Reno Town Mall	RTC Transit Outreach		
		4	Door-to-door outreach to announce new temp. parking spots	Virginia Street Project Outreach		
		4	City of Reno NAB 3 Meeting	Vassar Street improvements		
		5	RTC Technical Advisory Committee (TAC) Meeting			
		5	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting			
		5	Michael & Sons Jewelry/Morgans Lobster Shack/City of Reno Ele	Virginia Street Project Outreach		
		6	City of Reno NAB 1 Meeting	Plumb Lane Improvements outreach, Virginia Street Project		
		6	Carriage Stone Apartments Residents Meeting	Virginia Street Project Outreach		
		7	RSCVA Meeting	Virginia Street Project Outreach and Interbike Conference		
7	Junkee Barbecue Event to highlight access on Virginia Street	Virginia Street Project Outreach				
8	Ward 3 Community Meeting	RTC Update, SouthEast Connector, Virginia Street Project				
8-9	Great Reno Balloon Race	Event Park-and-ride Shuttle				
10	UNR Construction and Engineering Presentation	Career Information, Project Updates, RTC Internship Opportunity				
11	ADA Transition Plan Stakeholders Meeting	ADA Outreach				

ATTACHMENT A3

	12	Rocky Mountain West Pavement Preservation Conference	RTC Pavement Preservation Presentation
	13	Construction Team Lunch at MarCHJY's in Midtown	Virginia Street Project outreach
	13	Midtown District Reno Merchants Association Board Meeting	Virginia Street Project outreach
	13	Midtown District Reno Merchants Association monthly mixer	Virginia Street Project outreach
	14	Nevada League of Cities & Municipalities 2018 Conference	RTC Overview presentation
	17	ADA Transition Plan Update Meeting with MV Transportation Drive	ADA Outreach
	19	Midtown business support program meeting at Polo Lounge	Virginia Street Project outreach
	19	ADA Transition Plan Community Open House	ADA Outreach
	22	18 Around Midtown Event	Virginia Street Project outreach
	22	SouthEast Connector Bike Path Dedication	Bicycle Community outreach
	23-26	APTA Annual Meeting	RTC Staff Presentations and Industry Peer Networking
	25	Reno Access Advisory Board Meeting	ADA Outreach
	26	Midtown Business Owners Safety/Security Meeting	Virginia Street Project outreach
	27	October event planning meeting with Midtown Business Owners	Virginia Street Project outreach
	28	Nevada Chapter APWA Fall Conference Presentation	
	28	Talk to the Transit Planner	Transit planning
OCTOBER	14	4 Door-to-Door Midtown Business Outreach	Virginia Street Project outreach
	5	American Planning Association Membership	4th Street/Prater Way Technical Tour
	10	Walk to School Day at Whitehead Elementary	School/Traffic Safety Outreach
	10	Reno Sparks Indian Colony Mock Press Conference	RTC participation
	11	Construction Team Lunch at Thai Chili in Midtown	Virginia Street Project outreach
	11	Midtown Business Grand Opening Event at Rue Bourbon	RTC participation to support Virginia Street Project
	15	Reno Rotary Club	RTC Update
	16	Nevada Safety Summit Conference	Northern Nevada Vision Zero Initiative Presentation
	18	Builders Association and Infrastructure and Planning Meeting	Virginia Street Project outreach
	23-25	DC Briefings with Congressional Members/Staff and FTA Officials	Federal Priorities and Projects
	24	Mentoring UNR Engineering Capstone Class	Oddie Pedestrian Bridge Group
	25	Tastes and Treats of Midtown at South Virginia Plaza	Virginia Street Project outreach
	30	Northern Nevada Small & Minority Business Opportunity Day	RTC participation
	31	Trunk or Treat Event	Public transit outreach
NOVEMBER	15	6 Election Day Free Transit	Community Free Transit Event
	7	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
	7	RTC Technical Advisory Committee (TAC) Meeting	
	7	Meeting with KOLO TV	Pedestrian Safety/Vision Zero outreach
	7	Meeting with Reed High School officials	Pedestrian Safety/Vision Zero outreach
	8	Midtown Merchants Board Meeting	Virginia Street Project outreach
	8	Midtown Merchants Association Mixer	Virginia Street Project outreach
	11	Veterans Day Free Transit	Community Free Transit Event
	15	Construction Team Lunch at El Adobe in Midtown	Virginia Street Project outreach
	26	Vision Zero Walking Surveys - Midtown	Vision Zero outreach/Pedestrian safety
	27	Vision Zero Walking Surveys - Downtown Sparks	Vision Zero outreach/Pedestrian safety
	28	Vision Zero Walking Surveys - West 4th Street	Vision Zero outreach/Pedestrian safety
	28	OPTUM Health Winter Wellness Fair for seniors	Booth to promote RTC RIDE, ACCESS and SMART TRIPS outreach
	29	Oddie Wells Design Project Meeting	Oddie Wells community outreach
	30	Vision Zero Walking Surveys - University District	Vision Zero outreach/Pedestrian safety
DECEMBER	9	5-6 Stuff A Bus Food Drive for Food Bank of Northern Nevada	Community Outreach
	5	Mentoring UNR Engineering Capstone Class	Oddie Pedestrian Bridge Group Education Outreach
	6	Virginia Street Project Community Meeting	Project update for business owners - Virginia Street Project
	8-21	12 Merry Days of Midtown Promotion	Virginia Street Project outreach
	11	12 Merry Days of Midtown Cookie Delivery Outreach to Professionals	Virginia Street Project outreach
	14	4th Street/Prater Way Project/Lincoln Line Grand Opening Event	Community Outreach
	21	Midtown Holiday Event	Virginia Street Project outreach

ATTACHMENT A3

	31	New Year's Eve FREE Safe RIDE	Free community-wide public transportation
JANUARY	10		
	4	Construction Communications Outreach Webinar	Virginia Street Project Webinar Presentation
	22	Free coffee/donuts outreach event at Jelly Donut	Virginia Street Project Outreach
	23	The Chamber Alliance Economic Update	RTC information booth, Virginia Street, Transit, upcoming projects
	24	City of Reno Midtown Art Outreach Event at Craft	Virginia Street Project Outreach
	24	RRIF TAC Meeting	Engineering/Traffic Outreach
	24	ISSA Slurry Systems Workshop in Las Vegas	Presentation about RTC Pavement Preservation Program
	25	Talk to the Transit Planner	Public Transportation Outreach
	26	Service Change/Microtransit Open House at Centennial Plaza	Public Transportation Outreach
	28	Mentoring UNR Engineering Capstone Class	Oddie Pedestrian Bridge Group Education Outreach
	29	Service Change/Microtransit Open House at 4th Street Station	Public Transportation Outreach
FEBRUARY	13		
	1	Transportation NV Electric Bus Forum	Public Transportation Outreach
	5	Information Booth at Reno State of the City Community Engagem	Vision Zero Outreach
	6	RTC Technical Advisory Committee (TAC) Meeting	
	6	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
	7	NAB 1 Meeting	Virginia Street Project Outreach
	11	Mentoring UNR Engineering Capstone Class	Highland Ranch Parkway Signal Group Education Outreach
	21	RTC Update Presentation	Nevada Legislature State Senate and Assembly Growth and Infrastructure Committees
	22	Talk to the Transit Planner	Public Transportation Outreach
	22	Midtown business owner outreach meeting	Virginia Street Project Outreach
	22	Seniors Day at Nevada Legislature	Electric bus display and outreach showcasing travel training program
	27	Presentation at Reno City Council Meeting	Virginia Street Project Outreach
	26	Infrastructure Technology Day at Nevada Legislature	RTC presentation about autonomous vehicle technology
	28	RRIF TAC	
MARCH	20		
	1	Nevada Transportation Disparity Study Public Meeting	Transportation Public Outreach
	2	Booth at Rue Bourbon Mardi Gras event	Virginia Street Project Outreach
	5	City of Reno NAB Meeting	Oddie Wells Project Outreach
	6	RTC Technical Advisory Committee (TAC) Meeting	
	6	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
	6	ACT/RTC Committee Meeting	Update of Program of Projects for 020
	13	Presentation at Reno City Council Meeting	Virginia Street Project Outreach
	14	ASCE Project of the Year awarded for 4th Prater Project	4th Street Prater Way Project Outreach
	16-20	APTÀ Legislative Conference and DC Briefings with Congressmen	Federal Priorities and Projects
	17	RTC St. Patrick's Day FREE Safe Ride	Free Transit Event
	20	Nevada Moves Week Walk to School Day	School safety, pedestrian safety, bicycle safety outreach
	21	Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach
	21	RTC Exec. Dir. Lee Gibson Presentation to ASCE	RTC Overview Presentation
	21	RTC Oddie Wells Meeting Flyer Distribution along Oddie Wells co	Oddie Wells Project outreach
	26	EnviroLution	Sustainability tour and pedestrian safety info presented to students
	26	South Meadows Multimodal Transportation Study Public Meeting	Public Outreach Meeting
	28	Oddie Wells Public Meeting	30% Design - Oddie Wells Project Outreach
	28	RRIF TAC	
	28	Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach
	28	EnviroLution	Sustainability tour and pedestrian safety info presented to students
APRIL	17		
	3	RTC Technical Advisory Committee (TAC) Meeting	
	3	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
	4	Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach
	10	Reno Sparks Leadership Presentation	RTC Update, SMART TRIPS, Pavement Preservation, Vision Zero, 4th/Prater and Virginia Street Outreach
	11	Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach

ATTACHMENT A3

	11	Transforming Local Government Conference Bus Tour	4th/Prater, Virginia Street Project, Electric bus Outreach
	17	Reno Sparks Chamber Business Roundtable w/ Sen. Rosen	RTC Projects Update
	17	Mentoring UNR Engineering Capstone Class	Oddie Pedestrian Bridge Group Education Outreach
	18	Senator Cortez Masto tours Midtown	Virginia Street Project Outreach
	22	Earth Day Free Transit Event	Sustainability
	23	Reno Access Advisory Board Meeting	Mill Street Complete Streets Improvement Presentation
	23	Reno Access Advisory Board Meeting	Oddie Wells Project Outreach
	24	Sun Valley Transportation Improvement Project Community Meeting	Sun Valley Project Outreach
	25	Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach
	27	Kids on Big Rigs Event	Electric bus display
	28	Mentoring UNR Engineering Capstone Class	Highland Ranch Parkway Signal Group Education Outreach
	30	DC Briefings with Congressional Members/Staff & FTA Officials	Federal Priorities and Projects *Briefings through May 3, 2019
MAY	28	1 Older Americans Month Opening Ceremonies	Informational Booth
		1 RTC Technical Advisory Committee (TAC) Meeting	
		1 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
		1 NDOT Safety Management Plan Meeting	RTC participation
		2 UNR Study Pop-Up Meeting	Planning outreach
		2 UNR Study Walking Audit	Planning outreach
		2 Ward 1 NAB Meeting	California/Keystone Project Outreach
		3 UNR Study Walking Audit	Planning outreach
		7 Nevada Transportation Conference	Vision Zero Presentation
		8 Sparks Consolidated 19-01 Project Community Meeting	Engineering outreach
		8 Nevada Transportation Conference Presentation	4th/Prater and Virginia Street Projects Presentation
		9 Virginia Street Project Weekly Community Meeting	Virginia Street Project Outreach
		10 RE/MAX Professionals Meeting	RTC Overview Presentation
		13 RTC Bike Fix-It Station	Bike Week outreach
		14 Reno Consolidated 19-01 Project Community Meeting	Engineering outreach
		14 Virginia Street Meeting with Continental Association	Virginia Street Project Outreach
		14 Federal Transit Project Panel	Lee Gibson was a panalist on the Value Capture, Transit-Oriented Development and Public Transportation Projects panel in DC with keynote speaker K. Jane Williams
		15 Virginia Street Project Door-to-Door Outreach for businesses and	Virginia Street Project Outreach
		16 Historic Resources Commission Historic Preservation Awards	4th Street/Prater Way and Virginia Street Midtown Oral Histories Project
		16 EDAAW Board of Directors Meeting	RTC Update
		19-22 APTA Mobility Conference	RTC Staff Presentations and Industry Peer Networking
		20 Oddie Wells Lesson at High Desert Montessori School	Oddie Wells Project Outreach
		23 Virginia Street Project Bi-Weekly Community Meeting	Virginia Street Project Outreach
		23-24 Stuff A Bus for Seniors	Donation Event
		28 Reno Access Advisory Committee	Bus Stop Improvement and Connectivity Program Update
		29 Optum Rise and Shine Senior Wellness Fair	Vision Zero Information
		29 Fall service change outreach event	Public Transit Outreach
		30 Fall service change outreach event	Public Transit Outreach
JUNE	22	4 City of Reno NAB 3 Meeting	Vassar Street Improvements
		4 North Valleys Developer's Summit with Reno Councilwoman Web	Virginia Street Project Update
		4 UNR/Dementia Friendly America-Nevada Walk with Me	Event Participation
		5 RTC Technical Advisory Committee (TAC) Meeting	
		5 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting	
		5 Reno City Council Meeting	RTC Quarterly Update and ICA FY 2020 Presentations to Reno City Council
		5 Door-to-door flyer distribution for California Keystone Project	California/Keystone Project Outreach
		5 Vision Zero Task Force Meeting	Pedestrian Safety
		7 US Senator Jacky Rosen Latino Leaders Roundtable	Transportation Issues
		13 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
		13 Virginia Street Project Bi-Weekly Community Meeting	Virginia Street Project Outreach
		17 Virginia Street Project Information Office Hours and Media Tour	Virginia Street Project Outreach
		17 WCSO Community-Based Career Exploration camp	Public Transportation Outreach

ATTACHMENT A3

18 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
19 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
20 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
20 Virginia Street Project Bi-Weekly Community Meeting	Virginia Street Project Outreach
24 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
25 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
26 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
27 Virginia Street Project Information Office Hours	Virginia Street Project Outreach
27 University-Area Transportation Study Public Meeting	
28 Virginia Street Project Start of Construction Transformation Event	Virginia Street Project Outreach

Summary of Lee Gibson's Compensation

Effective Date	Increase Amount	Annual Salary	Bonus	Average staff increase	
9/28/2009	NEW HIRE	\$193,003.20	0%		0%
9/28/2010	0%	\$193,003.20	0%		0%
9/28/2011	0%	\$193,003.20	0%		0%
9/28/2012	0%	\$193,003.20	0%		0%
				*BU	**NBU
7/1/2013	3%	\$198,785.60	0%	1.12%	3.61%
7/1/2014	3%	\$204,755.20	0%	2.05%	3.49%
7/1/2015	2%	\$208,852.80	0%	2.61%	3.83%
7/1/2016	4%	\$217,206.91	0%		4.04%
7/1/2017	3%	\$223,723.12	0%		3.92%
7/1/2018	2.50%	\$229,316.26	3%		3.97%
7/1/2019					5.18%

*Bargaining Unit(s)

**Non-Bargaining Units

Commissioners can award an annual salary increase and/or a performance bonus of 0 to 5.0 % of Executive Director's current base pay

Possible Bonus Amounts	
1%	\$2,293.16
2%	\$4,586.33
3%	\$6,879.49
4%	\$9,172.65
5%	\$11,465.81

June 25, 2019

Via Electronic Mail lgibson@rtcwashoe.com

Lee Gibson
Executive Director
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502

Re: **Executive Director Evaluation**

Dear Mr. Gibson:

By signing below, please acknowledge personal receipt of this notice that the Regional Transportation Commission, at its Commissioners' Meeting scheduled for July 19, 2019 at 9:00 a.m., will undertake an annual evaluation of your performance as Executive Director, and in that process, the Commission may consider your professional competence and may take administrative action related to your compensation.

Sincerely,



Dale E. Ferguson

Dale E. Ferguson

DEF/clk

RECEIPT

Lee Gibson acknowledges personal receipt of written notice of the foregoing as of June 25th, 2019.



Lee Gibson



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 9.2

TO: Regional Transportation Commission

FROM: 

Lee G. Gibson, AICP
Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 19, 2019

AGENDA ITEM 10

TO: Regional Transportation Commission

FROM: 
Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt