

Location:



RENO TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 10:00 A.M., Friday, July 21, 2023

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Regional Transportation Commission Great Room 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 Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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

3. Approval of Agenda (For Possible Action):

4. Consent Items (For Possible Action):

- 4.1. Minutes
 - 4.1.1 Approve the draft meeting minutes from the 6/16/2023 Board meeting. (For Possible Action)
- 4.2. Reports
 - 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
 - 4.2.2 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

- 4.2.3 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)
- 4.3. Planning Department
 - 4.3.1 Approve funding for Transportation Alternatives Set-Aside (TA Set-Aside) projects for the federal fiscal year 2023-2024 cycle in the amount of \$1,605,000. (For Possible Action)
- 4.4. Engineering Department
 - 4.4.1 Approve a contract with DOWL, LLC to provide traffic analysis and design services related to the North Valleys North Virginia Street Capacity Project, in an amount not-to-exceed \$1,509,982. (For Possible Action)
 - 4.4.2 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Pyramid Highway/Sparks Boulevard Interchange and Connector Improvements Project. (For Possible Action)
 - 4.4.3 Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno for the reimbursement of the cost of specialized multi-use path maintenance equipment, in an amount not-to-exceed \$190,000. (For Possible Action)
 - 4.4.4 Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for the reimbursement of the cost of specialized multi-use path maintenance equipment, in an amount not-to-exceed \$190,000. (For Possible Action)
 - 4.4.5 Approve a contract with Kimley Horn & Associates, Inc., for design and optional construction management services for the Buck Drive Circulation Project, in an amount not-to-exceed \$511,164. (For Possible Action)
 - 4.4.6 Approve a contract with CA Group, Inc., for professional services for the Lemmon Drive Traffic Improvements and Resiliency Project NEPA and design, in an amount not-to-exceed \$5,583,739. (For Possible Action)
 - 4.4.7 Approve a contract with Wood Rodgers Inc., for the preliminary and final design of the Downtown West Fourth Street Project, in an amount not-to-exceed \$741,480. (For Possible Action)
 - 4.4.8 Approve Amendment No. 4 to the Professional Services Agreement (PSA) with Atkins North America Inc., for additional engineering during construction services needed in connection with extending the contract performance period for the Sky Vista Parkway Rehabilitation Project, in the amount of \$40,000, for a new total not-to-exceed amount of \$2,500,173. (For Possible Action)
 - 4.4.9 Authorize staff to return \$708,938.32 of federal funds to the Nevada Department of Transportation (NDOT) for certain costs that the Federal Highway Administration (FHWA) considers ineligible for federal participation on the Arlington Avenue Bridges Replacement Project. (For Possible Action)

5. Discussion Items and Presentations:

- 5.1. Presentation regarding final summary of discussions and actions at the 82nd (2023) Session of the Nevada Legislature. (No Action Required)
- 5.2. Quarterly report from Keolis Transit Services, LLC regarding fixed-route operations and maintenance performance measures. (No Action Required)
- 5.3. Approve the Verdi Area Multimodal Transportation Study. (For Possible Action)

6. Reports (Information Only):

- 6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - No action will be taken.
- 6.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - No action will be taken.
- 6.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - No action will be taken.

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

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

9. Adjournment (For Possible Action):

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 6/16/2023

RECOMMENDED ACTION

Approve the draft meeting minutes from the 6/16/2023 Board meeting.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:01 A.M.

June 16, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Alexis Hill, Vice Chair, Washoe County Commissioner
Hillary Schieve, Mayor of Reno
Devon Reese, Reno City Vice Mayor
Mariluz Garcia, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Darin Tedford, Deputy Director of NDOT**

The regular monthly meeting, held in the 1st Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC INPUT

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

Mr. Damien Cole, local resident in Ward 1, discussed a connectivity plan for micromobility that he's been working on over the last year. He brought color handouts for all Commissioners showing various streets downtown, which have been marked/highlighted showing areas of concern.

Ms. Dee Ann Radcliffe, life long Reno resident and 50+ year Verdi resident. I was on the Verdi Citizen Advisory Board back when it first started with the Circulation Plan. When the properties were annexed there were a lot of promises that were made. Unfortunately, as the development came through, the City of Reno did not hold to the standards and promises that were made. I would like to see positive changes, specifically regarding South Verdi Road, which is very narrow and mostly unlined. There was a frontage road that was promised in the Circulation Plan and I would like to see safer conditions for biking and cars.

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

Chair Lawson called on Bill Thomas, RTC Executive Director, to call up Mark Schlador, RTC Facilities and Fleet Maintenance Manager for a special acknowledgement on behalf of the employees of Keolis that work to keep our ride system operational.

Mark Schlador, RTC Facilities and Fleet Maintenance Manager, as part of our periodic maintenance on our fleets, we call in a third part inspector to come inspect a percentage of the buses to see where we are and how maintenance is being performed. Last weekend, RIDE, which is operated by Keolis, had

30 buses inspected and all 30 buses passed with no out of service violations. This has not happened in at least the last six years. This kind of audit is not by accident. This is the entire team coming together and buying into a quality control project and everyone doing their jobs efficiently.

I want to introduce Phil Pumphrey, General Manager of Keolis, Mike Bradshaw, Maintenance Manager, Shad Breckel, Assistant Maintenance Manager and the entire Keolis Team at Villanova from the mechanics to the bus washers to the parts people, to the people cleaning the floors. They all came together to make this happen. I wanted to extend my thanks and RTC's thanks for a job very well done.

Phil Pumphrey, Keolis General Manager, I have the highest respect for both Mike Bradshaw and Shad Breckel, both professionally and personally with their abilities in the shop. We had 60 dedicated technicians in the parts court that helped make this happen. Shad has been with us 3.5 years and Mike has been working with the RTC for 29 years this year and he's been head of management for 23 years. We are recognizing this accomplishment by giving everyone in the shop a \$500 bonus check. We are very excited for this great audit finding and thank you again for your faith in us.

The Board Commissioners took a photo with the staff.

Item 3 APPROVAL OF AGENDA

Bill Thomas, RTC Executive Director stated he would like to pull Item 6.2, the Verdi Multimodal Plan, and move it to the July meeting. We have some additional information we want to include in the document and we needed time to do that.

On motion of Vice Chair Hill to move to approve with changes, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that the agenda for this meeting be approved.

Items 4 CONSENT ITEMS

Commissioner Reese would like to pull Item 4.4.4, Arlington Avenue Bridges Project.

4.1 Minutes

4.1.1 Approve minutes from 5/19/2023 Board meeting. (For Possible Action)

4.2. Reports

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

4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

4.2.3 Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)

4.2.4 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

4.2.5 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)

4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

4.3 Planning Department – (For Possible Action)

4.3.1 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2026:

- David Giacomini (reappointment)
- Paul Hewen (reappointment)
- Kelly Orr
- Eric Ammerman
- Juan Manuel Martinez
- Judy Kathleen Stanfield (partial term)

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

- Ryan Bernadett
- Michael Gawthrop-Hutchins
- Moses Mckeague
- Panah Stauffer

4.4 Engineering Department

4.4.1 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 7 project, in the reimbursement amount not-to-exceed \$960,000. (For Possible Action)

4.4.2 Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000. (For Possible Action)

4.4.3 Approve an Interlocal Cooperative Agreement with the City of Sparks for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000. (For Possible Action)

4.4.4 Authorize staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method. (For Possible Action) – *Pulled from Agenda for discussion*

4.4.5 Approve a Professional Services Agreement (PSA) with Atkins North America, Inc., (Atkins) for design and optional engineering during construction services for the Vista Boulevard and Prater Way Intelligent Transportation System (ITS) Project, in an amount not-to-exceed \$421,800. (For Possible Action)

4.5 Executive, Administrative and Finance Departments

4.5.1 Approve a contract with KOLO-TV for the continued production of The Road Ahead with RTC television segments for the next four years, in an amount not-to-exceed \$192,000. (For Possible Action)

4.5.2 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2023, 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 in the Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT). (For Possible Action)

On motion of Commissioner Reese, seconded by Vice Chair Hill, which motion carried unanimously, Chair Lawson ordered that Consent Items 4.1 through 4.5 be approved with the exception of Item 4.4.4 to be discussed.

Item 4.4.4 Arlington Avenue Bridges Project, Dale Keller, RTC Engineering Director came up to answer any questions.

Commissioner Reese, as I understand it, this is the authorization for the delivery method, which is the use of a construction manager at risk (CMAR). I want to understand two things. One, is who is going to be included in the selection process for the CMAR, and two, who are the persons or entities and what input will you gain from other regional bodies and staff?

Dale Keller, the CMAR process is part of the Arlington Avenue Bridge projects to look at exploring alternative delivery methods. We anticipate this to be a two year construction season project. We find a qualified contractor that we select based on qualifications, who will help us deliver this project and get it done in one construction season. This will minimize impacts to Wingfield Park, the Downtown Special Events that occur, and overall to the community. This is the reason we'd like to go with the approach of a CMAR.

On the selection committee, we are going to be following the Nevada Department of Transportations process, and what they call the Pioneer Program Guidelines. It's not new, but it is unique, and we have used this at RTC on a few of our jobs, i.e. the Southeast Connector being one of those jobs, and on both of our BRT projects that we did on Midtown and Virginia Street. This is unique when we have complicated projects that have multiple different risks, and it's a great way to manage those. As for the selection committee, we'll be looking for partnerships with our State and Federal partners, as well as with the City of Reno.

Commissioner Reese, the CMAR delivery method does seem to be the best one currently. I want to make sure you understand, from the City of Reno's point of view, that the Arlington Bridges are an incredibly important stretch of bridge way section. The impact will be felt undoubtably by Reno residents who are going to be without a better part of Wingfield Park, Art Town uses the park every summer, which means for that year, we're going to have to find new homes for those folks. So, the fact that you are identifying the delivery method that will deliver it in one construction season, that really matters to us.

Dale Keller said we see this as a value to complete in one construction season from RTC staff and City of Reno staff. I cannot promise we can get this done in one construction season, but this will give us the ability to explore this to find a way to get it done.

On motion of Commissioner Reese, who moved to approve Item 4.4.4 as presented by staff, seconded by Vice Chair Hill, which motion carried unanimously, Chair Lawson ordered that Item 4.4.4 be approved.

Item 5 PUBLIC HEARING

- 5.1. Conduct a public hearing on proposed service changes to RTC RIDE and RTC REGIONAL CONNECTOR, beginning on or after September 9, 2023, as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document; approve the service changes. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

Jim Gee, Service Planning and Innovation Manager for RTC, presented a short presentation on the proposed route changes for this coming September. First and foremost, we're not changing any line routes, this is a change purely in frequency and we're increasing service. Under our Board Policy, any changes in hours or frequency over 25% must go to the Board and must go through a Title VI Analysis. Both of these changes are over 25%. We are able to increase this service because of Keolis and their hard work and the increase in the number of drivers we have. These changes are proposed to be effective September 9th.

Route 16 is our Idlewild Park route and we are changing the frequency from every 60 minutes to every 45 minutes. For the customer point of view, that would be a 34% increase in service. I would note when we talked to our customers and asked them what they want in terms of transit service, the No. 1 answer is always increased frequency, so we're happy to be able to deliver that.

Route 56 is the service that connects Meadowood Mall to the Walmart on Damonte Ranch and S. Virginia Street. This route will change during mid-day from every 60 minutes to every 30 minutes, which will be a 26% increase in frequency. This has been an item requested by passengers for quite some time, especially due to the DMV location and job growth in the area. I would note that this same area is also slated for our next FlexRIDE expansion, so when I come back next year and talk about route changes and FlexRIDE, we're also going to look at straightening this route so we can gain some better economies on the fixed route side, to help support the FlexRIDE side.

Route 11 and 12 have really been impacted this last summer due to ridership and construction. So, we are dedicating extra buses to those two routes, especially to resolve some of the issues that we've had.

Vice Chair Hill thanked Jim for his and the teams work. I think this is what our community is asking of us. They want to see more frequent service and hopefully we can get more ridership due to having a more reliable bus system. I really appreciate you doing this and I'm looking forward seeing the FlexRIDE in South Reno, that will be amazing.

Commissioner Schieve asked where exactly do we get that data, and are you pulling it from the App? I think that could help us to focus or not focus on where we don't need to focus so much.

Jim Gee, the App data comes specifically from the App developer. They share with us all of the data in terms of usages, what routes are being requested and the times. We also have a number of different data sources from different Apps. We receive data from Token Transit in terms of where people activate their passes. We have data from on-time performance from the CAD/AVL system. Basically, we have a lot of different data sources that we mesh together in order to develop our schedules.

Commissioner Schieve would like to see an update on the progress and usage of the App.

Jim Gee said the App usage has doubled over the last year. As we start pushing out the information at the bus stop level, which we're in the process of doing now, that will continue to build that App usage.

Chair Lawson asked if anyone from the public wished to speak on this item? Seeing none, we'll bring it back to the dais and I'm looking for a motion.

On motion of Commissioner Schieve to approve, seconded by Vice Chair Hill, which motion carried unanimously.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

6.1. Approve RTC Management Policy P-64, Street and Highway Program. (For Possible Action)

Dale Keller, RTC Director of Engineering, presented a slide show and spoke on the management policy. This management policy represents how the RTC staff administers the Street and Highway Program to the local jurisdictions that we serve. The original Street and Highway Policy was established in 2001 and last adopted in 2005. The Commissioners past and present have fostered this regional approach to how we administer the program, which allows the equitable distribution in funding to various entities of our governments, in a manner which benefits all residents of Washoe County.

The purpose of the policy update is to document our current standard practices between RTC and the local jurisdictions, to ensure fair and equitable spending of our limited funding sources, which is our fuel tax, as well as any of the State or Federal dollars that we do receive.

As you'll see more detail in Item 6.3, the Street and Highway policy update does align and supports the agencies Strategic Roadmap and Strategic Goals. In particular, Goal No. 2, where we talk about enhancing RTC's roles and anticipating and meeting future transportation needs, this approach directly aligns with what we are looking to accomplish in this policy update.

Projects within the Street and Highway Policy fall in three different types of categories, which are roadway projects, traffic operations projects and pavement preservation projects. RTC coordinates with local jurisdiction staff on every major phase of projects, including planning, programming and project delivery.

This has been an ongoing effort with our partners for over two years to make this happen, and Doug Maloy, RTC Engineering Manager, has played a key role in the development of the policy.

Commissioner Reese, asked how does this policy address how we move roads into or out of being regionalized.

Dale Keller, this policy is more of our capital improvement delivery system. If it is a regional road, or there is an opportunity for us to say this is the direction of the RTC Board, we are happy to go do it and follow this policy with it.

Bill Thomas, RTC Executive Director, the real meat of the conversation of what is and isn't regional, comes up through the RTP when we update it. That is where we have to make the tough decisions with the resources, and where do we collectively want to put the money, and what issues do you want to address. There will be a forum coming up in the next year to focus on that.

On motion of Commissioner Reese to approve, seconded by Vice Chair Hill, the motion carried unanimously.

6.2. Approve Verdi Area Multimodal Transportation Study. (For Possible Action) – *Pulled from meeting and moved to July Board*

6.3. Acknowledge receipt of the RTC Strategic Roadmap for FY 2024 and provide input and direction regarding next steps. (For Possible Action)

Bill Thomas, RTC Executive Director, introduced Erica Olsen with OnStrategy, who will be discussing this item, which is a formalization of the Board Retreat. We want this document to become a tool that is valuable to us and the Commissioners, and is something we can share with the community, so they understand why we are doing what we do. This is a work in process and there will always be opportunity to add and adjust.

Erica Olsen, gave a presentation and brief walk through of the updated roadmap. This is the second year of this plan and the update that we're looking at today is based on the March Board Retreat feedback.

We created a vision board from the work we did at the retreat. We're calling it a vision board to give a bit of direction around what you all value in the network experience. This plan is great and it has fantastic icons and pictures in it, but it only matters if we use it for decision making. This is intended to be the quick sheet for decision making and for those big conversations that will be forthcoming. This is also intended to be a touchstone on a monthly basis as we are moving through the decision making.

The four goals and outcomes that we are proposing based upon your feedback are:

1. Public Transportation expanding access and reach for all transit riders.
2. Enhancing RTC's role in anticipating and meeting future transportation needs by successfully continuing delivering high-impact projects.
3. Improve our community's network experience.
4. Finance and organizational stewardship.

We are looking for an adoption of the Road Map. We have an Active Management Process to use this plan to manage the specific details and projects that are supporting all of these outcomes. Our quarterly score card will be coming to you in August, which will be the reflection of last year's performance.

Vice Chair Hill, I do think the Board has roles in some of these and we're not called out as being responsible. Any time that you think the Board should be engaged in supporting the work, especially in our jurisdictions, we should be working together on ways that we can support each other through our jurisdictional work.

Commissioner Reese, there were a number of concerns raised about the maintenance related issues. How do we figure out the outcomes and meet the goals of Goals 2 and 3. How do we measure safety and micro-mobility? On Goal 2, how do we measure goals or outcomes that are related specifically to maintenance concerns. How do we maintain the roads we have and who is paying for them? On Goal 3, how do we measure commute times and public interaction times? We have not yet found ways to measure specific outcomes, therefore, how do we as a Board hold ourselves accountable if those goals are not reached?

Bill Thomas, RTC Executive Director, just to elaborate on that particular issue, what you are going to find, and we're not there yet, is the next item is the actual list of goals for next year. As we get to that I'll talk about the maintenance issue, but what you're describing is exactly what we're trying to achieve to get ourselves to the best place possible, so we're all on the same page.

Commissioner Schieve said the one thing I don't see is the Truckee River and the connectivity to the River. I look at that as something that could be a great way for people to embrace transportation and interact with the River.

Commissioner Garcia asked what do you envision the score card to be? Will it be something presented quarterly?

Bill Thomas, stated at a minimum we would plan to do a presentation to the Board. This is a new tool and it's evolving, so one of the anchors to this is trying to take what we started and adjust it to what your desires are. We would probably do it as a report verbally the first few times, then it may become more of a consent item, so you can look at it and see if we're tracking.

Commissioner Garcia, what would you say in retrospect to the first iteration to now, what do you think this Board brought to the envisioning session earlier this year that was maybe an evolution or a theme or trend? Something that has changed from last year to this year? I just like to have the context.

Erica Olsen, last year we did not coalesce around a vision. So that in and of itself is new, nor did we ask that question either to be fair. The last retreat and the last cycle of this process we picked very specific strategic issues. It is feeling more coalesced right now and the process is super multilayered. In this organization, it's even a bit more complicated because there are existing important plans of records that this strategic roadmap intends to sort of harmonize. The danger of that is that we're over-simplifying. Yes, things need to be simple, but sometimes this is over-simplifying. This process isn't as nice and neat as some of the other jurisdictional processes because of those existing plans and records like the RTP, the TOPS Plan, and the way the Capital Plan is structured. What I think is really cool about this is that we do have a set of agreed upon "priorities" that also start to reflect the Board's direction and acknowledge the connection to the very important work in those central plans for the organization.

Bill Thomas said we will be giving each of you of laminated version of the vision board and summary of goals, so as we go forward, we can ask if this is aligning with what we said we want to get done. Sustainable maintenance wasn't there before this Board had the retreat. The bike network has a little more clarification of what we're trying to achieve, which is not necessarily individual things, but to create a bike network as a goal. I'd also say the Truckee River and Downtown connection is new. Those weren't there before this Board weighed in on its desires. I think the other ones are kind of refinements of what was already in motion.

Commissioner Garcia made a motion of acknowledgement of the RTC's Strategic Roadmap, which was seconded by Commissioner Schieve, the motion carried unanimously.

6.4. Approve the RTC Goals for Fiscal Year (FY) 2024 (July 1, 2023 to June 30, 2024). (For Possible Action)

Laura Freed, RTC Administrative Director, as Ms. Olsen and the Executive Director were just discussing, Item 6.4 flows nicely from Item 6.3. Item 6.3 is your strategic roadmap and Item 6.4 is the actual 26 items the agency will achieve in the next fiscal year, upon which we will be rated.

I am happy to answer any questions on the 26 items, and the requested action is to approve the RTC list of goals for FY2024.

Bill Thomas, I'd like to highlight a couple of these items and remind you that this is a learning process for all of us on how all of these pieces fit together. Just because something is not here as a goal,

doesn't mean we aren't working on it. As Laura said, these are the ones we are laying on the table and asking you to agree with, or concur, or add to, so when we come back in a year we can ask did we achieve these 26 items? These items aren't all we're going to do, but these are the ones we feel at the best set out for the valuing the effectiveness of the organization.

I'd like to highlight a couple on this list. One of them is to start the design of the Sun Valley Boulevard Improvements, which is a project that we started years ago and was partially done and then put on hold for the balance. We are planning to move that one forward to get to the place where we can then move towards implementing the project. The other one in terms of completion next year, is to complete the Oddie Wells Corridor Multimodal Improvement. If we can complete that I think we will be ahead of schedule, perhaps by a year. In addition, Sky Vista Parkway Widening and Rehabilitation in the North Valleys is a goal to get done next year. We have the design of the Reno Downtown Micromobility project as a goal. That is first and foremost up front. It's hard to make that one solely on us, because it involves partnerships with our regional partners. We also will have a new item, the Regional Freight Plan, which is looking at moving freight within our community. NDOT just completed a study that looked more at moving it through, but this will be within our community. It brings it down to more of a local level of moving freight, which we hope will help us make better decisions and help our regional partners understand the importance of different routes for our economy. We also have completion of the Active Transportation Plan, which is one you've heard a lot about and does have to do with micromobility, but also bicycle, pedestrians and all things not cars. Our goal is to have that complete next year.

As far as the Public Transportation PTO Operations, I wanted to highlight expanding the South Transit Improvements which were talked about today in terms of FlexRIDE as an objective we want to complete. Also, a real focus on the Spanish First Campaign highlighted in the plan. We have consciously made the decision, with the Boards direction, to focus on the TOPS Marketing Plan and that sub-element of what the recommendation was, so that will be a top priority for us.

As far as the Executive Department and the things I'm specifically going to help our team lead is analyzing local and regional maintenance needs. We're looking at doing a study with our regional partners to focus and hone in on coming back with a report to you to say here is what we discovered. Here's the world of transportation, here's the maintenance success, here's the maintenance failures, and what are some options in dealing with gaps or desires to do things differently.

We'll also be completing a climate study of the Agency, which came from my performance evaluation. The proposals are due on the 23rd of June and the plan is to move very quickly on that, because we know it's important to the morale of the organization.

Lastly, this is kind of a new and different program that I'm hoping you will agree with and consent to, where we really want to strategically have a conversation with regional partners about a coordinated effort to look for Federal earmarks. Federal Funds that are guaranteed because they can come to a very specific project and really focus on local needs. In other words, the local needs that are often frustrating because when you come to RTC and say, "can you go do these local things?", often we can't, because our funding doesn't allow it or we're just not set up to do it. The idea here would be to make a strategic change in how we do business and find money from other sources that can address the gaps at the local level for maintaining roads.

Those are the ones I wanted to highlight, but certainly this will be a great time if you see something that you question or if there is something that is missing, we can explain whether it should be on there or whether it can't be and hopefully answer your questions on this list.

Commissioner Garcia, I have the Vision Board side by side with this document and one category on the Vision Board that I don't see represented on the second document is safety. Can you help me identify the pedestrian safety or the ones that link up to that particularly?

Bill Thomas, I want to assure you that every project we do, safety is the top priority. The safety focus, for example, on Sun Valley Boulevard is a project that really isn't related to road capacity or necessarily just rehabilitation. That one is going to be very heavily focused on pedestrian and bicycle safety. Laced within these projects, Oddie Wells would be one that we could similarly say was really a safety drive project, as opposed to capacity.

Vice Chair Hill, I don't know if the Board would be on board with this, but since RTC has been playing such a role in the convenings we've been having with regional partners at connecting transportation solutions for Tahoe, and really trying to meet the needs for that destination and reduce vehicle miles traveled, if that could somehow be reflected in your Executive and possibly eventually the RTP, we can have more specific discussions about what studies would look like under that and how we can partner. I know you're already doing it, but I think it would be good if we highlighted and discussed our role in that, if the Board would be comfortable with that.

Bill Thomas, I guess we would be looking for consent and we can come back for further definition. We'll need to have some conversations, so that expectations can be lined out. Certainly, part of this conversation is to get the sentiment of you collectively on where we should be spending our time and energy.

Commissioner Reese, I am inclined to support Vice Chair Hill's request. It's an important component of our regional transportation system that has been, quite frankly until Ms. Hill has taken it up, it really has been overlooked for a long time. For my part, yes, I see that as being something that can be added to this list.

I want to ask a very specific question about No. 15. It says "Identifying implement methods to enhance contractor and employee morale". This is something very important and was at the top of mind as we sat through our retreat. I think we want to be more engaged with our employees and contractor employees and there is an artificial gap or barrier between us. I want some of that to be lessened. For example, we had this great conversation about the work that went into ensuring our buses were operational, but we didn't have any of the maintenance people here. It's hard to celebrate their accomplishment, when they weren't here, and that tells me there is a little bit of a disconnect. It would have been great if a few of them could have been here and quite frankly sometimes they don't want the public recognition, but when we're going to take a picture up front, it should be with the people doing the work too.

Commissioner Schieve, a nice touch would be for us to go visit them in their workplace. I don't know if you have a Director of Awesomeness or Culture, but it would be really nice to see one. I think COVID changed us and people sometimes need flexibility to work from home. We want people to love what they do, but it needs to be something where it's a work/life balance instead of work/work. Thank you and good job.

Chair Lawson, the only thing I would suggest is for No. 25, is that we should look at a Grant Writer to work with the different entities. I know you meet with Sparks quite often, I assume you also do with Washoe County and City of Reno. Maybe we could direct you to specific projects that we need, where there might be Federal funding earmarked out there. We've had some pretty good success with our Grant Writer just recently. She's more than paid for herself.

The only other think I'd add is for us to come back quarterly and look at these and see where we are in the process. This is a one-year plan. I don't know if you can accomplish every bit of it, but at least we'll know where we are and where we need to put more emphasis. A quarterly report, similarly to what we are doing with Keolis, where everyone knows we're on the same page would be beneficial.

On motion of Commissioner Schieve to approve the RTC Goals for FY24, seconded by Vice Chair Hill, which motion carried unanimously.

Item 7 *REPORTS (Informational Only)*

7.1 **RTC Executive Director Report**

1. One of our longest-tenured employees, Doug Maloy is retiring next month after serving our community for nearly 25 years. On behalf of everyone at the RTC, thank you Doug. A video was played at this time for Doug Maloy.
Doug has led numerous road improvements since he joined the RTC in 1999. The Moana Lane Widening Project, the design of the Virginia Street BRT Extension Project, and his oversight of the annual Pavement Preservation Program are just a few. Doug's strength, leadership, knowledge and wisdom will be missed by all. His last day is July 13th. We wish him all the best in retirement.
2. I would also like thank Lauren Ball. Lauren's last day at the RTC was last Friday. She recently accepted a job with MJT Consulting. They do a lot of work with the RTC, so we'll see her around. Lauren served as our Public Information Officer for more than five years. As most of you know, she gave birth to a baby girl in March and her new role allows her to spend more time at home with her two kids. We wish her the best of luck.
3. I would like to welcome two new employees to the team. Jessica Dover started her new job as a project manager in the Engineering Department on May 22nd. She had been a Senior Project Manager with the City of Fernley where she worked on roadway capital projects and the Pavement Preservation Program. Garrett Rodgers started June 5th – also as a Project Manager. He comes from NDOT where he oversaw construction of several projects in Northern Nevada as an Assistant Resident Engineer.
4. Last month, some of our staff worked with Vontas to upgrade the software for the Transit App. The software and data is used for tracking RIDE vehicles to provide more reliable information to our customers. The Transit App is free to customers to plan, track and pay for their trip on RIDE and FlexRIDE. Since we launched the app, passenger usage has increased by 94 percent – with more than 13-hundred active users.
5. Starting next month, we'll make some improvements to the way people can submit written public comments. In order to streamline the process, we will ask that people email their comments to rtcpubliccomments@rtcwashoe.com We think this will be very helpful for people who live in our community and for the RTC staff who organize these meetings. People can also call 775-335-0018 to leave public comment through voicemail.
6. We have four public surveys happening until June 30th. Walk and Roll Truckee Meadows is our Active Transportation Plan – The Transit-Oriented Study of South Virginia Street looks at ways to develop that corridor from Meadowood Mall to the Summit Mall – the Downtown Reno Micromobility Project looks at improving downtown for cyclists, pedestrians, and scooter riders – and we're looking for feedback on the upcoming Arlington Avenue Bridges Project. We're looking forward to the results of those surveys.
7. In just a few weeks, we will celebrate Independence Day. On the Fourth of July, the RTC will provide free transportation on the Lincoln Line and Route 11 for "Star Spangled Sparks", starting at 4 pm.

8. On July 6, we will provide free transportation on the Virginia Line in conjunction with the Midtown “Dancing in the Streets” event from 3:30 pm to midnight. Free rides are also available for ACCESS passengers for anyone requesting service to both of these events.
9. John Moss is the Keolis Driver of the month. John has worked as a bus operator for RTC Ride since January of 2006. John is very down-to-earth and approachable guy. His co-workers are very fond of him and say it’s a pleasure to work with him. John’s professional mannerism and relaxed temperament translate into his customer service skills. John has been married for 30 years and has 6 children...and he’s quite the musician. He plays the guitar, bass, mandolin, and fiddle. He also plays in a church band at Crosswinds in Sparks.
10. Andy Briswalter is the MTM Transit Employee of the Month. Although Andy started driving trucks and farm machinery at the age of 10 on the ranch in Texas, he has been driving safely for us for the last 13 years. He has a passion for helping people, loves to drive, and his passengers frequently compliment him. Outside of work, Andy enjoys hiking and martial arts, and he’s a freelance surveyor.

7.2 RTC Federal Report

Bill Thomas, RTC Executive Director, there is one item I’d like to touch on. You’re probably all aware of the Debt Limit Bill being resolved and moving forward for the next two years, and it does have an affect on terms of funding moving forward. It does not call back transit or local government funding. It will call back the Surface Transportation Block grant, which is also known as the Highway Improvement Program Funds allocated by the Corona Virus Response and Relief Supplemental Appropriation Act. This agreement will mean less funding for FY24 appropriation bills and cuts between 1% and flat line are expected. We don’t see any immediate effects right now for our programs, but going forward we do know that the results of this act are probably going to adjust in some ways the availability of funding and what funding is out there. As far as I know, it hasn’t affected the IIJA, which is a key bill that influences transportation projects. If you would like more information, we can look into it, or we can have our Federal Consultants, who are very up to speed, talk to you if you feel like there is more in-depth information that you would like.

7.3 NDOT Director Report

NDOT Deputy Director Darin Tedford gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- Washoe County Traffic Safety
- Vulnerable Road User Requirements
- Mt. Rose Highway Turn Lane/Shared Use Path
- I-580 Reno Reconstruction
- I-580 South Reno Resurfacing
- Improving Incline Village Highways

The NDOT website shows detailed information on road closures, lane closures and delays for reconstruction and resurfacing.

Upon conclusion of Deputy Director Tedford’s report, Chair Lawson asked if the Commissioners had any questions.

Vice Chair Hill said she wanted to say Thank You on behalf of the Incline and Crystal Bay constituents and they are very excited to have those roads repaired.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

There were no commissioner announcements.

Item 9 PUBLIC INPUT

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

Mr. Damien Cole, local resident in Ward 1, discussed the challenges that we face toward making a micromobility network now compared to the 19th Century. I have so many ideas and I would love to stay in contact with everyone and talk individually. I have an entire connectivity map that I have put together that I can walk people through.

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:41 a.m.

ED LAWSON, Chair
Regional Transportation Commission

****Copies of all presentations are available by contacting Michelle Kraus at mkraus@rtcwashoe.com.**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
McCarran Boulevard & Pyramid Way Fiber Connectivity	July 10, 2023
Las Brisas & Los Altos Resurfacing	July 26, 2023
<u>Request for Proposals (RFP)</u>	
Project	Due Date
Regional Travel Characteristics Study (re-solicitation)	July 21, 2023
Regional Transportation Plan Update	July 28, 2023

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
N/A			

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

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

Project	Contractor	Contract Amount
LCP Tracker Software	LCP Tracker	\$34,150
Specialized Legal Services	Porter Group, LLC	\$83,000
eBuilder PMIS Software Program	SPV Associates, Inc., dba OnIndus	\$100,000

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N/A					



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Xuan Wang, Senior Technical Planner

SUBJECT: Advisory Committees Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

The CMAC and the TAC met on July 5, 2023 and July 6, 2023, respectively. Each committee elected a new Chair and Vice Chair for a one-year term, and recommended Funding for Transportation Alternatives (TA) Set-Aside Projects for the FFY 2023-2024 Cycle.

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

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team developed a draft study report. The project will be presented at the July Board meeting for approval.</i>	
Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Survey closed at end of June. Public workshops were held on 6/5/23. Compiling results from outreach.</i>	
Active Transportation Plan	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Survey and interactive map closed at end of June. Focus group meetings also held in June. Compiling results from outreach. Project TAC meeting held July 18.</i>	
Regional Freight Study	
Marquis Williams, Project Manager	N/A
<i>Status: Proposals received; selection consensus meeting to be held July 24. Contract scheduled to be awarded September.</i>	
RTC Website Update	
RTC Graphics Team	https://www.rtcwashoe.com/
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	

ONGOING PROGRAMS

Data Collection Program	
James Weston, Project Manager	N/A
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i>	
<ul style="list-style-type: none">• <i>Data collection paused for summer and will resume after school is back in session.</i>• <i>Summary reports received for initial collection sites.</i>	
Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i>	
<ul style="list-style-type: none">• <i>Safe Streets and Roads for All (SS4A) application for East 6th Street improvements submitted.</i>• <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i>• <i>Transportation Alternatives applications recommended for approval by RTC Advisory Committees and will be presented at the July Board meeting for approval.</i>	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Tentative meeting in August</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

4th Street/Woodland Avenue Roundabout	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-and-woodland-avenue-roundabout/
<i>Status: The roundabout construction began in March with the construction of the retaining wall. Construction will continue throughout the summer.</i>	

Buck Drive Circulation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/
<i>Status: Kimley Horn is the selected firm for the design and construction engineering services. Preliminary design will start at the end of this month.</i>	

Geiger Grade Realignment	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/
<i>Status: Access and Circulation study is underway. RTC is in preliminary analysis stage of restarting the project. Evaluation of the procurement method for traffic, design, and environmental services is underway.</i>	

Kietzke Lane ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/
<i>Status: The consultant began design of the project in June 2023.</i>	

Military Road Capacity & Safety	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/
<i>Status: Project kick-off has occurred with City of Reno. The consultant design team is proceeding with topographic survey, investigation of existing conditions, and traffic analysis.</i>	

N McCarran Boulevard & Pyramid Hwy Fiber	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/
<i>Status: Bidding period for the construction contract closed on July 10, 2023. Construction is expected to begin in late summer or early fall.</i>	

North Valleys North Virginia Street Capacity	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/
<i>Status: The project is underway with early scoping and schedule items.</i>	

Pembroke Drive Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/
<i>Status: NCE was the selected design consultant and the team is started the preliminary design. Construction is tentatively scheduled for spring 2025.</i>	

Pyramid Highway Intelligent Corridor	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/
<i>Status: The consultant is in the process of procuring necessary software for system functionality. Fiber installation design is nearing 90%. Testing of software is expected to occur in the fall.</i>	

Pyramid Way, Sparks Boulevard, Highland Ranch Interchange	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/
<i>Status: Finalizing scope of services and beginning fee negotiations with consultant for the preliminary design and engineering services associated with the Pyramid Way/Sparks Blvd/Highland Ranch Interchange and Connector Improvements.</i>	

South Meadows Traffic Enhancements	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<i>Status: Right-of-way acquisition and NDOT permitting is ongoing. The project is scheduled to advertise for construction bids in early July.</i>	

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Ongoing coordination with NDOT and City of Reno. 90% design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled to start in spring 2024.</i>	

Sparks Boulevard – North Phase	
Garrett Rodgers, Project Manager	SparksBLVDproject.com .
<i>Status: Project design will continue to advance with final design anticipated for late summer 2023. Utility relocations are being evaluated to ensure project improvements are not in conflict.</i>	

Sparks Boulevard – South Phase	
Amanda Callegari, Project Manager	SparksBLVDproject.com .
<i>Status: Complete and proceeding with closeout.</i>	

Steamboat Parkway Improvement	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start in Spring 2024.</i>	

Traffic Management – ITS Phase 4	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Project construction is substantially complete. Minor punch list and construction closeout tasks are still in progress.</i>	

Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/
<i>Status: Design is nearing 100% and easement acquisitions are underway. Construction to begin in the fall.</i>	

Traffic Signal Modifications 23-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

Traffic Signal Modifications 24-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<i>Status: The interlocal cooperative agreements have been approved and executed by Reno, Sparks, UNR, and RTC. The notices to proceed were issued on July 3rd, and this project is now underway.</i>	

Veterans Parkway ITS	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/
<i>Status: HDR has been selected as the design consultant for this project. Fee and scope negotiations are currently in progress.</i>	

Veterans Roundabout Modifications	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/
<i>Status: PSA Approved May 2023 RTC Board mtg. Project Kick off to be conducted June 2023.</i>	

Vista Boulevard/Prater Way ITS	
Garrett Rodgers, Project Manager	https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/
<i>Status: Preliminary design is ongoing through fall 2023.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The 60% design is complete. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	

Keystone Bridge Replacement	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/
<i>Status: In April, the RTC Board approved a Professional Service Agreement with Parametrix, Inc. The project kickoff meeting was held in June 2023.</i>	

Lemmon Drive Traffic Improvements and Resiliency	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: A professional services agreement for final design and environmental services with the selected firm is included in the consent agenda for July 2023 Board approval. RTC was awarded a \$25M RAISE Grant!</i>	

Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The 60% design is complete and the 90% design submittal is due in October. The right-of-way acquisition process has begun. Coordination with utility companies is on-going. Outreach with adjacent business owners and with Reno Sparks Indian Colony continues.</i>	

Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<p><i>Status:</i></p> <p><i>Landscape installation on Phase 1 (Pyramid Way to Sullivan Lane in Sparks)</i></p> <p><i>Finishing installation of Storm Drain and concrete work on the northside of Oddie Blvd on Phase 2 (Silverada Blvd to east of US 395 in Reno). Paving operations were completed the first week of July between Sullivan Ln and Silverada Blvd. Construction activities have begun on the southside of Oddie Blvd and are expected to be completed by the end of September.</i></p> <p><i>Construction activities on Phase 3 and 4 started after July 4th.</i></p> <p><i>Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i></p>	

Sierra Street Bridge Replacement	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/sierra-street-bridge-replacement/
<i>Status: Coordination with utility companies has begun. A kick-off meeting is scheduled for July 10, 2023.</i>	

Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Construction activities are ongoing. This project is anticipated to be complete this fall.</i>	

West Fourth Street Downtown	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/
<i>Status: A revised PSA with Wood Rodgers is being presented to the Board for possible action.</i>	

West Fourth Street Safety	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/
<i>Status: Design has started and a kickoff meeting with NDOT environmental was held. Initiated contact with Union Pacific Railroad for potential ROW impacts.</i>	

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse. No progress on this in recent months.</i>	

PAVEMENT PRESERVATION PROJECTS

2023 Bridge Maintenance	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-bridge-maintenance/
<i>Status: Design is underway and currently plan to go to construction in the Fall.</i>	

2023 Corrective Maintenance (Neil Road, Lear Boulevard, & Greg Street Intersection)	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-corrective-maintenance/
<i>Status: 100% design comments are being addressed and the project will advertise July 11.</i>	

2023 Preventive Maintenance Program	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/2023-preventive-maintenance-program/
<i>Status: Project is well underway. Weather had some impact early on but the contractor is now on schedule with the exception of striping which was particularly hard hit by evening thunderstorms.</i>	

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: Construction continues throughout the summer.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: Construction began on June 12 and will continue for approximately 10 weeks.</i>	

California Avenue at Newlands Terrace Rehabilitation	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/california-avenue-at-newlands-terrace-rehabilitation/
<i>Status: Project is well under way with the contractor making good progress on the sidewalk and ADA improvements. That work is nearing completion on the north side of California.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: The Contract for this Project was awarded to Granite Construction. Construction began on May 8, 2023 and will continue for approximately 12 weeks.</i>	

Las Brisas and Los Altos Resurfacing	
Jessica Dover, Project Manager	https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/
<i>Status: This project is scheduled to Advertise in July 2023. Construction is scheduled to commence in August 2023 with an allocated 45 working days under the Contract.</i>	

N Virginia Street University Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/
<i>Status: Design has reached the 50% milestone with 90% design anticipated in late August.</i>	

Raleigh Heights Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/
<i>Status: Lumos and Associates, Inc., begins preliminary design and thirty percent design is scheduled to be submitted in March 2023. Construction is tentatively scheduled for March through August 2024.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: DOWL (former Farr West Engineering) is the selected team for the design. 90% design plans are underway. Construction is tentatively scheduled for spring 2024.</i>	

Stanford Way Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/
<i>Status: 50% design is complete. Coordination with City of Sparks and affected utility companies continues. Construction is anticipated for Spring 2024.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Construction was substantially completed the second week of July. Roads are open with no restrictions.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: This project is on hold due as a result of ongoing coordination with City of Reno.</i>	

Peppermill BRT Station	
Ian Chamberlain, Project Manager	https://www.rtcwashoe.com/engineering-project/peppermill-brt/
<i>Status: The construction is ongoing throughout the summer.</i>	

Virginia Line BRT Improvements	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/
<i>Status: 30% design is complete. Coordination with City of Reno, FTA, and affected utility companies continues in advance of the 60% design submittal in August. NEPA re-evaluation of the original Virginia Street Bus Rapid Transit Extension project is underway including Tribal consultation.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Steamboat Parkway Widening	RC Willey Home Furnishings	\$145,374.00	\$0.00

CONTRACTS UP TO \$100,000

Project	Vender	Scope	Amount
Arlington Avenue Bridges	Avenue Consultants, Inc.	CMAR Procurement Support	\$60,974.00
eBuilder Project Management Software Utilization & Optimization	SPV Associates, Inc. dba OnIndus	FY24 Master Services Agreement	\$100,000.00
Geiger Grade/Toll Road Extension	Headway Transportation, LLC	Traffic Analysis	\$25,000.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for background and discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

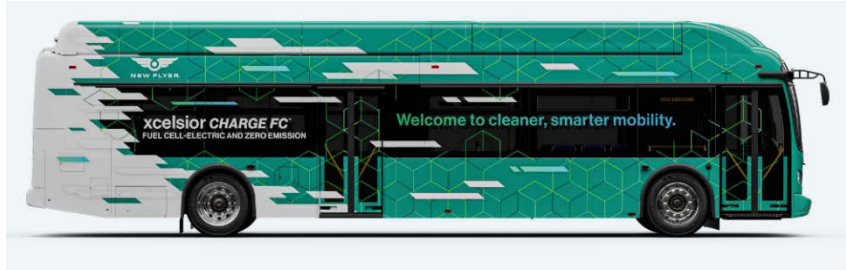
There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights

RTC Awarded \$8.78 Million for Hydrogen Fuel Cell Buses and Infrastructure – On June 26, the Federal Transit Administration publicly announced the award of \$8.78 million in grant funding to the Regional Transportation Commission to support the purchase of 6 hydrogen fuel cell buses and the expansion of RTC's hydrogen fueling infrastructure. The funding comes from the FTA's Low or No Emission (Low-No) Vehicle Program.



RTC Begins Free FlexRIDE Service in Sparks/Spanish Springs – Starting July 1, the Regional Transportation Commission and the City of Sparks Senior Citizens Advisory Committee partnered to provide seniors 60 years old and over in the Sparks/Spanish Springs area free rides for one year on the RTC's FlexRIDE service until June 30, 2024.

RTC Provides Free Bus Rides to Star Spangled Sparks on Fourth of July - free transit service was offered to the community on RTC's RAPID Lincoln Line (4 p.m. to 8 p.m.) and Route 11 (4 p.m. to midnight) to attend Star Spangled Sparks on Tuesday, July 4, 2023. These RTC transit routes dropped off event goers at RTC CENTENNIAL PLAZA in Victorian Square near The Nugget Casino Resort. The free service was provided to encourage more people to take transit given limited parking availability.



RTC RIDE Key Highlights – June

- 3 Trainees released to operations for revenue service
- 5 driver terminations
- 1 driver resignation
- 99% OTP for completed service hours and trips
- June 17, Grocery Outlet Hiring Event
- June 21, Greater Nevada Field Electric Bus display
- Employee Engagement:
 - Keolis Way celebrated June 12 – 16



- *Meet the Managers* at 4SS on June 13



- Snacks provided to staff a few days during the weeklong celebration.

- Keolis' Engagement & Inclusion Committee implemented, and together, made gift bags for the male employees working on Father's Day, Sunday, June 18th.

- CUTA Training: Classes continue with the following active employees through modules:

- 123 complete on Module 1
- 45 complete on Module 2

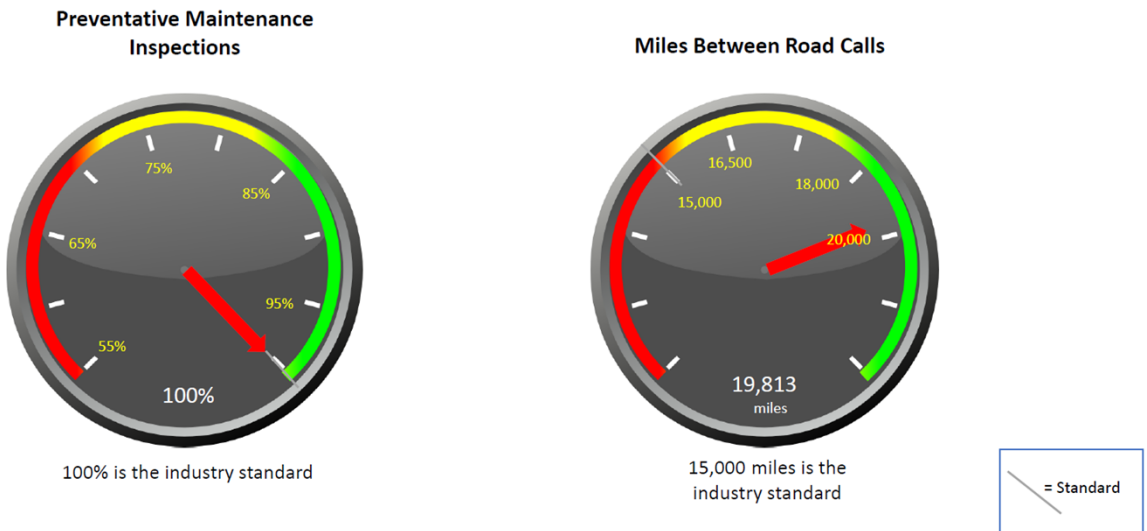
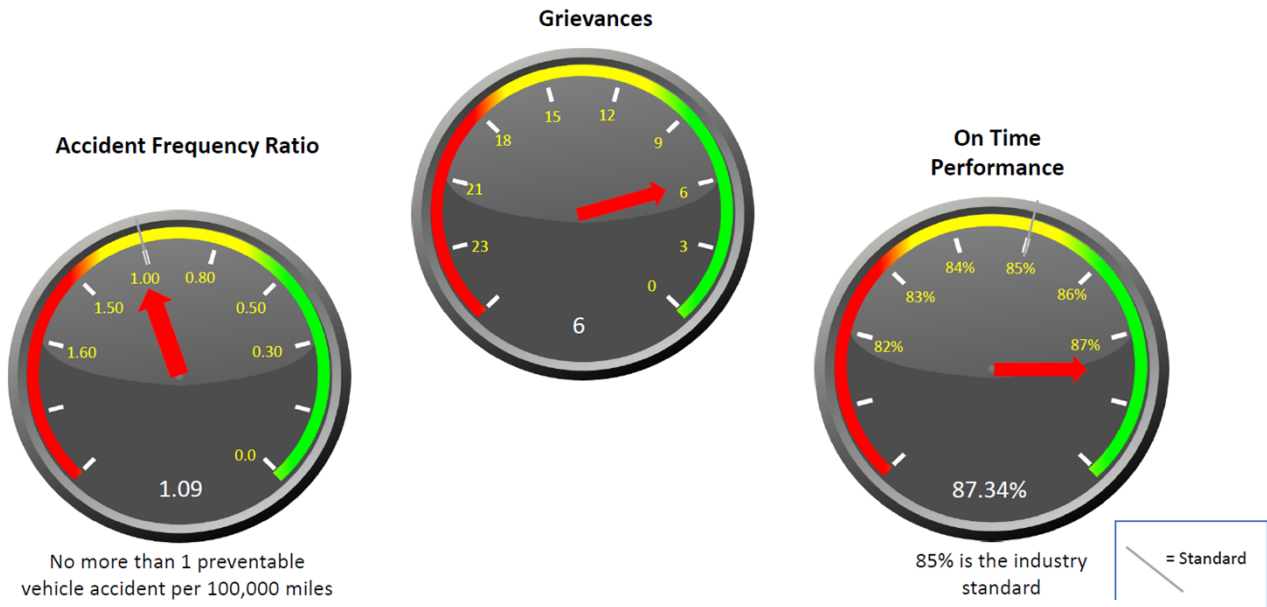
- 38 complete on Module 3
- 38 complete on Module 4

- 1 new grievance, 5 resolved, 7 open.
- 0 new ULPs, 1 pending dismissal, 4 deferred, 5 open.

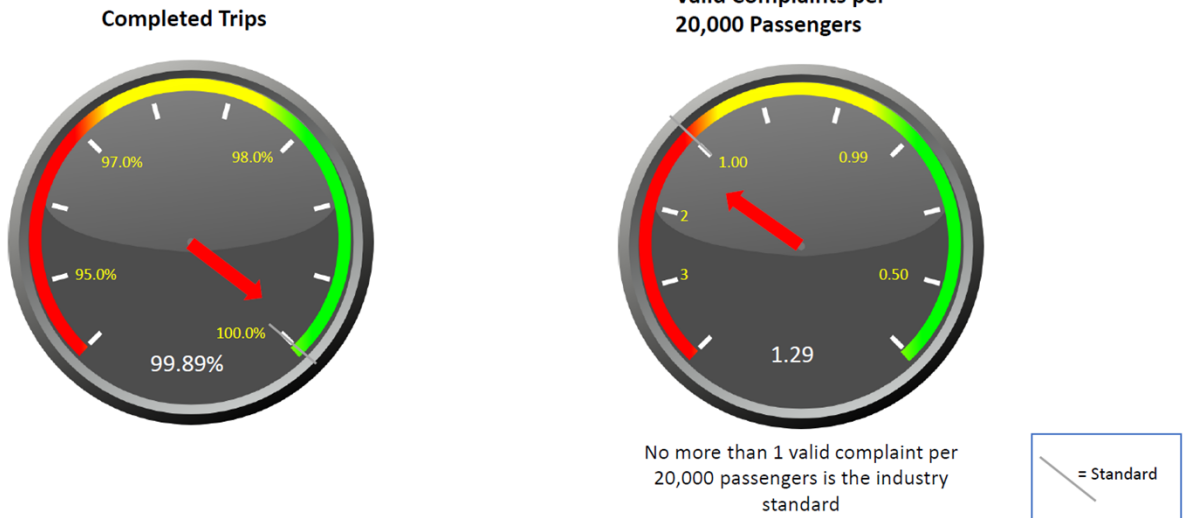
Keolis represented staffing headcount as of June 30, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	10	0
Coach Operators	152	4
Dispatchers	6	0
Road Supervisors	4	0
Manager On Duty	5	0
Mechanic A	5	1
Mechanic B	4	1
Mechanic C	5	0
EV Technician	1	0
Maintenance Supervisor	3	0
Electronics Tech	2	0
Body Technician	1	0

Contract Compliance for May



RTC



ACCESS Key Highlights – June

MTM Classes Held:

June 6, 2023 – four hired, 2 full-time, 1 part-time made it out of training, 1 driver terminated.

June 13, 2023 – two hired and in training

Safety:

- **Accidents:**
 - 0 Preventable
 - 0 Non Preventable
- **Incidents**
 - 1 Preventable
- **Injuries:**
 - 3

- **YTD Preventable Accident Count: 5**
- **YTD Injury Count: 6**

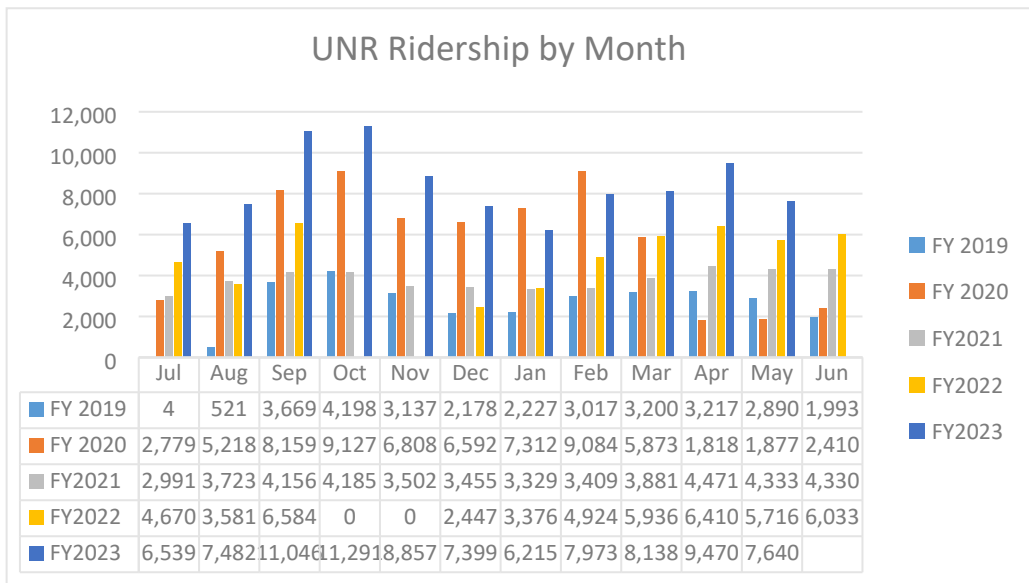
- **June Safety Blitz**
 - National Safety Month / Slips Trips and Falls
- **June Safety Meeting**
 - Bloodborne pathogens

MTM represented staffing headcount as of June 30, 2023:

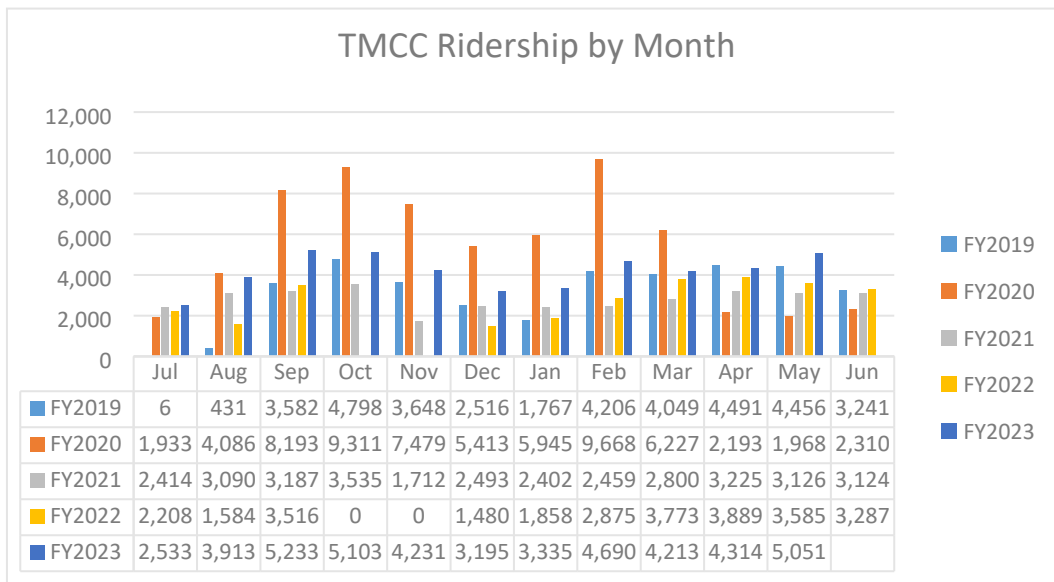
Position	Total Employed	#Needed
Drivers	FT 51– 8 PT	10 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	2	0
Facility Technician	FT 51– 8 PT	10 FT – 0 PT

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 332. Staff continues to work with folks from the Lake Tahoe region to start more vanpools. Staff will be presenting the ETR program to the South Tahoe TMA and during the Chamber of Commerce Green Business training this month.
- Staff did an interview for KOLO News Now to talk about *Dump the Pump* followed by a second interview the next to discuss *Alternative* transportation options.
- Staff is continue to work toward filling the board positions for the Northern Nevada Transportation Management Association. The prospective board members will meet via Zoom on July 19th.
- Staff maned a table at the Reno Aces game on June 21, 2023.
- Ridership numbers from the ED Pass Program through the month of May 2023:



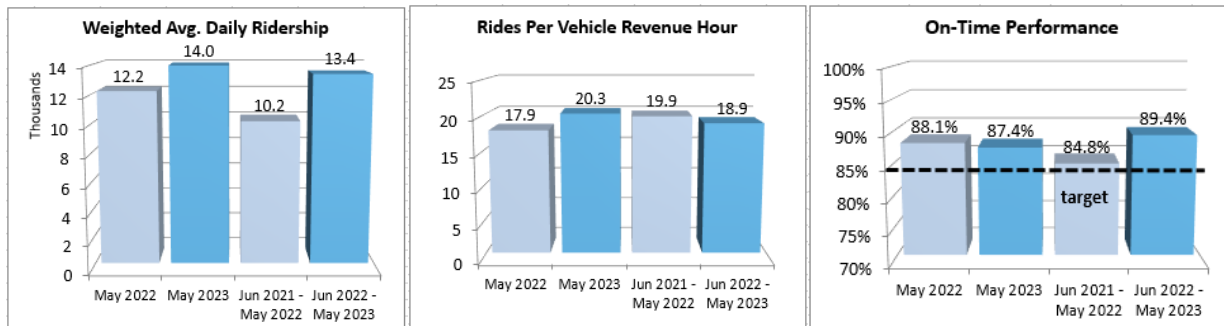
Ridership at UNR this year will surpass the combined totals for the last 2 years.



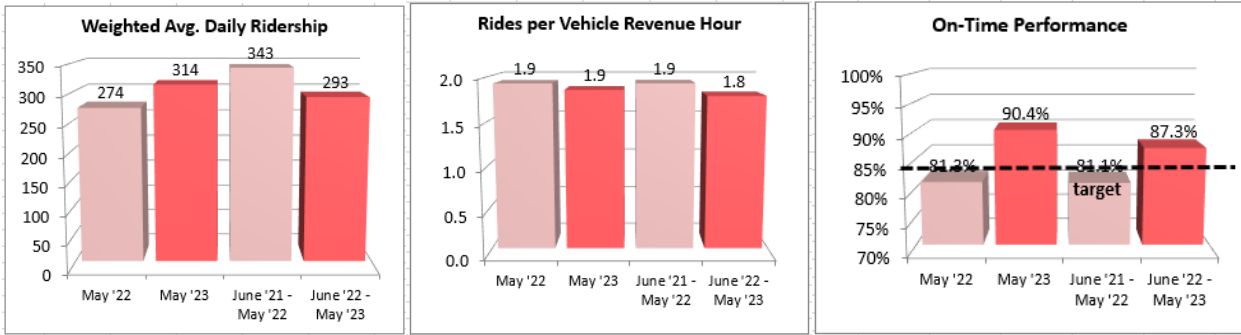
Ridership numbers in October & November of 2021 were affected by the driver strikes.

MAY 2023 TRANSIT PERFORMANCE

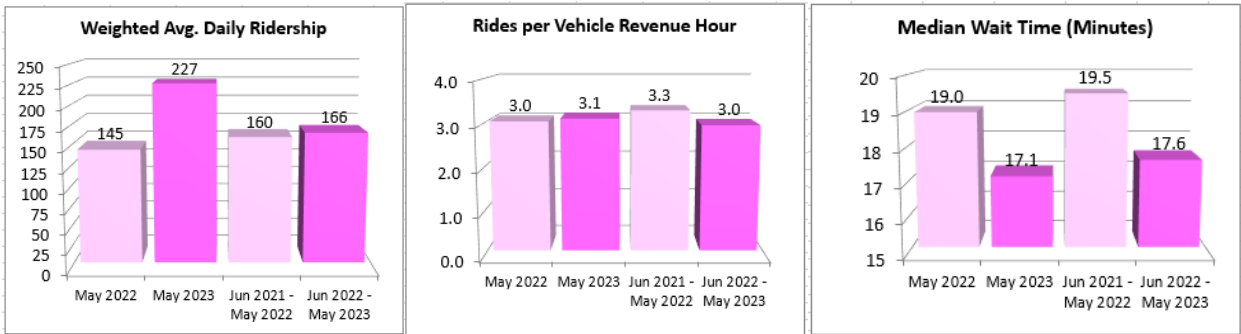
RTC RIDE



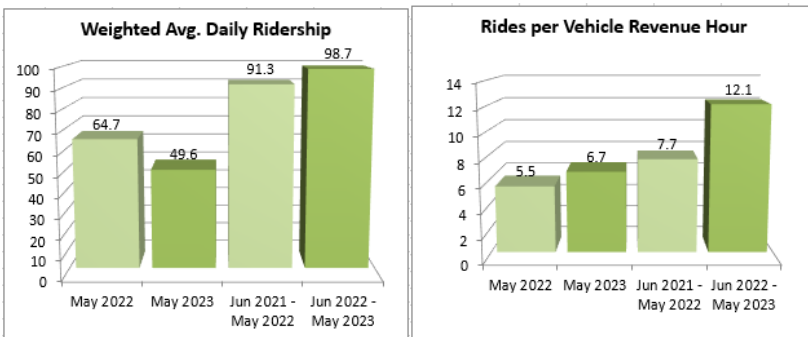
RTC ACCESS



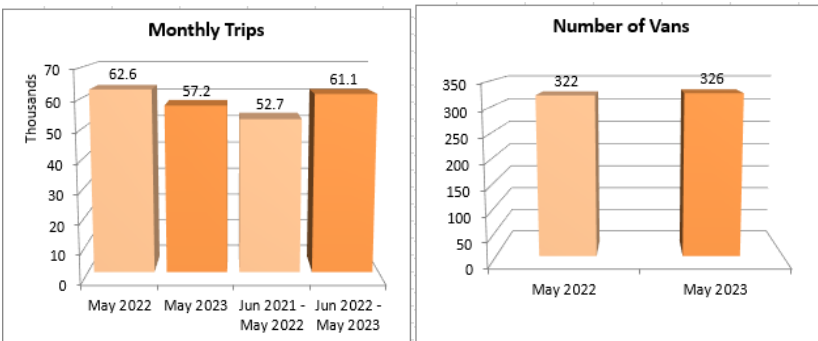
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Graham Dollarhide, Senior Technical Planner

SUBJECT: FFY 2023-2024 TA Set-Aside Funding Recommendations

RECOMMENDED ACTION

Approve funding for Transportation Alternatives Set-Aside (TA Set-Aside) projects for the federal fiscal year 2023-2024 cycle in the amount of \$1,605,000.

BACKGROUND AND DISCUSSION

As the Metropolitan Planning Organization (MPO) for the region, the RTC is tasked with administering the federal Transportation Alternatives (TA) Set-Aside Program for funding sub-allocated to the Reno-Sparks metropolitan planning area. Eligible recipients of the funding include local governments, transportation agencies, tribal governments, and non-profits. Eligible uses include construction and planning-related improvements to non-motorized mobility; construction of turnouts, overlooks, and viewing areas; preservation and rehabilitation of historic transportation facilities; Safe Routes to School programs; and environmental mitigation activities related to transportation facilities. Requirements for the program are established in current and prior federal statutes.

The Board recently approved updated guidelines, scoring criteria, and application materials, which were also presented to the Advisory Committees. Following approval of these documents, the RTC held a call for projects, open to eligible applicants for 12 weeks, receiving applications for four projects. RTC staff reviewed the applications for completeness and compliance with the TA Set-Aside regulations. All applications were deemed eligible and were ranked per the scoring criteria. The \$1,605,000 of project funding requested achieves fiscal constraint.

Applications were received for the following projects:

- City of Reno: Plumas Street Sidewalk Project Phase 2. This project will install sidewalk on the west side of Plumas Street from the Reno Tennis Center located at 2601 Plumas Street to connect to the existing sidewalk north of the Alpine Skilled Nursing Center at 3101 Plumas Street. Installing a sidewalk where one currently does not exist will improve safety and mobility, encourage non-motorized travel, improve access to public transit, and create a healthier community.

- Truckee Meadows Parks Foundation: Rosewood Trailhead Project. This project will provide a safe pedestrian and bicycle access point to the Veterans multi-use pathway, further connecting users to nearby trail systems. Additionally, the project will commence a trailhead design process with a private-sector firm that will initiate a survey of the site, develop design opportunities, and culminate with the selection of facility options. Deliverables will also include a bid-ready set of plans, engineers estimate, and construction documents for the next phase of the project.

- City of Sparks: City of Sparks Pedestrian Ramp Project - Phase 1. This project will provide safe, reliable pedestrian connectivity to schools for the residents of Sparks by updating approximately 50 pedestrian ramps within school zoning areas that are currently non-ADA compliant. These ramps provide access to a safe place to walk and navigate intersections. Pedestrian travel is a fundamental and necessary transportation mode that encourages safer and healthier communities.

- One Truckee River (under the Truckee River Foundation): Broadhead Park Restoration Project. The Broadhead Park Restoration Project is a collaborative effort by the City of Reno and One Truckee River (OTR). The goal is to complete a riverbank restoration and vegetation management project at Broadhead Memorial Park along the Tahoe-Pyramid Trail. The project will address critical environmental issues facing the Truckee River including impaired water quality, erosion, aquatic wildlife habitat needs, and vegetation loss. The project is also engaging with the local neighborhood to create an invested stakeholder base to participate in the planning, implementation, and creation of a local neighborhood support system to provide ongoing care of the riverbank restoration.

RTC staff recommends fully funding all projects according to submitted budgets. A summary of each project with associated budget and scoring is attached. Complete application packets received by RTC are also included in the attachment.

Both the Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) recommended funding all TA Set-Aside projects for the federal fiscal year 2023-2024 cycle at their July 5 and July 6, 2023 meetings, respectively.

FISCAL IMPACT

Projects will be funded through the federal TA Set-Aside program with a minimum local agency match of 5%; there is no fiscal impact to the RTC with this Board action.

PREVIOUS BOARD ACTION

2/24/2023 Approved the updated TA Set-Aside Program Guidance and Application.

TA Set-Aside FFY 2023/FFY 2024 Project Scoring and Budgets

Score	Agency/Project Description	Total Cost	TA Set-Aside Funds	Local Match
11	City of Reno: Plumas Street Sidewalk Project Phase 2. Install sidewalk on the west side of Plumas Street from the Reno Tennis Center located at 2601 Plumas Street to connect to the existing sidewalk north of the Alpine Skilled Nursing Center at 3101 Plumas Street. Installing a sidewalk where one currently does not exist will improve safety and mobility, encourage non-motorized travel, improve access to public transit, and create a healthier community.	\$ 402,155	\$ 382,047	\$ 20,108
11	Truckee Meadows Parks Foundation: Rosewood Trailhead Project. To provide a safe pedestrian and bicycle access point to the Veterans multi-use pathway, that will further connect users to nearby trail systems. To commence a trailhead design process with a private-sector firm that will initiate a survey of the site, develop design opportunities, and culminate with the selection of facility options. Deliverables will also include a bid-ready set of plans, engineers estimate, and construction documents for the next phase of the project, or the Rosewood Trailhead Phase Two Construction Project (not a part of this current funding request).	\$ 173,684	\$ 165,000	\$ 8,684
10	City of Sparks: City of Sparks Pedestrian Ramp Project - Phase 1. Providing safe, reliable pedestrian connectivity to schools is necessary to provide for the residents of Sparks. This project will update approximately 50 pedestrian ramps within each school zoning areas that are currently non-ADA compliant. These ramps provide access to a safe place to walk and a safe place to navigate intersections. Pedestrian travel is a fundamental and necessary transportation mode that encourages safer and healthier communities.	\$ 390,000	\$ 370,500	\$ 19,500
9	One Truckee River (under the Truckee River Foundation): Broadhead Park Restoration Project. The Broadhead Park Restoration Project is a collaborative effort by the City of Reno and One Truckee River (OTR). The goal is to complete a riverbank restoration and vegetation management project at Brodhead Memorial Park along the Tahoe-Pyramid Trail. The project will address critical environmental issues facing the Truckee River including impaired water quality, erosion, aquatic wildlife habitat needs, and vegetation loss. The project is also engaging with the local neighborhood to create an invested stakeholder base to participate in the planning, implementation, and creation of a local neighborhood support system to provide ongoing care of the riverbank restoration.	\$ 723,635	\$ 687,453	\$ 36,182
	Total	\$ 1,689,474	\$ 1,605,000	\$ 84,474

TA Set-Aside FFY 2023/FFY 2024											
Agency/Project Description	Project Benefits / Safety Enhancement				Equity and Environmental Justice		Project Readiness (infrastructure)		Project Readiness (non-infrastructure)		Total
	Criterion 1 Q1	Criterion 1 Q2	Criterion 1 Q3	Criterion 1 Q4	Criterion 2 Q1	Criterion 2 Q2	Criterion 3 Q1.a	Criterion 3 Q1.b	Criterion 3 Q2.a	Criterion 3 Q2.b	
	Project is in an adopted plan, study, program, or aligns with at least one stated goal of RTP or ONTP? (description of context of the plan / study / program must be provided and consistent with any RTP / ONTP goals selected) (1 Point)	Project provides traffic calming measures or safety measures that benefit non-vehicle road users (clear explanation is provided) (2 Points)	Project serves multiple modes of transportation (clear explanation is provided) (1 Point)	The project provides connectivity to an existing transportation facility or provides clear benefits to the community according to the stated purpose of the TA Set-Aside Program (clear explanation is provided) (1 Point)	Project located in an area serving an Environmental Justice population (additional context about the area served by the project is provided) (1 point)	Project provides access to essential services, including medical, employment, or educational facilities (description of how access to each applicable service is provided) (1 point)	Project would be easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets categorical exclusion. (30% design or equivalent provided) (5 points)	Project will take up to 36 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment / impact statement. (description of how project meets criteria is provided) (1 point)	Educational / outreach program is established and schools / partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. (evidence of program / project criteria included) (5 points)	Educational / outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. (description provided) (1 point)	
City of Reno: Plumas Street Sidewalk Project Phase 2 (infrastructure)	1	2	0	1	1	1	5	n/a	n/a	n/a	11
City of Sparks: City of Sparks Pedestrian Ramp Project - Phase 1 (infrastructure)	1	2	0	1	1	0	5	n/a	n/a	n/a	10
One Truckee River (Truckee River Foundation): Broadhead Park Restoration Project (infrastructure)	1	0	1	1	1	0	5	n/a	n/a	n/a	9
Truckee Meadows Parks Foundation: Rosewood Trailhead Project (infrastructure)	1	2	1	1	1	0	5	n/a	n/a	n/a	11



**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application**

Submit application materials by May 19, 2023, to gdollarhide@rtcwashoe.com

Attach additional pages if needed.

Applicant Agency **City of Reno**

Applicant Agency Address, City, State, Zip
1 East First Street, 8th Floor, Reno NV 89501

Contact Person's Information

Name **Jonathan Smith, PE** Title **Senior Civil Engineer**

Phone Number **775-334-3880** Email Address **Smithj@reno.gov**

Project Name **Plumas Street Sidewalk Project Phase 2**

Description of Project Location and Limits (must include map as separate attachment)
This project is located on the west side of Plumas Street near the Washoe Golf Course. This will connect sidewalk from 2601 Plumas Street to 3101 Plumas Street.

Project Description (include need, benefits, and relation to goals selected below)
Install sidewalk on the west side of Plumas Street from the Reno Tennis Center located at 2601 Plumas Street to connect to the existing sidewalk north of the Alpine Skilled Nursing Center at 3101 Plumas Street. Installing a sidewalk where one currently does not exist will improve safety and mobility, encourage non-motorized travel, improve access to public transit, and create a healthier community.

Which goals of the Regional Transportation Plan and/or One Nevada Plan do the project address (check all that apply)?

Regional Transportation Plan

- Improve and Promote Safety
- Promote and Foster Equity and Environmental Justice
- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Enhance Regional Connectivity

One Nevada Transportation Plan

- Enhance Safety
- Preserve Infrastructure
- Optimize Mobility
- Transform Economies
- Foster Sustainability
- Connect Communities

PROJECT COST ESTIMATE (a detailed project budget must be included as a separate attachment)

Total Project Cost	Amount Reimbursable to Applicant Agency	Applicant Agency Match Requirement (5%)
\$ 402,155	\$ 382,047	\$ 20,108

Source of Match Funds (list source(s) of funds and indicate whether funds are cash or in-kind; in-kind match requires further explanation)

Street Fund

Project Schedule (describe the projected project schedule and indicate whether it is part of a phased project; attach additional documentation as appropriate)

Design, Bidding and Award: 12 months
Construction: 45 Working Days

Ongoing Maintenance (describe the ongoing maintenance requirements after the project has been implemented, including cost and agency(ies) responsible).

City of Reno

SCORING CRITERION #1: Project Benefits/Safety Enhancement (5 points possible)

Is the project included in an adopted plan, study or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan? Describe the context of the plan, study, or program (description must be consistent with goals selected on page 1).

The Plumas sidewalk project is ranked as a high priority in the Regional Transportation Commission Bicycle & Pedestrian Master Plan. Improving accessibility and sidewalk connectivity, by removing access barriers such as missing sidewalk sections, is a goal in the City of Reno ADA Transition Plan.

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users? If yes, please explain.

Yes. This project will provide sidewalk where none currently exist and provide non-motorized road users a safe and accessible path that is separated from motorized vehicles.

Does the project serve multiple modes of transportation? If yes, please explain.

No.

Does the project provide connectivity to an existing regional transportation facility or provide clear benefits to the community according to the stated purpose of the TA Set-Aside Program? If yes, please explain.

Yes. This project will provide sidewalk connectivity connecting to two existing bus stops. One is located on the west side of Plumas Street just south of Urban Road and the other is in front of the Reno Tennis Center.

SCORING CRITERION #2: Equity and Environmental Justice (2 points possible)

Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

Yes, this project is serving an Environmental Justice population and specifically targeting an area with limited or no existing pedestrian infrastructure and will provide a safe pedestrian route.

Does the project provide access to essential services, including medical, employment, or educational facilities? Please describe how access to each applicable service is provided.

Yes, this project will provide sidewalk access from Moana Lane to the Reno Tennis Center, a City of Reno Parks and Recreation public facility, located 2601 Plumas Street. Providing a fully connected sidewalk on the west side of Plumas will allow pedestrian access to a crosswalk at Mountain View Drive to access Anderson Elementary School and Virginia Lake Park.

SCORING CRITERION #3: Project Readiness (5 points possible)

Infrastructure Projects (respond to one of the following implementation scenarios)

Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c): Note: 30% design or equivalent documentation must be provided. Describe how project meets this criteria.

Yes, this project will be relatively easy to construct and will meet the criteria for a categorical exclusion according to 23 C.F.R. 771.117(c). This project will not have any significant impacts on any natural, cultural, recreational, historic or other resource, and will not have any significant environmental impacts. This project will be within existing right of way and will not require any right of way acquisition.

Project will likely take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. Describe how project meets this criteria.

N/A

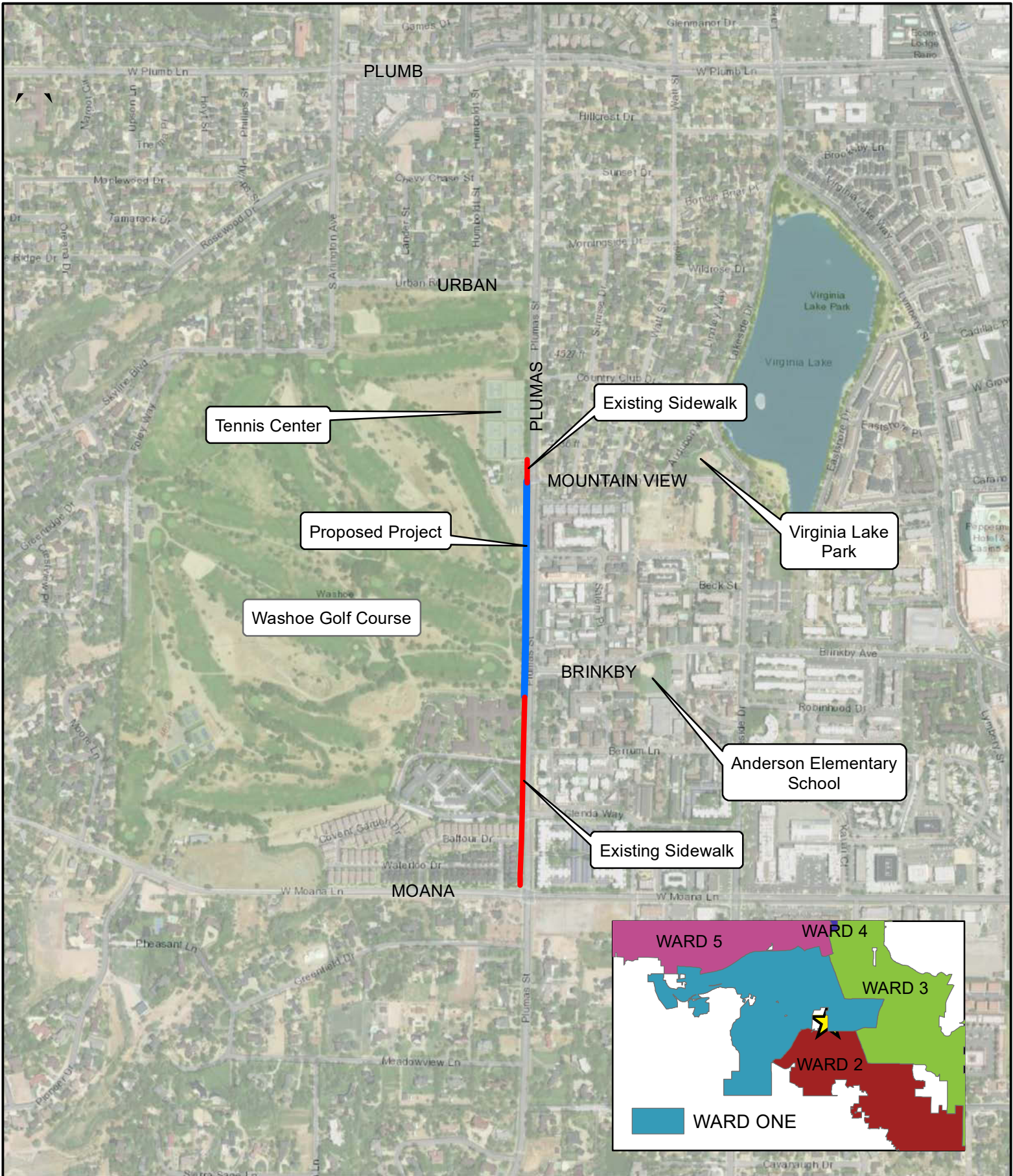
Non-infrastructure Projects (respond to one of the following implementation scenarios)

Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

N/A

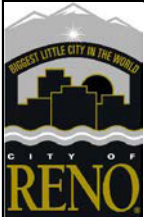
Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.

N/A



**RTC TA SET ASIDE PROGRAM
 PLUMAS STREET SIDEWALK CONNECTIVITY**

Date: May 2023



City of Reno
 Public Works

VICINITY MAP

The information herein is approximate and is intended for display purposes only.

PLUMAS SIDEWALK PROJECT

PHASE 2



Construct Sidewalk at South end of Reno Tennis Center located at 2601 Plumas Street and connect to existing sidewalk located at 3101 Plumas Street



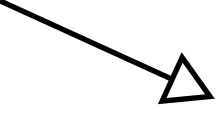
Install concrete retaining post curb along golf course to accommodate elevation differential where needed

Remove and reset fence posts as needed to construct new sidewalk for length of project



Remove existing catch basin and replace with type 4R

ce existing
ay to meet
ards.



Connect Sidewalk to existing
sidewalk located just north of 3101
Plumas Street



2023 City of Reno
Plumas Street Sidewalk Project Phase 2
Engineer's Estimate

				Engineer's Estimate	
Item No.	DESCRIPTION	TOTAL QTY	UNIT	Unit Price	Amount
1	Construct PCC sidewalk (4")	6,500	SF	\$18.00	\$117,000.00
2	Construct PCC retaining curb	1,300	LF	\$50.00	\$65,000.00
3	Remove and reset fence post	98		\$650.00	\$63,700.00
4	Remove and replace PCC commercial driveway approach (6") and transitions with aggregate base	500	SF	\$50.00	\$25,000.00
5	Install type 4R storm drain catch basin	1	EA	\$6,500.00	\$6,500.00
6	Protect and adjust existing manhole structure to new finish grade	1	EA	\$2,500.00	\$2,500.00
7	Traffic Control	1	LS	\$40,000.00	\$40,000.00
8	Contingency	1	LS	\$30,000.00	\$30,000.00
Subtotal					\$ 349,700.00
Design & Construction Management		15%			\$ 52,455.00
Total					\$ 402,155.00



**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application**

Submit application materials by May 19, 2023, to gdollarhide@rtcwashoe.com

Attach additional pages if needed.

Applicant Agency

Applicant Agency Address, City, State, Zip

Contact Person's Information

Name

Title

Phone Number

Email Address

Project Name

Description of Project Location and Limits (must include map as separate attachment)

Project Description (include need, benefits, and relation to goals selected below)

Which goals of the Regional Transportation Plan and/or One Nevada Plan do the project address (check all that apply)?

Regional Transportation Plan

- Improve and Promote Safety
- Promote and Foster Equity and Environmental Justice
- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Enhance Regional Connectivity

One Nevada Transportation Plan

- Enhance Safety
- Preserve Infrastructure
- Optimize Mobility
- Transform Economies
- Foster Sustainability
- Connect Communities

PROJECT COST ESTIMATE (a detailed project budget must be included as a separate attachment)

Total Project Cost \$	Amount Reimbursable to Applicant Agency \$	Applicant Agency Match Requirement (5%) \$
--------------------------	-----------------------------------------------	-----------------------------------------------

Source of Match Funds (list source(s) of funds and indicate whether funds are cash or in-kind; in-kind match requires further explanation)

Project Schedule (describe the projected project schedule and indicate whether it is part of a phased project; attach additional documentation as appropriate)

Ongoing Maintenance (describe the ongoing maintenance requirements after the project has been implemented, including cost and agency(ies) responsible).

SCORING CRITERION #1: Project Benefits/Safety Enhancement (5 points possible)

Is the project included in an adopted plan, study or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan? Describe the context of the plan, study, or program (description must be consistent with goals selected on page 1).

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users? If yes, please explain.

Does the project serve multiple modes of transportation? If yes, please explain.

Does the project provide connectivity to an existing regional transportation facility or provide clear benefits to the community according to the stated purpose of the TA Set-Aside Program? If yes, please explain.

SCORING CRITERION #2: Equity and Environmental Justice (2 points possible)

Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

Does the project provide access to essential services, including medical, employment, or educational facilities? Please describe how access to each applicable service is provided.

SCORING CRITERION #3: Project Readiness (5 points possible)

Infrastructure Projects (respond to one of the following implementation scenarios)

Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c): Note: 30% design or equivalent documentation must be provided. Describe how project meets this criteria.

Project will likely take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. Describe how project meets this criteria.

Non-infrastructure Projects (respond to one of the following implementation scenarios)

Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.

TA SET ASIDE PROPOSAL

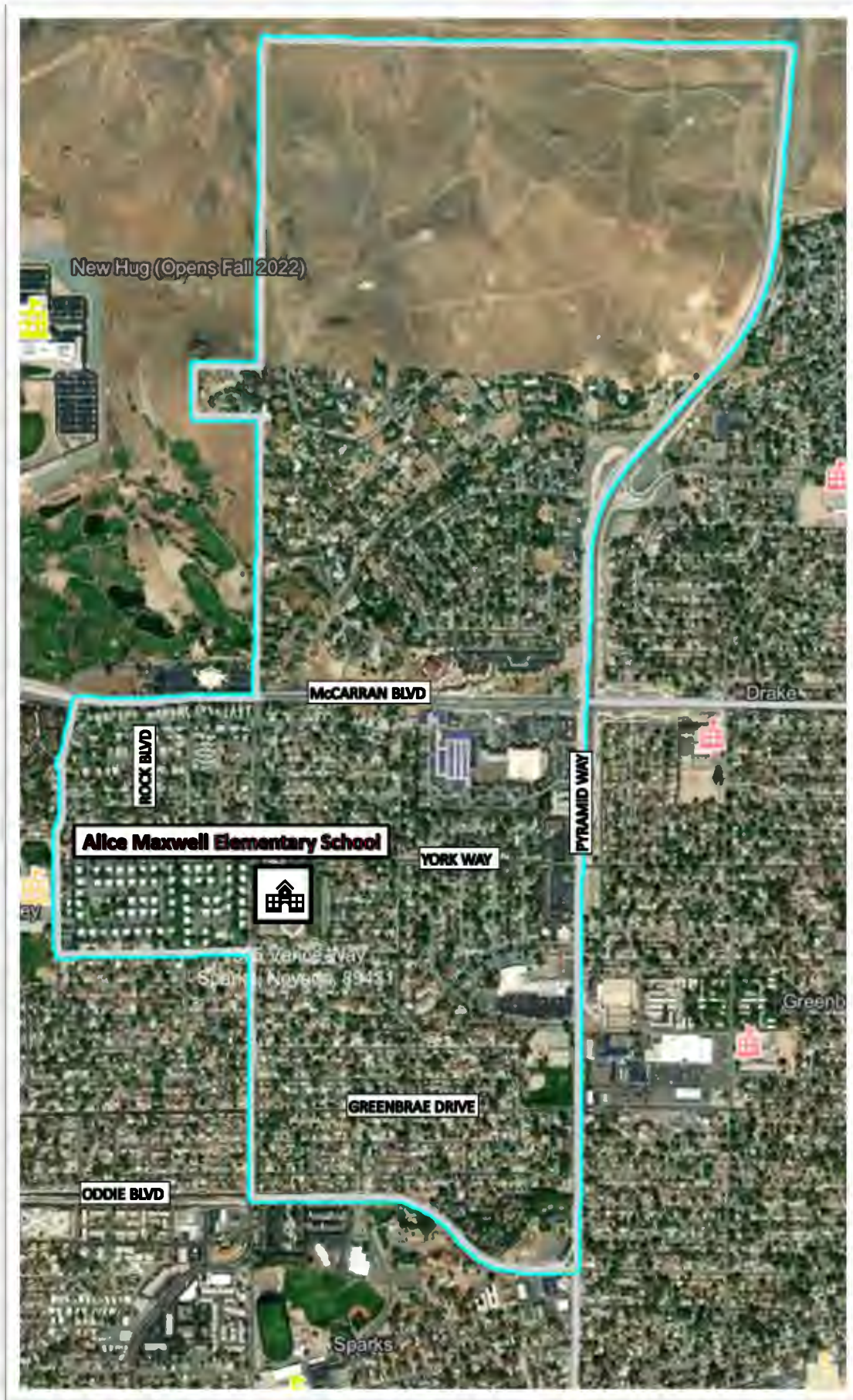
CITY OF SPARKS PEDESTRIAN RAMP PROJECT - PHASE 1

ESTIMATE OF COSTS - MAY 2023

		Engineers Estimate of Probable Costs			
Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Remove Existing and Install ADA Accessible Ramp	50	EA	\$6,000.00	\$300,000.00
2	Force Account/ 30% Contingency	1	LS	\$1.00	\$90,000.00

TOTAL	\$390,000.00
City of Sparks 5% Match	\$19,500.00
TA Set Aside Amount Requested	\$370,500.00

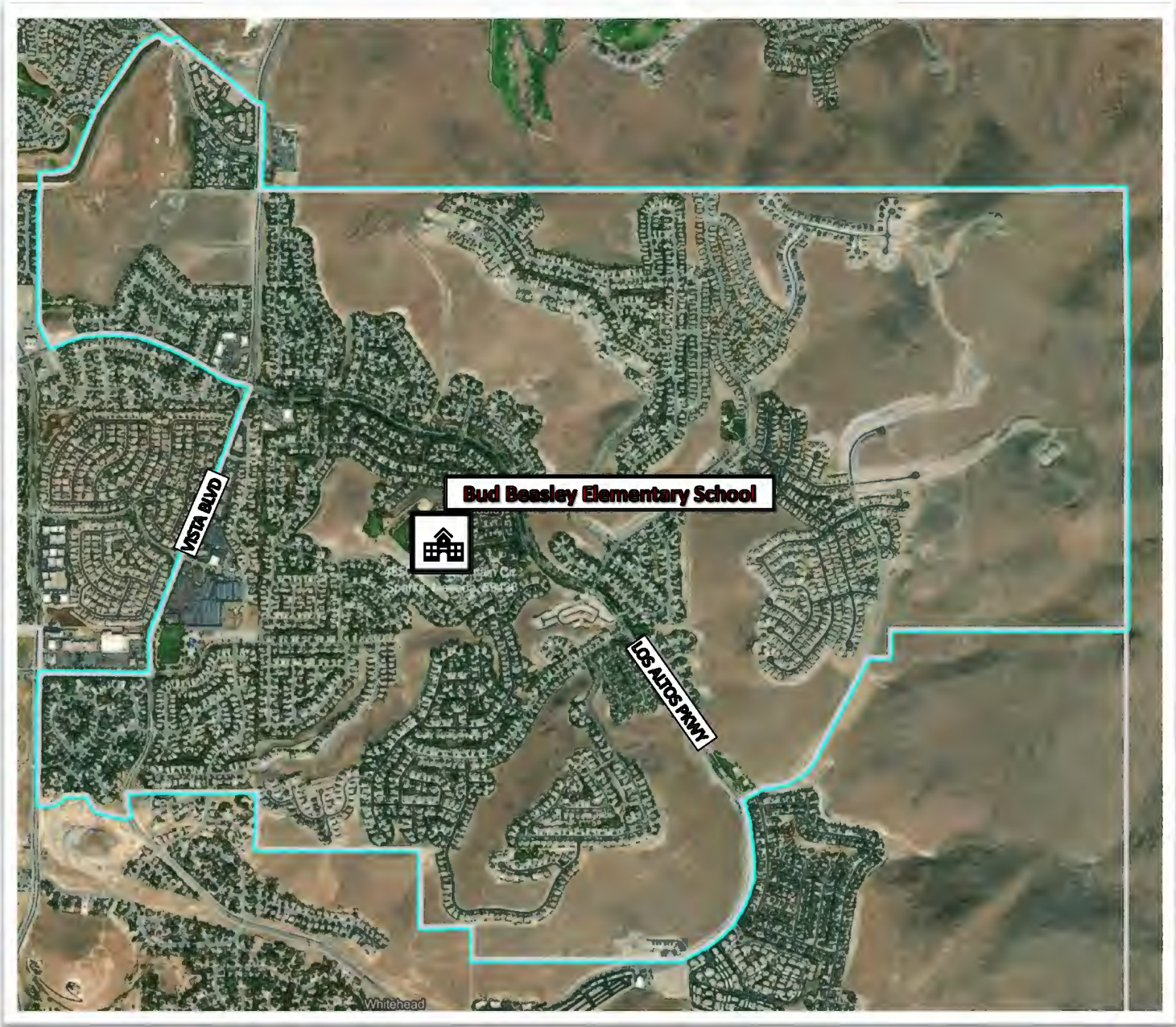
Alice Maxwell Elementary School Zone



Lincoln Park Elementary School Zone



Bud Beasley Elementary School Zone



Sepulveda Elementary School Zone



Jerry Whitehead Elementary School Zone





Example of an Existing Non-Compliant Pedestrian Ramp



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application

Submit application materials by May 19, 2023, to gdollarhide@rtcwashoe.com

Attach additional pages if needed.

Applicant Agency **One Truckee River (under the Truckee River Foundation)**

Applicant Agency Address, City, State, Zip
P.O. Box 18153, Reno, Nevada 89511

Contact Person's Information

Name **Iris Jehle-Peppard** Title **Executive Director**

Phone Number **775-450-5489** Email Address **iris@onetruckkeeriver.org**

Project Name **Brodhead Park Restoration Project**

Description of Project Location and Limits (must include map as separate attachment)
The project location includes restoration of the riverbank along the south side of the Truckee River between the Kuenzli Street and Wells Avenue bridges in the City of Reno. The project area is along the Tahoe-Pyramid Trail, which is a key transportation corridor for pedestrians and cyclists east of downtown Reno. Attachment A shows the project location.

Project Description (include need, benefits, and relation to goals selected below)
See attached.

Which goals of the Regional Transportation Plan and/or One Nevada Plan do the project address (check all that apply)?

Regional Transportation Plan

- Improve and Promote Safety
- Promote and Foster Equity and Environmental Justice
- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Enhance Regional Connectivity

One Nevada Transportation Plan

- Enhance Safety
- Preserve Infrastructure
- Optimize Mobility
- Transform Economies
- Foster Sustainability
- Connect Communities

PROJECT COST ESTIMATE (a detailed project budget must be included as a separate attachment)

Total Project Cost	Amount Reimbursable to Applicant Agency	Applicant Agency Match Requirement (5%)
\$ 927,746	\$ 778,232	\$ 92,775

Source of Match Funds (list source(s) of funds and indicate whether funds are cash or in-kind; in-kind match requires further explanation)

Match funds include \$92,775 in cash match from the Truckee River Fund for the Project's Milestone I which has been completed and Milestone II to reach 60% design which is currently ongoing. A detailed budget with the match sources is included as Attachment C.

Project Schedule (describe the projected project schedule and indicate whether it is part of a phased project; attach additional documentation as appropriate)

The project is phased. Milestone I included the completion of 30% design plans, which were finalized in December 2022. Milestone II which includes completing 60% design plans is fully funded and will begin in summer 2023 with an expected completion in fall 2023. Milestone III, for which funding is being requested, is expected to start in early 2024 with final design work and permitting being completed in the first half of the year and implementation beginning in fall 2024 with an expected completion in 2025.

Ongoing Maintenance (describe the ongoing maintenance requirements after the project has been implemented, including cost and agency(ies) responsible).

Ongoing maintenance should be relatively minimal; however, One Truckee River will work to create a neighborhood system to support the ongoing vegetation care including coordinated maintenance in collaboration with the City of Reno and conduct replacement plantings as needed. Final plans would incorporate replacement of 20% of plants to account for potential mortality (in addition to overplanting that would occur during initial implementation). It is expected ongoing maintenance would be required (especially in the first five years after implementation), including supplemental water (during the first two years after construction) to establish vegetation. OTR will coordinate with the City of Reno on this effort. Support letters for the project are included in Attachment D.

SCORING CRITERION #1: Project Benefits/Safety Enhancement (5 points possible)

Is the project included in an adopted plan, study or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan? Describe the context of the plan, study, or program (description must be consistent with goals selected on page 1).

The Project aligns with RTC's 2050 Regional Transportation Plan. It falls under the following two goals: "promote healthy communities and sustainability" (pg. 45) and "engaging the public and encourage community involvement" (pg. 47). The project encourages active transportation by improving bicycle and pedestrian accessibility. Additionally, the project has an extensive public outreach component that has engaged with and will continue to engage the local community surrounding Brodhead Park. The ultimate goal of the public outreach will be to create an engaged community that understands the importance of maintaining restored vegetation and encourages public involvement in the ongoing care to create a sense of ownership of the riverbank and park.

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users? If yes, please explain.

There are no traffic calming measures or safety measures that benefit non-motorized road users.

Does the project serve multiple modes of transportation? If yes, please explain.

The project promotes the use of the existing paved Tahoe-Pyramid Trail that serves pedestrians and cyclists. This section of the trail provides an off-street transportation path for non-motorized users to travel safely. The project will improve the existing path and the surrounding area.

Does the project provide connectivity to an existing regional transportation facility or provide clear benefits to the community according to the stated purpose of the TA Set-Aside Program? If yes, please explain.

Yes, the project benefits the community by improving safety and accessibility for all users of the existing pedestrian and cycling trail along the Truckee River. The project is focused on creating safe, connected, and equitable access to the trail and improving sustainability of the area by reducing erosion and improving vegetation in an off-street transportation path.

SCORING CRITERION #2: Equity and Environmental Justice (2 points possible)

Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

Yes, the project is located in an area serving an Environmental Justice population based on RTC's map. Additionally, data from the American Community Survey (data from 2015-2019) and compiled by Nevada Tomorrow shows that the zip code (89501) where Brodhead Park is located has metrics indicating that it is a disadvantaged community. In this zip code, 49.7% of residents spend more than 30% of their income on rent. This is an indicator that the population has limited financial resources to spend on other necessities, such as exercise, recreation, or transportation. In the same zip code, 25.1% of all people are living below the poverty level, 63.4% of people with disabilities are living below the poverty level, and 40% of children are living below the poverty level.

Does the project provide access to essential services, including medical, employment, or educational facilities? Please describe how access to each applicable service is provided.

The project does not provide direct access to essential services; however, the project does promote equitable access to outdoor spaces and improves a transportation corridor for pedestrians and cyclists.

SCORING CRITERION #3: Project Readiness (5 points possible)

Infrastructure Projects (respond to one of the following implementation scenarios)

Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c): Note: 30% design or equivalent documentation must be provided. Describe how project meets this criteria.

The project is at 30% design with funding already secured to reach 60% design. The 30% design plans are included in Attachment B. Permitting is anticipated to be relatively minimal for this project. The project does not require acquisition of right-of-way or utility relocation. The project is located on public land owned by the City of Reno within Washoe County and would be subject to City of Reno and Washoe County codes and ordinances. An aquatic delineation will be completed as part of the 60% design work to determine whether an Army Corps of Engineers 404 or 408 will be required, although these permits are not likely to be required based on the current design concept.

Project will likely take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. Describe how project meets this criteria.

Non-infrastructure Projects (respond to one of the following implementation scenarios)

Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.

Project Description

The Brodhead Park Restoration Project is a collaborative effort by the City of Reno and One Truckee River (OTR). The goal is to complete a riverbank restoration and vegetation management project at Brodhead Memorial Park along the Tahoe-Pyramid Trail. The project will address critical environmental issues facing the Truckee River including impaired water quality, erosion, aquatic wildlife habitat needs, and vegetation loss. The project is also engaging with the local neighborhood to create an invested stakeholder base to participate in the planning, implementation, and creation of a local neighborhood support system to provide ongoing care of the riverbank restoration.

Many of the riverbank areas at Brodhead Park are characterized by an absence or poor establishment of vegetation, which is partly the result of human activity along the river. Soil stabilization measures by vegetation and other physical erosion mitigation measures are needed to protect soils and water quality and support establishment and longevity of restored vegetation. Steep eroding slopes subjected to flood flows require more robust measures such as planted riprap.

The project also includes measures intended to improve public safety. Conceptual designs were developed and proposed to improve bank conditions and prevent aggravated erosion in a manner that would maintain and increase pedestrian river access and enjoyment along the Tahoe-Pyramid Trail. There are several areas along the paved path where the grade can be raised, and native shrubs planted and logs placed to redirect pedestrians to more stabilized river access points. Six stabilized river access paths are currently proposed that would incorporate one or more types of surface treatments to prevent erosion. Proposed boulder step trails would create river access paths out of an erosion control measure between Kuenzli Street Bridge and the public restroom.

The main benefits of the project will be to reduce erosion along the Tahoe-Pyramid Trail and on the riverbanks by improving vegetation and creating controlled access points to the river from the paved pathway. One Truckee River installed a public restroom at Brodhead Park in 2020 to improve public restroom access along the Tahoe-Pyramid Trail east of downtown Reno. The restroom has been highly successful, and this restoration project builds on the existing momentum to improve the trail for all users in this area.

Milestone I of the Brodhead Park Restoration Project included creating 30% design plans and was completed in December 2022 (Attachment B). Milestone II is currently underway and will result in 60% design plans. This grant application is for Milestone III of the project which includes the following elements: 1) develop 100% restoration design plans; 2) obtain permitting for implementation; and 3) implement restoration project, including site preparation, slope stabilization or bioengineering materials, plant materials, and labor for installation.

Attachment A
Project Location Map



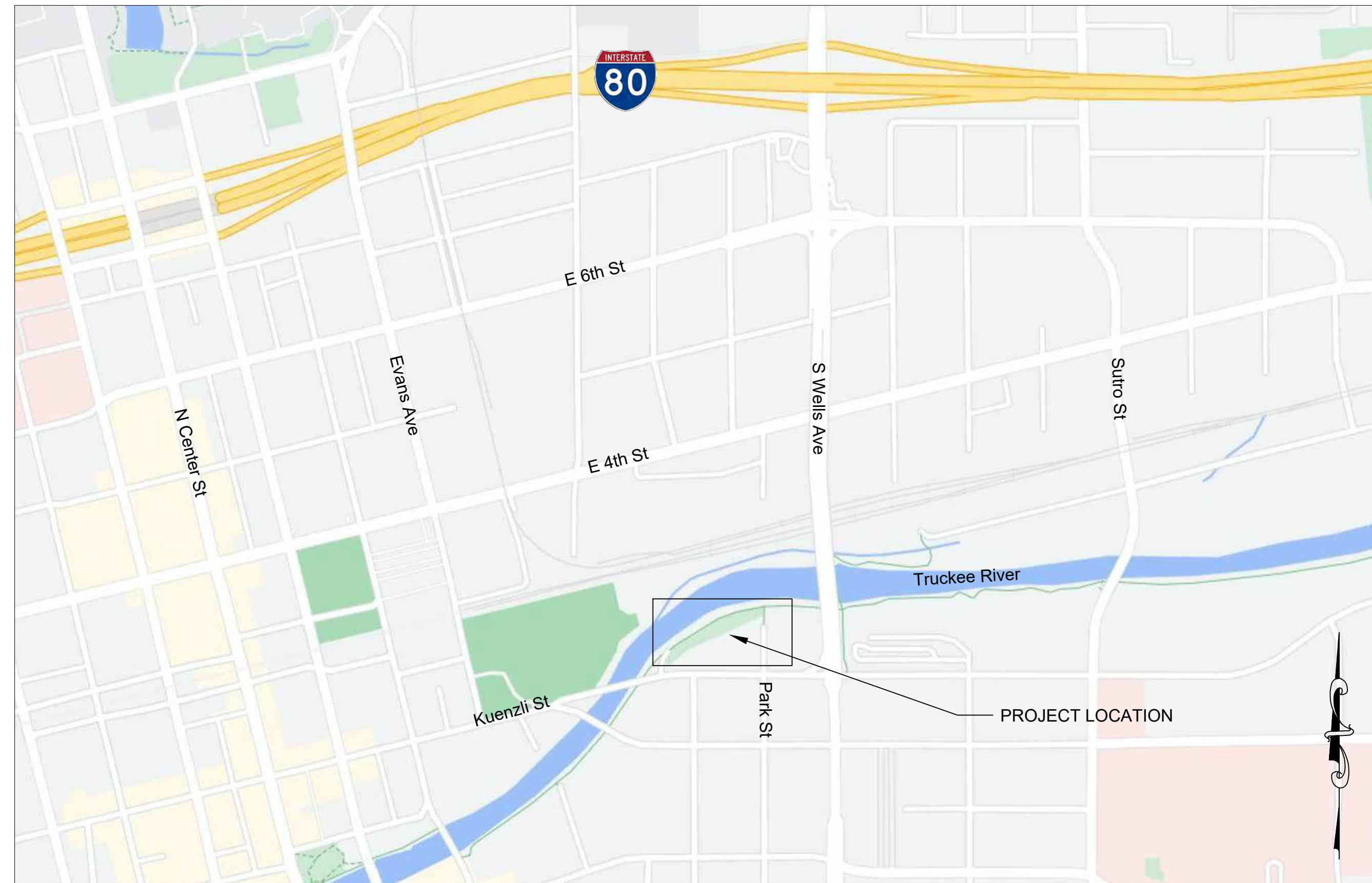
Figure 1. Project location.

Attachment B

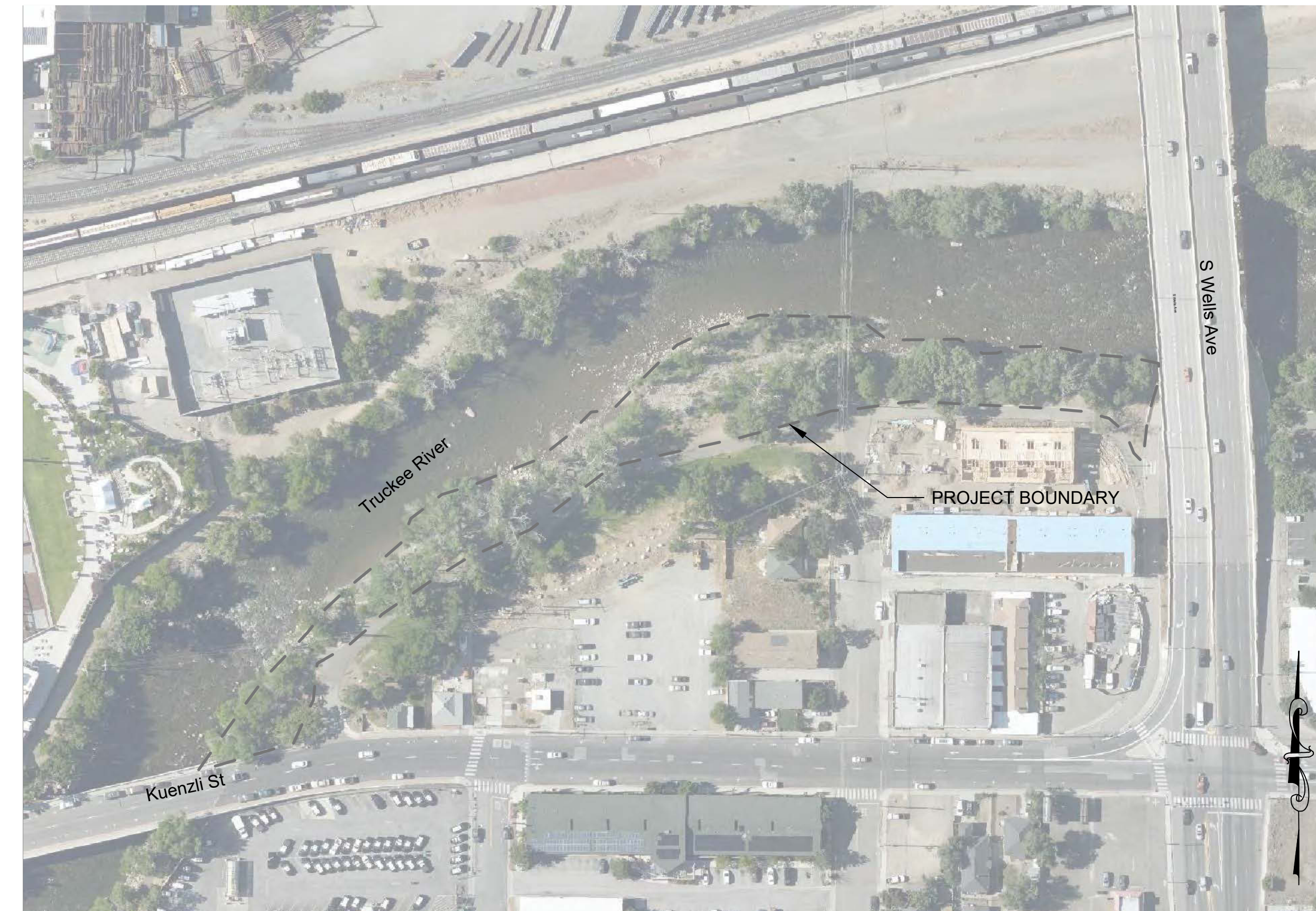
30% Design Plans for Brodhead Restoration Project

Brodhead Park Restoration

WASHOE COUNTY, NV



VICINITY MAP
1"=500'



SITE MAP
1"=100'

**Brodhead Park
Restoration**
Reno, NV 89502

Title Sheet

Designed: CYB Drawn: JA Checked: CYB

File Date: 06/08/2022

REVISIONS:

No.	Date	Description

Notes:

Notes:

Sheet Scale: AS SHOWN

SHEET INDEX:		
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6	C-3	SECTIONS
7	L-1	PLANTING PLAN PLACEHOLDER
8	L-2	PLANTING DETAILS
9	D-1	MISC. DETAILS
10	D-2	MISC. DETAILS

APPROVED:

TBD, TBD

DESIGNED:

CAROL Y. BEAHAN, P.E., WILDSCAPE ENGINEERING, INC.

**30% DESIGN NOT
FOR CONSTRUCTION**

G-1

1 of 10

GENERAL NOTES

- CONSTRUCTION SHALL TAKE PLACE FROM X:XX AM TO X:XX PM MONDAY THROUGH FRIDAY. NO WORK TO BE CONDUCTED WEEKENDS OR HOLIDAYS UNLESS OTHERWISE APPROVED ON A CASE BY CASE BASIS.
- THE LOCATION AND EXTENT OF EXISTING UNDERGROUND UTILITIES IN THE PROJECT AREA ARE SHOWN BASED ON AVAILABLE RECORDS AND SHALL BE CONSIDERED APPROXIMATE AND NOT NECESSARILY COMPLETE.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811/1-800-642-2444 OR <https://www.usanorth811.org> AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION WORK TO ENSURE UTILITY AVOIDANCE.**
- CONTRACTOR SHALL CONTROL ACCESS, AND MAINTAIN ALL SIGNS, BARRICADES, OR OTHER DEVICES NECESSARY TO CONTROL TRAFFIC THROUGH THE CONSTRUCTION AREA AND MAINTAIN PUBLIC SAFETY IN ACCORDANCE WITH THESE PLANS, THE STANDARD SPECIFICATIONS, FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2003 EDITION.
- NO GRADING OR LAND DISTURBANCE WITH RESPECT TO THE PROJECT WILL OCCUR AFTER OCTOBER 15 UNLESS PRIOR APPROVAL IS OBTAINED FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP)
- THE CONTRACTOR SHALL MAINTAIN A SET OF AS-BUILT PLANS ONSITE SHOWING "AS-CONSTRUCTED" CHANGES MADE TO DATE. UPON COMPLETION OF THE PROJECT CONTRACTOR SHALL PROVIDE FINAL AS-BUILT PLANS TO ONE TRUCKEE RIVER (OTR) AND THE CITY OF RENO.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ALL TEMPORARY EROSION CONTROL MEASURES RELEVANT TO THIS PROJECT. THE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
- PROVIDE AND MAINTAIN TEMPORARY TOILET FACILITIES IN ACCORDANCE WITH STATE HEALTH DEPARTMENT, AND CITY OF RENO REQUIREMENTS. DO NOT LOCATE TEMPORARY TOILET FACILITIES ADJACENT TO A NATURAL WATER SOURCE, IN A WETLAND OR RIPARIAN AREA, OR IN A LOCATION TO CAUSE A PUBLIC HEALTH HAZARD, CONTAMINATION OR NUISANCE. AT COMPLETION OF WORK, REMOVE TOILET FROM PROJECT SITE.
- SOURCES OF CONSTRUCTION WATER FOR THE PROJECT TBD (PLACEHOLDER)
- CONSTRUCT REQUIRED SUBGRADE PRIOR TO PLACEMENT OF STRUCTURES OR FILL.
- ALL RIPARIAN AND LANDSCAPED AREAS SHALL BE GRADED TO NATURAL SHAPES THAT TRANSITION SMOOTHLY TO ADJACENT FEATURES AND GRADES.

- THE CONTRACTOR SHALL ONLY USE DESIGNATED SITES FOR STORAGE OF EQUIPMENT AND MATERIALS AS SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE SECURITY OF ALL EQUIPMENT AND MATERIALS.
- THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL NECESSARY PERMITS, LICENSES AND AGENCY APPROVALS OBTAINED PRIOR TO PERFORMANCE OF THE WORK.
- NO TREES OR RIPARIAN VEGETATION SHALL BE REMOVED UNLESS NOTED TO BE REMOVED IN THE PLANS OR SPECIFICATIONS, OR AS DIRECTLY SPECIFIED ON-SITE BY THE ENGINEER. TREES CONFLICTING WITH GRADING WILL BE LIMBED OR REMOVED UPON CITY OF RENO APPROVAL.
- EQUIPMENT DELIVERY, SUPPLY DELIVERY AND SERVICE/FUELING VEHICLES WILL ONLY ENTER AND EXIT SITE WORK AREAS VIA THE APPROVED CONSTRUCTION ACCESS POINT(S) DURING NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL CLEANUP SPILLS IMMEDIATELY AND NOTIFY APPROPRIATE AGENCIES OF SPILLS AND CLEANUP PROCEDURES. REFUELING AREAS AND ANY EQUIPMENT REPAIR OR SIMILAR ACTIVITY WILL ONLY TAKE PLACE IN DESIGNATED STAGING AREAS.
- PRIOR TO PROJECT IMPLEMENTATION ONE TRUCKEE RIVER AND THE CITY OF RENO WILL NOTIFY THE PUBLIC REGARDING ANY TEMPORARY CLOSURE OF THE PARK OR PATHWAY. IMMEDIATELY PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL FENCING AND ADEQUATE SIGNAGE TO INDICATE THAT THE TRAIL IS TEMPORARILY CLOSED UNTIL CONSTRUCTION IS COMPLETE.
- A TOTAL OF (X) TREES 14" DIAMETER OR LARGER ARE EXPECTED TO BE REMOVED IN ORDER TO ACCOMMODATE CONSTRUCTION AS SHOWN ON SHEET C-X.
- OFFHAUL AND PROPERLY DISPOSE OF ALL EXCESS MATERIAL NOT INCORPORATED AS BACKFILL OR INTO PRESCRIBED ONSITE TREATMENTS.

LEGEND:

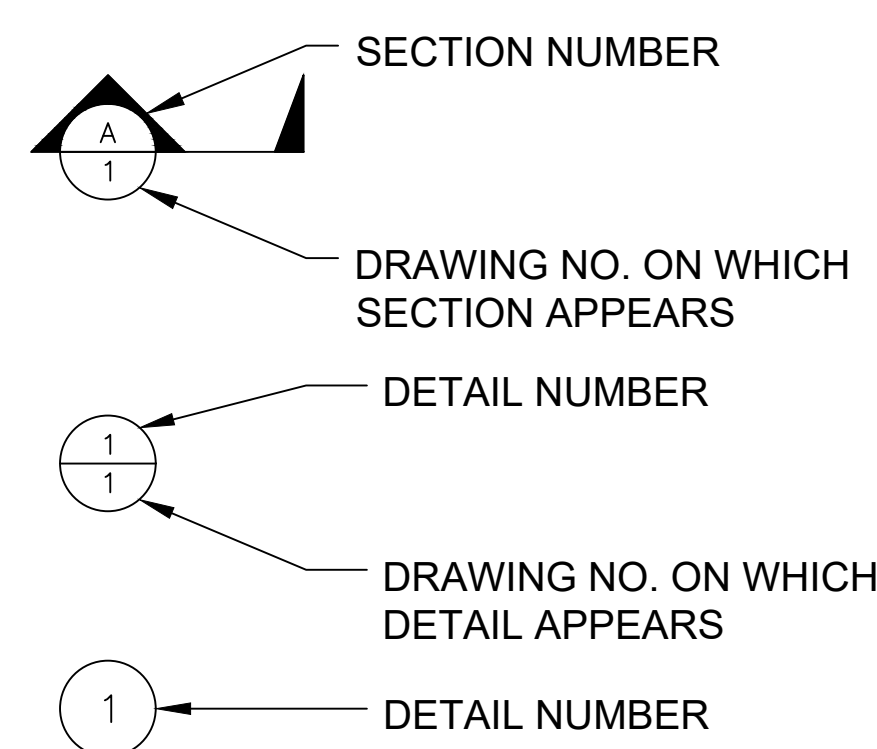
- EX MINOR CONTOUR
- EX MAJOR CONTOUR
- PROPOSED GRADE
- PARCEL BOUNDARY
- EX PAVED TRAIL
- SEDIMENT BARRIER (X, D-X)
- EXCLUSION FENCE (X, D-X)
- TURBIDITY CURTAIN
- OVERHEAD LINE (OH E)
- UNDERGROUND TELEPHONE (UG T)
- SANITARY SEWER (SS)
- STORM DRAIN (SD)
- 14K WSL
- PROJECT BOUNDARY
- RETAINING WALL
- N TRAIL
- EX UTILITY POLE
- PLANTED RIP RAP
- SOIL AND BIODEGRADABLE NETTING
- LOG CRIB WALL
- KEYED IN LOGS
- UPLAND ZONE PLANT PALETTE
- TRANSITIONAL ZONE PLANT PALETTE
- OVERBANK ZONE PLANT PALETTE
- WOODS ROSE AND SKUNKBUSH SUMAC

ABBREVIATIONS

AC	ASPHALT CONCRETE
AB	AGGREGATE BASE
APPROX/~	APPROXIMATELY
CDFW	CA DEPARTMENT OF FISH AND WILDLIFE
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE
CONC	CONCRETE
DBH	DIAMETER BREST HEIGHT
DIAM	DIAMETER
EG	EXISTING GRADE
EX	EXISTING
EL	ELEVATION
FT	FEET
ENF	EL DORADO NATIONAL FOREST
INV	INVERT
LB	LEFT BANK
LG	LARGE
LOD	LIMIT OF DISTURBANCE
MAX/MIN	MAXIMUM/MINIMUM
N	NEW
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OHWM	ORDINARY HIGH WATER MARK
OTR	ONE TRUCKEE RIVER
PR	PROPOSED GRADE
PVC	POLYVINYL CHLORIDE
RB	RIGHT BANK
RC	RELATIVE COMPACTION
RSP	ROCK SLOPE PROTECTION
SF	SQUARE FOOT
STA	STATION
TBD	TO BE DETERMINED
TRWC	TRUCKEE RIVER WATERSHED COUNCIL
TYP	TYPICAL
VERT	VERTICAL
W/	WITH
WSE	WATER SURFACE ELEVATION
#	NUMBER
%	PERCENT
'	FEET
"	INCHES
@	AT
3:1	HORIZONTAL TO VERTICAL SLOPE

CONTACT THE ENGINEER FOR SYMBOLS OR ABBREVIATIONS NOT SHOWN

DRAWING SYMBOLS



UTILITIES:

CABLE TELEVISION: **CHARTER COMMUNICATIONS:** 888.369.2408
 NATURAL GAS: **NV ENERGY:** 775.834.4444
 ELECTRIC: **NV ENERGY:** 775.834.4444
 SEWER AND STORM DRAIN: **CITY OF RENO SEWER SERVICE:** 775.334.2095
 WATER: **TRUCKEE MEADOWS WATER AUTHORITY:** 775.834.8080
 TELEPHONE: **ATT:** 800.288.2020

TOPOGRAPHY AND AERIAL IMAGE SOURCE AND CONTROL:

TOPOGRAPHY SOURCE - TRUCKEE TOPOBATHYMETRIC LiDAR (10.05.2014)
 HORIZONTAL CONTROL - NAD83 WEST US FEET (1984)
 VERTICAL CONTROL - NAVD88 (GEOID99)
 AERIAL IMAGE - BING 2021

30% DESIGN NOT FOR CONSTRUCTION

Broadhead Park Restoration
 Reno, NV 89502

Notes

Designed:	Drawn:	Checked:
CYB	JA	CYB

File Date: 06/17/2022

REVISIONS:		
No.	Date	Description

Notes:

Sheet Scale: AS SHOWN



**WILDSCAPE
ENGINEERING**
WILDSCAPE ENGINEERING, INC.
1901 Airport Rd, Suite #100
South Lake Tahoe, CA 96150
www.wildscape-engineering.com

SWCA
ENVIRONMENTAL CONSULTANTS

RCI
Resource Concepts Inc

CITY OF
RENO



**Brodhead Park
Restoration**
Reno, NV 89502

Sheet Index

Designed: Drawn: Checked:

CYB JA CYB

File Date: 06/08/2022

REVISIONS:

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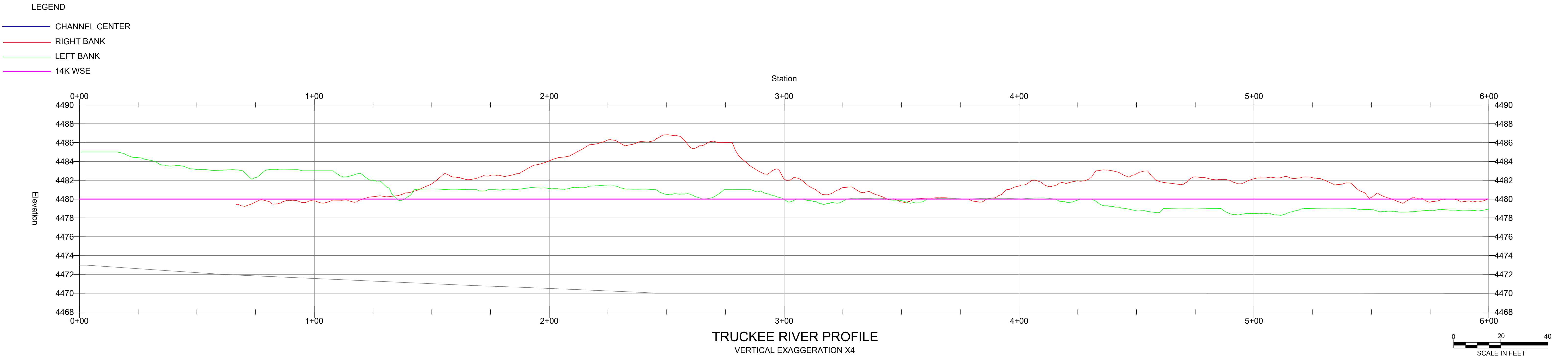
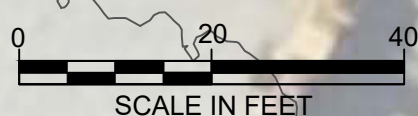
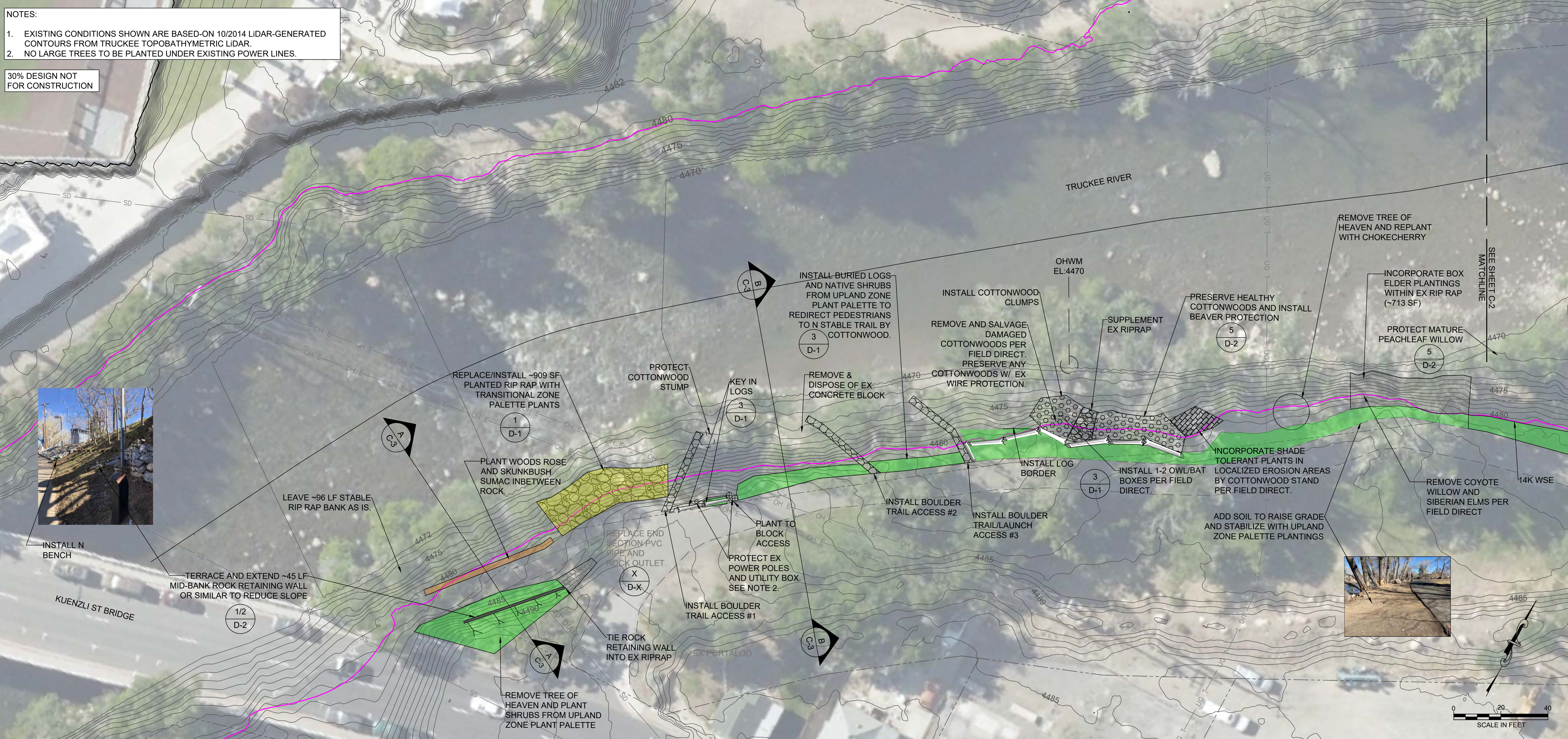
NOTES:
 1. EXISTING CONDITIONS SHOWN ARE BASED-ON 10/2014 LIDAR-GENERATED CONTOURS FROM TRUCKEE TOPOBATHYMETRIC LIDAR.
 2. NO LARGE TREES TO BE PLANTED UNDER EXISTING POWER LINES.

30% DESIGN NOT FOR CONSTRUCTION



Brodhead Park Restoration
 Reno, NV 89502

Plan and Profile



Designed:	Drawn:	Checked:
CYB	JA	CYB
File Date: 06/16/2022		
REVISIONS:		
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Designed: CYB
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 File Date: 06/16/2022

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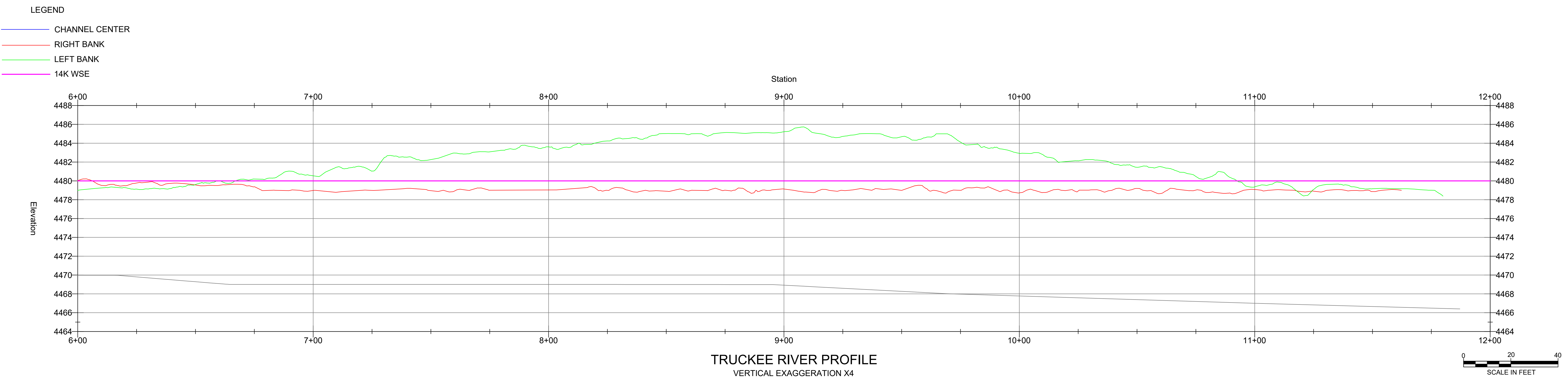
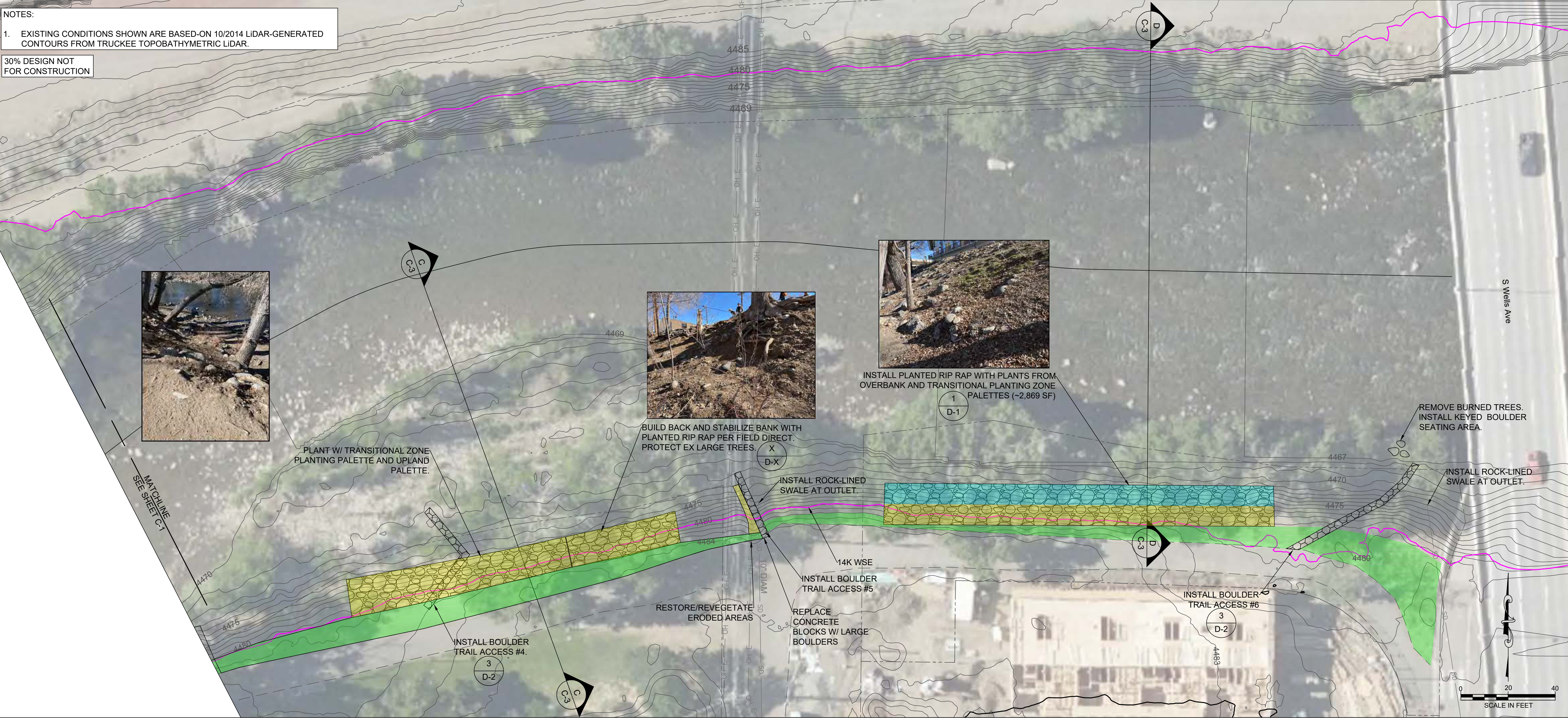
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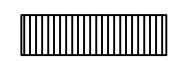

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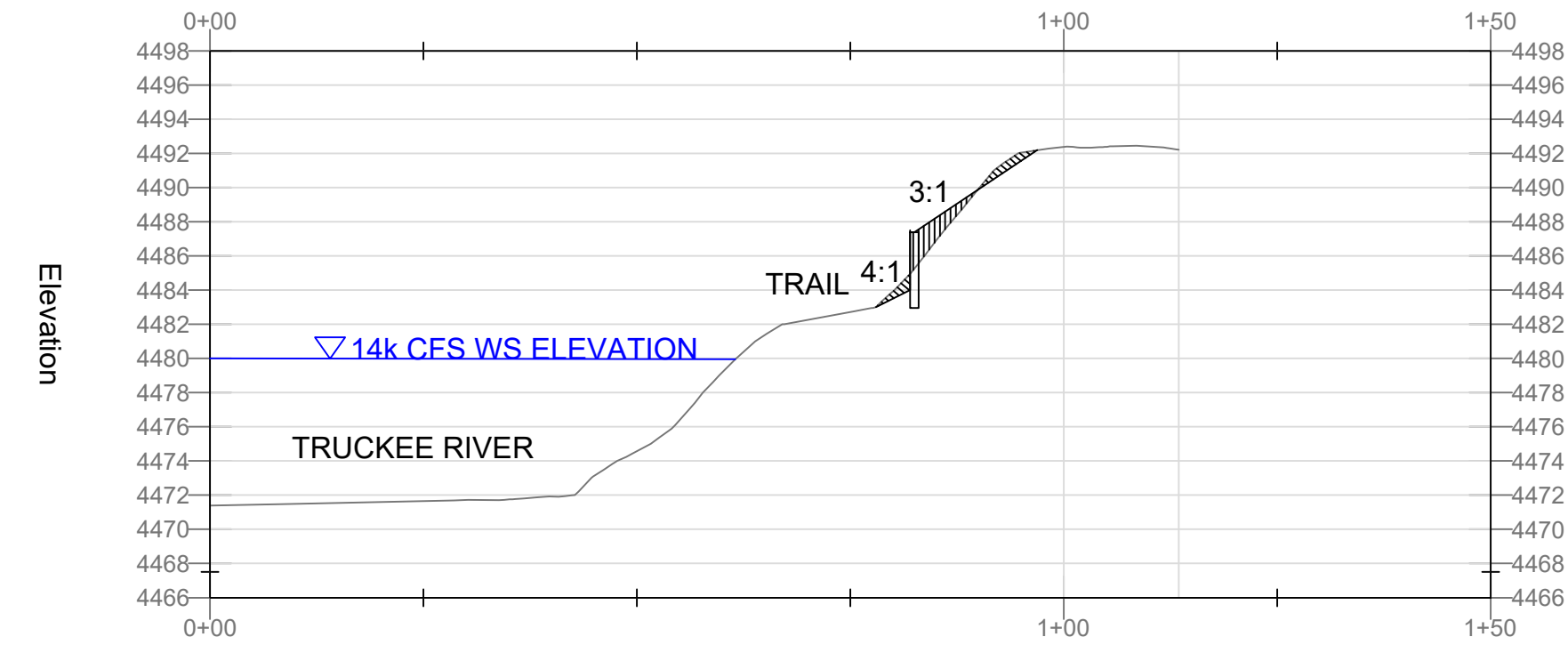
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30% DESIGN NOT FOR CONSTRUCTION

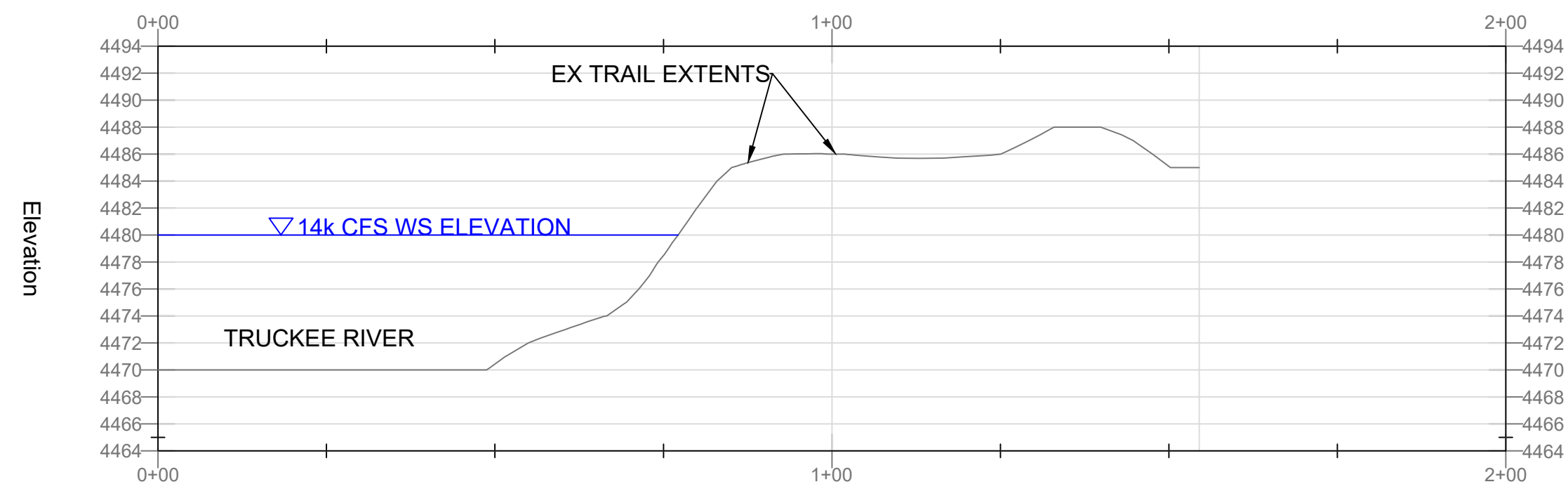


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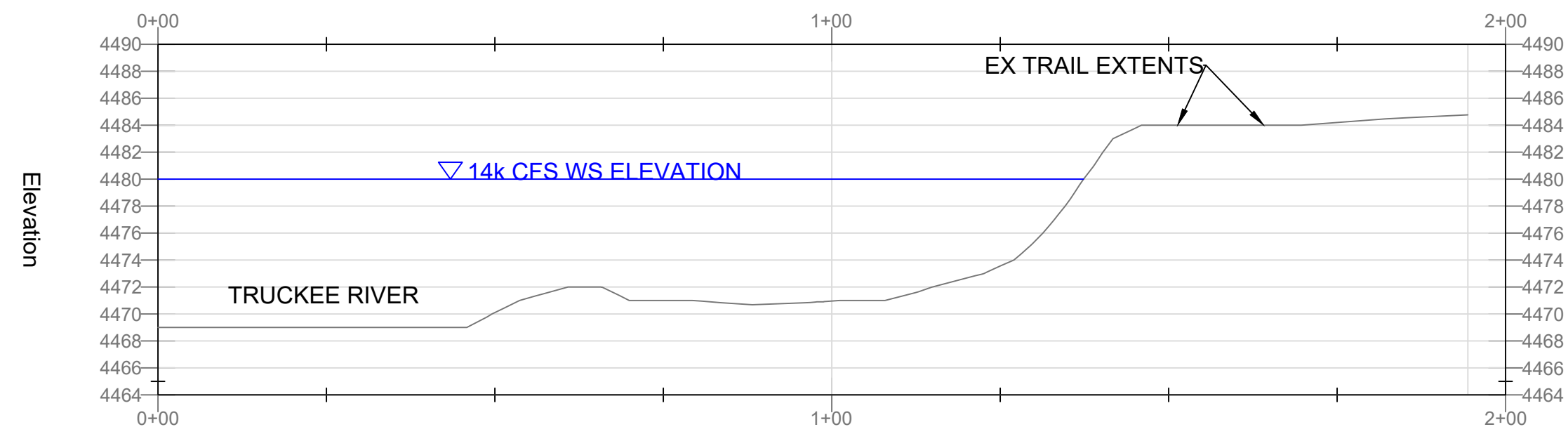
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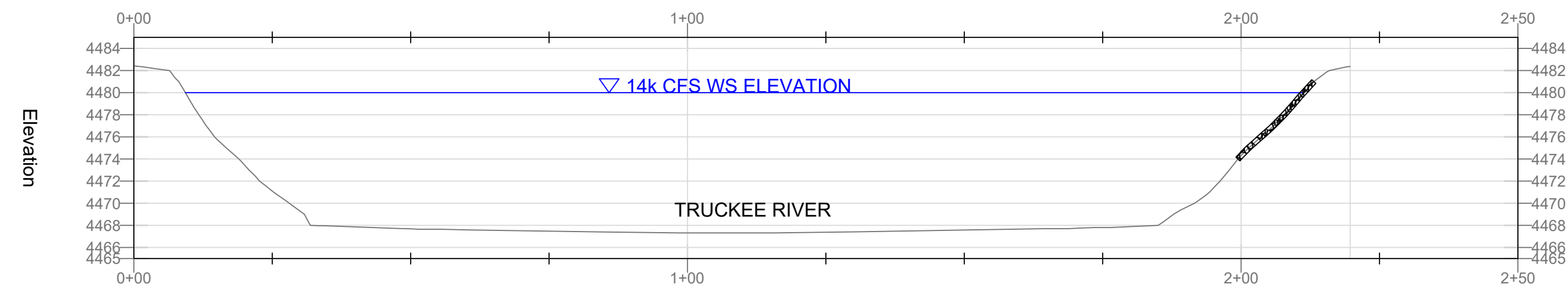
SECTION A-A
VERTICAL EXAGGERATION X2



SECTION B-B
VERTICAL EXAGGERATION X2



SECTION C-C
VERTICAL EXAGGERATION X2



SECTION D-D
VERTICAL EXAGGERATION X2



WILDSCAPE ENGINEERING
WILDSCAPE ENGINEERING, INC.
1901 Airport Rd, Suite #100
South Lake Tahoe, CA 96150
www.wildscape-engineering.com



**Brodhead Park
Restoration**
Reno, NV 89502

Sections

Designed: CYB	Drawn: JA	Checked: CYB
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File Date: 06/17/2022

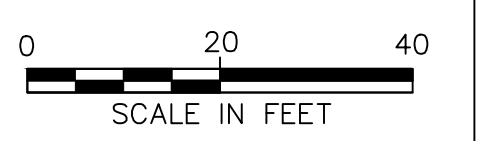
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C-3

30% DESIGN NOT FOR CONSTRUCTION



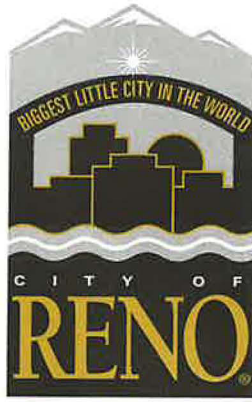
Attachment C
Detailed Project Budget

One Truckee River

Brodhead Park Restoration Project Budget

Estimated Income	Secured TRF	Request to RTC	Total Budget
Secured funds from Truckee River Fund (TRF) for Milestone I and II	\$ 149,515		\$ 149,515
Request to RTC TA Set-Aside Program for Milestone III			
Total Estimated Income	\$ 149,515		\$ 149,515
Estimated Expenses	Secured TRF	Request to RTC	Total Budget
Milestone I - 30% Design			
Direct Expenses			
OTR Executive Director to oversee planning process and to and to conduct public outreach about the project (36 hrs.)	\$ 2,692		\$ 2,692
Environmental Consultant to conduct restoration plan development to 30%	\$ 28,836		\$ 28,836
Engineering design for restoration plan development to 30%	\$ 24,250		\$ 24,250
Total of Direct Expenses	\$ 55,778		\$ 55,778
In-Direct Expenses 25% including accounting and bookkeeping, printing and reproductions, postage, office supplies, insurance, utilities, tel-communications, dues, and subscriptions.	\$ 13,945		\$ 13,945
Total for Milestone I - Completed in Winter of 2022	\$ 69,723	\$ -	\$ 69,723
Milestone II - 60% Design			
Direct Expenses			
OTR Executive Director to oversee the planning process (9 hrs.)	\$ 675		\$ 675
Environmental Consultant to conduct restoration plan development to 60%	\$ 31,604		\$ 31,604
Engineering design for restoration plan development to 60%	\$ 18,694		\$ 18,694
Topographic Survey	\$ 12,860		\$ 12,860
Total of Direct Expenses	\$ 63,833		\$ 63,833
In-Direct Expenses 25% including accounting and bookkeeping, printing and reproductions, postage, office supplies, insurance, utilities, tel-communications, dues, and subscriptions.	\$ 15,958		\$ 15,958
Total for Milestone II - Estimated Completion by Fall 2023	\$ 79,791		\$ 79,791
Milestone III - Completion of Design, Permitting, and Implementation			
Direct Expenses			
OTR Executive Director to oversee planning and preparation (288hrs) to oversee the completion of the planning, permitting, and installation and to conduct public outreach about the project		\$ 21,078	
Environmental Consultant to conduct restoration plan development to 100%		\$ 78,181	
Engineering design for restoration plan development to 100%		\$ 104,182	
Environmental Consultant Bid and Construction Oversight and Permit Closeout		\$ 34,455	
Engineering Bid and Construction Oversight and Permit Closeout		\$ 51,683	
Plant Propagation		\$ 10,000	
Aquatic Resources Delineation		\$ 20,000	
Permit preparation (administrative draft of permits, ready to submit)		\$ 34,715	
Site Preparation/Temp Erosion Control		\$ 7,695	
Bank Erosion Control & Trail Improvements		\$ 178,415	
Mobilization & Demobilization		\$ 22,083	
City of Reno Permits		\$ 3,500	
Total of Direct Expenses		\$ 565,987	
Contingency (25%)		\$ 141,497	
In-Direct Expenses 10% including accounting and bookkeeping, printing and reproductions, postage, office supplies, insurance, utilities, tel-communications, dues, and subscriptions.		\$ 70,748	
Total for Milestone III - Estimated Completion in 2025		\$ 778,232	\$ -
Total Expenses	\$ 149,514	\$ 778,232	\$ 927,746

Attachment D
Letters of Support



May 9, 2023

Dear Regional Transportation Commission of Washoe County,

On behalf of the City of Reno, Parks and Recreation, I am providing a letter of support for the One Truckee River Brodhead Park Restoration Project ("Project"). The Project includes restoration and vegetation management efforts and erosion control. It will decrease invasive species along the Tahoe-Pyramid Trail, a renowned recreational pathway along the Truckee River. The Project will provide water pollution prevention and improve wildlife connectivity along the urban reach of the Truckee River Corridor in Reno, Nevada.

The Brodhead Park Restoration Project has completed 30% design with City of Reno and Carson-Truckee Water Conservation District engagement and guidance. Truckee River Fund awarded \$79,000 to take the Project to 60% design. One Truckee River ("OTR") estimates completion of 60% design by late summer of 2023.

City of Reno, Parks and Recreation, supports the Brodhead Park Restoration Project efforts to apply for grant funding from RTC's Transportation Alternatives (TA) Set-Aside Program Grant Application to conduct design work from 60% to 100%, permitting, and installation.

This Project will improve a segment of the renowned recreational trail, the Tahoe-Pyramid Trail, linking communities to the Truckee River from Lake Tahoe to Pyramid Lake. It is an interregional bicycle and pedestrian connector that is a valuable asset to the Truckee Meadows region.

Please don't hesitate to reach out to me in regard to this support of One Truckee River Brodhead Park Restoration Project efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Ulyot", is written over a horizontal line.

Nathan Ulyot, Director
City of Reno, Parks and Recreation



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

5/4/2023

Dear Regional Transportation Commission of Washoe County,

On behalf of City of Reno, I am providing a letter of support for the One Truckee River Brodhead Park Restoration Project (Project). The Project includes restoration and vegetation management efforts and erosion control. It will decrease invasive species along the Tahoe-Pyramid Trail, a renowned recreational pathway along the Truckee River. The Project will provide water pollution prevention and improve wildlife connectivity along the urban reach of the Truckee River Corridor in Reno, Nevada.

The Brodhead Park Restoration Project has completed 30% design with City of Reno and Carson-Truckee Water Conservation District engagement and guidance. Truckee River Fund awarded \$79K to take the Project to 60% design. OTR estimates completion of 60% design by late summer of 2023.

City of Reno supports the Brodhead Park Restoration Project efforts to apply for grant funding from RTC's Transportation Alternatives (TA) Set-Aside Program Grant Application to conduct design work from 60% to 100%, permitting, and installation.

This Project will improve a segment of the renowned recreational trail, the Tahoe-Pyramid Trail, linking communities to the Truckee River from Lake Tahoe to Pyramid Lake. It is an interregional bicycle and pedestrian connector that is a valuable asset to the Truckee Meadows region.

Please don't hesitate to reach out to me in regard to this support of One Truckee River's Brodhead Park Restoration Project efforts.

Sincerely,

David Lake, PE
Associate Civil Engineer
Utility Services
City of Reno
Cell: 775-741-0046
Email: laked@reno.gov



a 501(c)(3) organization

www.tahoepyrandidtrail.org

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

May 17, 2023

Dear Regional Transportation Commission of Washoe County,

On behalf of the Tahoe-Pyramid Trail, I am providing a letter of support for the One Truckee River Brodhead Park Restoration Project (Project). The Project includes restoration and vegetation management efforts and erosion control. It will decrease invasive species along the Tahoe-Pyramid Trail, a renowned recreational pathway along the Truckee River. The Project will provide water pollution prevention and improve wildlife connectivity along the urban reach of the Truckee River Corridor in Reno, Nevada.

The Brodhead Park Restoration Project has completed 30% design with City of Reno and Carson-Truckee Water Conservation District engagement and guidance. Truckee River Fund awarded \$79K to take the Project to 60% design. OTR estimates completion of 60% design by late summer of 2023.

The Tahoe-Pyramid Trail supports the Brodhead Park Restoration Project efforts to apply for grant funding from RTC's Transportation Alternatives (TA) Set-Aside Program Grant Application to conduct design work from 60% to 100%, permitting, and installation.

This Project will improve a segment of the renowned recreational trail, the Tahoe-Pyramid Trail, linking communities to the Truckee River from Lake Tahoe to Pyramid Lake. It is an interregional bicycle and pedestrian connector that is a valuable asset to the Truckee Meadows region.

Please don't hesitate to reach out to me in regard to this support of One Truckee River's Brodhead Park Restoration Project efforts.

Sincerely,

Mark D. Cameron
Executive Director

One Truckee River

Brodhead Park Restoration Project Milestone III

Estimated Income	Match	Request to RTC	Total Budget
<i>Pending funds</i> from Truckee River Fund (TRF) for Milestone III	14,878		14,878
<i>Pending funds</i> from Western Regional Water Commission for Milestone III	21,304		21,304
Request to RTC TA Set-Aside Program for Milestone III		687,453	687,453
Total Estimated Income	36,182	687,453	723,635
Estimated Expenses	Match	Request to RTC	Total Budget
Milestone III - Completion of Design, Permitting, and Implementation			
Direct Expenses			
OTR Executive Director to oversee planning and preparation (576 hrs.) to oversee the completion of the planning, permitting, and installation and to conduct public outreach and partner and volunteer coordination during and after the implementation of the Project	25,170	16,994	42,164
Engineering design for restoration plan development to 100%		91,930	91,930
Engineering Bid and Construction Oversight and Permit Closeout		51,685	51,685
Plant Propagation		25,000	25,000
Aquatic Resources Delineation Permit preparation (administrative draft of permitsto submit)		20,000	20,000
Site Preparation/Temp Erosion Control		34,715	34,715
Culverts		7,694	7,694
Bank Erosion Control & Trail Improvements include one year warranty		178,420	178,420
Mobilization & Demobilization		22,090	22,090
City of Reno Permits		3,500	3,500
Monitoring and Adaptive Management		26,200	26,200
Total of Direct Expenses	25,170	478,228	503,398
Contingency (25%)	6,293	119,557	125,850
Indirect expenses 15% including accounting and bookkeeping, printing and reproductions, postage, office supplies, insurance, utilities, tel-communications, dues, and subscriptions.	4,719	89,668	94,387
Total for Milestone III - Estimated Completion in 2025	36,182	687,453	723,635

Funds secured from Truckee River Fund for Milestone I and II totaled \$149,515.



REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
Transportation Alternatives (TA) Set-Aside Program Grant Application

Submit application materials by May 19, 2023, to gdollarhide@rtcwashoe.com

Attach additional pages if needed.

Applicant Agency **Truckee Meadows Parks Foundation**

Applicant Agency Address, City, State, Zip
50 Cowan Drive, Reno Nevada 89509

Contact Person's Information

Name **Jay Howard** Title **Trails Program Manager**

Phone Number **775 301-3098** Email Address **jay@tmparksfoundation.org**

Project Name **Rosewood Trailhead Project**

Description of Project Location and Limits (must include map as separate attachment)
Please see attached grant application supplemental information document.

Project Description (include need, benefits, and relation to goals selected below)
Please see the attached grant application supplemental information document.

Which goals of the Regional Transportation Plan and/or One Nevada Plan do the project address (check all that apply)?

Regional Transportation Plan

- Improve and Promote Safety
- Promote and Foster Equity and Environmental Justice
- Integrate Land-Use and Economic Development
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Enhance Regional Connectivity

One Nevada Transportation Plan

- Enhance Safety
- Preserve Infrastructure
- Optimize Mobility
- Transform Economies
- Foster Sustainability
- Connect Communities

PROJECT COST ESTIMATE (a detailed project budget must be included as a separate attachment)

Total Project Cost	Amount Reimbursable to Applicant Agency	Applicant Agency Match Requirement (5%)
\$ \$173,684	\$ \$165,000	\$ \$8,684

Source of Match Funds (list source(s) of funds and indicate whether funds are cash or in-kind; in-kind match requires further explanation)
Please see the attached grant application supplemental document.

Project Schedule (describe the projected project schedule and indicate whether it is part of a phased project; attach additional documentation as appropriate)
Please see the attached grant application supplemental information document.

Ongoing Maintenance (describe the ongoing maintenance requirements after the project has been implemented, including cost and agency(ies) responsible).
Please see the attached grant application supplemental information document.

SCORING CRITERION #1: Project Benefits/Safety Enhancement (5 points possible)

Is the project included in an adopted plan, study or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan? Describe the context of the plan, study, or program (description must be consistent with goals selected on page 1).
Please see the attached grant application supplemental information document.

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users? If yes, please explain.
Please see the attached grant application supplemental information document.

Does the project serve multiple modes of transportation? If yes, please explain.
Please see the attached grant application supplemental information document.

Does the project provide connectivity to an existing regional transportation facility or provide clear benefits to the community according to the stated purpose of the TA Set-Aside Program? If yes, please explain. Please see the attached grant application supplemental information document.

SCORING CRITERION #2: Equity and Environmental Justice (2 points possible)

Is the project located in an area serving an Environmental Justice population as identified in Chapter 9 of the [2050 Regional Transportation Plan](#) (see pg 166)? Provide additional context about the area served by the project.

Please see the attached grant application supplemental information document.

Does the project provide access to essential services, including medical, employment, or educational facilities? Please describe how access to each applicable service is provided.

Please see the attached grant application supplemental information document.

SCORING CRITERION #3: Project Readiness (5 points possible)

Infrastructure Projects (respond to one of the following implementation scenarios)

Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquisition of right-of-way, utility relocation, and/or project meets the criteria for a categorical exclusion, according to 23 C.F.R. 771.117(c): Note: 30% design or equivalent documentation must be provided. Describe how project meets this criteria.

This project represents the phase one design phase of the Rosewood Trailhead project. As indicated above, this portion of the overall project will result in all levels of design, but not construction activities (yet), and will be completed within a 12-month timeframe. This project will allow for phase 2 construction to happen, yet phase two is not anticipated to need utility relocation or right of way acquisition. Phase two construction will be eligible for categorical exclusion as well.

Project will likely take up to 36 months to construct. Project includes right-of-way acquisition, utility relocation, and/or the project will require an environmental assessment/impact statement. Describe how project meets this criteria.

N/A

Non-infrastructure Projects (respond to one of the following implementation scenarios)

Educational/outreach program is established and schools/partnerships have been identified. Project evaluation criteria is in place to measure program effectiveness. Project can be implemented within 12 months. Note: evidence of an educational/outreach program, communication about the program with schools and/or other partners, and project evaluation criteria must be included as a separate attachment. Describe how project meets this criteria.

N/A

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. Describe how project meets this criteria.

N/A



**Regional Transportation Commission of Washoe County
Transportation Alternatives (TA) Set-Aside Program Grant Application**

Rosewood Trailhead Phase One Design Project
Supplemental Information to the Grant Application (fillable document)

Description of Project Location and Limits:

The project site address is: 6800 Pembroke Drive, Reno Nevada 89502. This location can be found on the southwest corner of Pembroke Drive and Veterans Parkway in south Reno. The extent of the project limits is the existing facility parking lot with the addition of a 50-foot perimeter or boundary. Additional minor limits may be required for utility connections in the area of the Rosewood visitor center such as sewer, water, and power.

Project Description:

Purpose and Need: To provide a safe pedestrian and bicycle access point to the Veterans multi-use pathway, that will further connect users to nearby trail systems. To commence a trailhead design process with a private-sector firm that will initiate a survey of the site, develop design opportunities, and culminate with the selection of facility options. Deliverables will also include a bid-ready set of plans, engineers estimate, and construction documents for the next phase of the project, or the Rosewood Trailhead Phase Two Construction Project (not a part of this current funding request).

This application represents the design phase of the Rosewood Trailhead project; a task that will enable the planning and design of a formal trailhead facility in an existing parking lot of the Rosewood Nature Study Area, to include a bid-ready plan set and specifications document. Rosewood itself was once the City of Reno Rosewood Lakes Golf Course. The non-profit Truckee Meadows Parks Foundation was selected to oversee the development and operation of the site. The Rosewood parking lot has significant potential for being developed into a formal trailhead, but is in need of upgrading and development to meet this goal. The facility and parking lot is located in an area that is adjacent (or near) to a number of regional trail systems – primarily the Veterans Parkway shared use path, Truckee River Path or Tahoe Pyramid Trail, and the Washoe County Hidden Valley Regional Park trail system. The concept of transforming the Rosewood parking lot into a formalized trailhead facility includes many project elements that represent commonly accepted trailhead amenities, as well as a direct connection to the Veterans pathway. Please see the attached list of conceptual project elements.

It meets the goals of local and State transportation plans in the following categories:

1. *Improve and Promote Safety or Enhance Safety: the project elements that are described in this application such as off-roadway designated parking, lighting, fencing and gates, and way-finding signage, will all serve to enhance safety. Currently, there are no formal and developed trailhead parking areas for the Veterans Shared Use Path, and vehicles are parking on road shoulders in high traffic areas.*
2. *Enhance Regional Connectivity Connect Communities, and Environmental Justice: Connectivity in communities is greatly enhanced by providing for the access needs of trails and pathways in the Rosewood area. A formalized trailhead will allow and encourage users to utilize these local trails and pathways. And since the trailhead is free and open to anyone from the public sector, environmental justice is improved.*
3. *Optimize mobility and Integrate All Types of Transportation: Trailheads for non-motorized uses on trails and pathways does a lot to optimize all forms of mobility, in this case micro mobility, and fully integrates all forms of transportation.*
4. *Sustainability and Healthy Communities: Non-motorized uses greatly enhance environmental sustainability by removing vehicles from roadways (as people choose non-motorized forms of transportation over standard vehicles). The physical and mental benefits of non-motorized and recreational activities are well documented as well.*

Source of Match Funds:

Cash match will be based on funding related to Truckee Meadows Parks Foundation paid staff time for Rosewood Trailhead project management and contract oversight, anticipated to be the Truckee Meadows Trails program manager. These personnel funds will be from non-Federal sources secured by the Truckee Meadows Parks Foundation, and are anticipated to be from the E.L. Cord Foundation. This local cash match may also include fundraising from other similar private foundation sources.

Project Schedule:

Informal preliminary discussions have occurred with potential design consulting firms. Much of the conceptual scope and estimated timeline of project activities are based on these consultations. Further project actions will begin once funding is secured. Anticipated project milestones, and the total months for each design level are:

- *1 month: Project activities will begin once the funding agreement and notice to proceed (NTP) is in place. The formal request for qualifications (RFQ) and scope of work, quote selection, and contracting process will be executed.*
- *1 month: survey, existing conditions analysis, geotechnical report, utilities survey and assessment, preliminary project feasibility and constraints report.*
- *3 months: 30% design level - design alternatives evaluation, alternatives reporting, presentation and selection. Federal environmental clearance activities will begin.*
- *3 months: 60% design level, preferred design alternative – initial plan set review and engineers estimate. Truckee Meadows Parks Foundation fund-raising for Phase Two Construction will begin at the end of this period.*
- *3 months: 90% final design level - final plan set and budget review, and preliminary specifications document review.*

- *1 month: 100% design level - delivery of the bid-ready plan set, engineers estimate, and project specifications document.*

Total Rosewood Trailhead Phase 1 Design project period: 12 months.

Ongoing Maintenance:

Since this is a design-only phase of the project, there is no maintenance at this time. But, ongoing maintenance for the Rosewood Trailhead (once phase two construction is implemented) is expected to be minimal. There will likely be restriping needs in 5-10 years after operation, and repaving needs in 25 or more years, but these are items more related to capital improvements, and will be done by future projects, and fund-raising efforts. Any and all needs for routine maintenance and items like light replacements, graffiti removal, replacement of damaged items at the trailhead, signage etc, will be the responsibility of, and implemented by, the Truckee Meadows Parks Foundation, and related operational budgets.

Is the project included in an adopted plan, study, or program, or does it align with at least one stated goal of the Regional Transportation Plan or One Nevada Plan?

Yes. The Rosewood Trailhead supports regional transportation goals such as those seen in the RTC 2050 Transportation Plan. Those goals are: 1. Improve and Promote Safety 2. Integrate All Types of Transportation and 3. Promote Healthy Communities and Sustainability. Other regional plans have similar goals geared toward the support of micro-modal transportation. This includes the goals of the One Nevada Transportation Plan, that are: 1. Enhance safety 2. Preserve infrastructure 3. Optimize mobility 4. Foster sustainability and 5. Connect communities. This project will meet several goals of the Truckee Meadows Regional Planning Agency's 2019 Regional Plan as well, such as Improve Public Facilities, Land Use, and Transportation; and Goal #1 for the plan, Improve the Quality of Regional Living. The development of the Rosewood Trailhead also meets the mission and goals of the Truckee Meadows Parks Foundation for community support, inclusion and equity, and promotion of micro-modal transportation and adaptive cycling. Lastly, signage and wayfinding alternatives will follow with the goals of the Rosewood Master Plan, and the recently completed Rosewood Signage Plan.

Does the project provide traffic calming measures or safety measures that benefit non-motorized road users?

Yes. It has often been demonstrated in regional transportation and trails plans that trailhead facilities represent a level of safety not seen over having people just park along roadways. Many times, over the last year, staff at Rosewood have seen vehicles park along Pembroke Drive near Veterans Parkway on the narrow road shoulder, in order to access the pathway. This represents an unsafe situation for operators and pedestrians alike. The Rosewood Trailhead would give users the opportunity, and even encouragement, to park in a designated parking lot and not along open roadways. The degree of safety and security always increases for non-motorized

users with the formalizing of a facility for a designated use. I would cite several measures associated with this project that increase safety: 1. Designated off-roadway parking for pathway users 2. Overhead and pathway lighting in parking area 3. Security fencing and automatic gate(s) 4. Established direct and safe connection to the Veterans pathway system. It is widely accepted that a formalized trailhead facility provides a much higher level of safety for vehicle operators and trail users alike over simple on-street parking.

Does the project serve multiple modes of transportation?

Yes. The development of the Rosewood Facility will indeed serve multiple modes of general transportation. A Trailhead serves the needs of recreation activities, as well as our daily transportation needs. This facility will provide a park and ride (walking, bicycling, etc) for connections throughout south and southeast Reno, and even southeastern Sparks. The non-motorized micro mobility user groups that will be accommodated at this facility include: Walkers, Runners, Hikers, (traditional) Bicycles and E-bikes, Scooters and Mopeds, as well as Adaptive Cycles, which typically include Trikes, or various forms of 3-wheeled machines that can be operated by legs or arms. The Reno Adaptive Cycling Center is now available at the Rosewood Nature Study facility. The membership-based program will allow people with disabilities to utilize the City's adaptive bikes and go directly onto regional pathways, getting rid of the need for adaptive bike transportation to sites by users.

Does the project provide connectivity to a regional transportation facility, or provide clear benefits to the community?

Yes. This trailhead project proposes to support a high level of connection between communities and public services. The Veterans Parkway pathway (to include the striped section) connects from the Geiger Grade roundabout in the south to the Sparks Blvd region in the north. There are 6 major residential developments, multiple restaurants, and at least 3 major shopping areas along this route (Demonte Ranch shopping center, South Meadows shopping, and the Legends shopping mall). Countless destinations can be accessed just 2 miles north on the Veterans pathway by connecting with the Truckee River Path or the 114-mile Tahoe Pyramid Trail (connecting Tahoe City to Pyramid Lake). It is a very reasonable ride on a bicycle, or other multimodal means, to travel into the heart of the Reno area along the river, even the Reno City Plaza and downtown area itself. The Truckee River Path also connects multiple city and county parks, such as Cottonwood, Rock, Fishermans, Idlewild, Wingfield and Mayberry parks. There are no other two pathways in the Truckee Meadows that make such a high number of regional connections with public facilities.

Is the project located in an area serving an environmental justice population as identified in Chapter 9 of the 2050 Plan?

Yes. This project will allow for a formal trailhead facility where none exists at this time. Walking, biking, and other forms of micro-mobility frequently occur on the Veterans pathway system,

although access to the path is often limited to users of the immediate region due to the lack of trailhead facilities. This parking and access issue represents a major barrier to use of the pathway. The development of the Rosewood Trailhead facility will greatly improve access to the region's recreational and transportation opportunities for users outside of the immediate area. Reno and Sparks have a high number of low-income neighborhoods and otherwise 'underserved' communities with respect to accessible recreation opportunities as well. These areas include the underserved and lower income communities of older Reno homes to the west of Rosewood. Rosewood is a facility that is 'open to all', whereas many of the recreation facilities in Reno and Sparks are subject to varying levels of exclusivity such as membership-based clubs at high cost or closed developments with assessor parcel number (APN) requirements. Rosewood has also become the location for the City of Reno Adaptive Cycling Center. The facility will maintain alternative cycling equipment that is designed for people with disabilities. This opportunity and the improved ADA design at the Trailhead will allow for a much higher level of access for residents throughout the Truckee Meadows, and full accommodation for all user groups. It is a major goal of the Truckee Meadows Parks Foundation to serve a role in helping to increase Justice, Equity, Diversity, Accessibility, and Inclusion (JEDI) in Parks, Trails, and Open Spaces. JEDI is a foundational principle in everything that the Parks Foundation does and promotes.

Does the project provide access to essential services?

Yes. As indicated above, this trailhead project proposes to support a high level of connection between communities and public services along the Veterans Parkway pathway system. There are many residential developments, shopping malls, and a wide variety of businesses. This includes employment, medical, and educational facilities. For example, the Damonte High School and Middle School are within 2 miles (to the east) of the Veterans pathway. And can easily be accessed through residential roadways. Several elementary schools are near the pathway as well. In addition, the Renown hospital is less than a mile west of Veterans path, as well as smaller medical offices in Mall type areas. The Truckee River Path passes along multiple business and residential areas as well.

Again, there are no other two pathways in the Truckee Meadows that make such a high number of regional connections with businesses and public facilities.



02/01/2023

Rosewood Trailhead Project

Pre-Planning Scope Elements

Transportation Alternatives Grant Program - planning application for planning/design services

Include:

- site survey
- geotechnical report
- 30% design options (landscaping, lighting, restroom, shared use path, etc)
- 60% design
- 90 - 100% construction-ready bid documents and plan set

Requested: Proposed Scope of Work and Budget / Informal Project Quote

Informal Quote due: Mar 20, 2023

Project Element	Description
Parking Lot	Slurry seal, patching where needed, curb repair where needed. Possible full replacement.
Parking Lot	Striping, designated parking spaces - marked with 'trailhead', directional arrows from entrance to designated parking.
Parking Lot	Lighting. Consider either full pole downlights (standard parking lot lights), or 4-foot pathway down lights. Solar options?
Gate and Fencing	Automatic gate (new mechanism and gate), touch keypad, programming for auto open/close. Replacement of older chain link with modern decorative fencing.
Landscaping	Full landscaping and drip system irrigation, auto timers, deciduous trees and native shrubs/grasses, plant mulch, add to or repair existing DG land cover. Consider all native / xeriscape with rock/mulch cover and temporary irrigation (5-yr for plant establishment).
Share Use Path	Option 1: Approximately ¼ mile of divided/separated class 1 shared use path. 10-foot width paved asphalt, 1-foot DG shoulders and drainage structures as needed. Probable removal of concrete sidewalk. Location: From Rosewood parking lot east to intersection of Pembroke and Veterans with concrete apron tie-in to existing intersection crossing and

	Veterans pathway south. No landscaping. Option 2: a simple connection made following the same Class 1 standards from the northeast end of the parking lot to the Pembroke/Veterans intersection. Install lockable man-gate in existing fence.
Signage	Simple wayfinding signage with descriptions, 'You Are Here' Veterans Pathway map with landmarks, street crossings, TPT connection (north) and Veterans pathway (south). Limited site related interpretive signage? Rosewood Nature Study Area signage plan elements.
Site Amenities	Resting/preparation area. 4-post covered kiosk (steel, metal roof, 10-12 foot diameter), concrete pad, bench(s), possible picnic table(s), bicycle maintenance station, outdoor trash enclosures.
Restroom	Options review. Rosewood facility (with existing restrooms). Consider Rosewood visitor center (limited) hours. CXT vault toilet / wet CXT / portable toilet/pad / Portland Loo.

- Supporters and Sponsors (match funding assistance): RTC and NDOT (granting entities), City of Reno, HV&T, TPT, Truckee Meadows Bicycle Alliance, local Foundations. EDAWN.
- Potential Design Consultants: Stantec, Wood Rogers, Design Workshop.
- TAP/TA grant program: planning and design application.
- Consultants to provide grant application assistance - general site plan.
- Public scoping activities.
- City of Reno - TMT working group review



WOOD RODGERS

April 3, 2023

Truckee Meadows Parks Foundation
Jay Howard
50 Cowan Drive
Reno, Nevada 89509
jay@tmparksfoundation.org

RE: Rosewood Trailhead Project; Proposal for Site Survey, Geotechnical, and Design Services

Jay,

Thank you for contacting us with regards to the proposed Rosewood Trailhead Project for the Rosewood Nature Study Area located at 6800 Pembroke Drive (APN 021-160-44). As we understand, the Truckee Meadows Park Foundation (TMPF) is currently seeking services for a proposed scope of work for the Rosewood Trailhead Project at the Rosewood Nature Study Area which consists of reconstruction of the existing parking lot, construction of an approximately quarter-mile separated Class I Shared Use Path, additional lighting and gates, new restroom facilities, new covered rest areas, and associated new signage and landscaping. The covered rest area is anticipated to be a 4-post covered kiosk supported on standard spread foundations. Structures are anticipated to be lightly loaded. These elements are further outlined in more detail in the attached Pre-Planning Scope Elements attached to this proposal.

SCOPE OF SERVICES

1. Environmental Clearance to Support and NDOT/FHWA CatEx:

Wood Rodgers will coordinate with NDOT environmental staff to provide data and reports to support NDOT's development of an FHWA CE (Categorical Exclusion). Our initial discussions with NDOT have indicated that the following will need to be addressed at a minimum: biological resources, cultural resources, water resources/wetlands, environmental justice and 4f uses, if necessary. Once we are under contract with TMPF, Wood Rodgers will provide NDOT staff with the project area and request a finalist of resources that NDOT requires be evaluated for potential impacts under NEPA.

The project area was previously surveyed for the Southeast Connector Project. On behalf of Wood Rodgers, Great Basin Consulting Group, LLC, (GBGC) per NDOT requirements will provide A Class I Record Search, NDOT Screening Form including determination of effect, and will provide any coordination with NDOT cultural resources staff necessary.

Sub-Total for Task 1

\$15,000 TM

2. Surveying and Mapping Services

2.1 Topographic Design Survey

\$8,500 LS

Wood Rodgers will provide a topographic survey for the project site. An unmanned aircraft will be utilized to collect digital photographs. The aerial imagery will be collected over the subject parcel, plus adjacent roadways. Approximately seven acres of the NW portion of the parcel will be mapped topographically. Ground control and photo identification points will be established and measured by Wood Rodgers. One (1) foot contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by the Nevada GPS 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 which will include fences, roads, street improvements, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located, and invert elevations, pipe types and sizes will be obtained. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located. Project accuracy will conform to general accepted professional specifications established by the ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014).

2.2 Utility Locating

\$4,200 LS

Wood Rodgers will utilize a private underground utility locating service sub-consultant to mark existing utility locations that cannot be determined from surface evidence. Utility markings will be field located with the topographic survey, and will be used in conjunction with the utility findings map provided by the sub-consultant and utility dip information to create an existing utility base map.

2.3 Title Report

\$2,000 TM

Wood Rodgers will request a title report from a local title company for the subject property due to the lack of available assessment and recorded information on the subject property. The title report will also be used for easement plotting purposes.

2.4 Boundary Survey

\$6,500 LS

Wood Rodgers will perform a field boundary survey for a portion of the subject parcel to determine the southerly right-of-way of Pembroke Drive and the westerly right-of-way of Veterans Parkway directly adjacent to the project area. We will search for and locate existing property monumentation. In the event that existing monumentation is not found, we will search for and locate adjacent properties in order to assist in the re-establishment of the subject right-of-way lines directly adjacent to the project area. Wood Rodgers will analyze calculated and measured distances and compare found monumentation to record maps, deeds, right-of-way plans and title documentation. A resolved right-of-way/property line will be provided and, if necessary, we will meet with the client to discuss boundary conflicts and possible courses for problem resolutions. All easements of record as shown in the requested title report will be plotted and shown for the project area. Deliverables shall include an ACAD file of the resolved right-of-way lines and existing easements for the project area.

Sub-Total for Task 2

\$21,200 LS/TM

3. Geotechnical Services

Wood Rodgers will perform pavement coring and base/subgrade sampling by advancing hand augers to a depth of five feet below the existing grade (or until refusal is encountered) at two (2) to three (3) test hole locations to assess existing pavement conditions. Cores will be labeled and documented for dimensions and visual observations. Each exploration will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing on soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), and R-Value (ASTM D2844). Sulfate testing will also be performed to assess the site soils' effect on concrete elements. Explorations will be backfilled immediately after advance with the readily available site soils.

To compliment the hand augers in the pavement area, Wood Rodgers will perform United States Army Corps of Engineers (USACE) Dynamic Cone Penetrometer (DCP) testing at one of the test hole locations. The DCP consists of a 5/8-inch diameter steel rod with a steel cone attached to one end, which is driven into the base or subgrade by means of a sliding dual mass hammer. The depth of cone penetration is measured at selected penetration or hammer drop intervals. This penetration is related to the California Bearing Ratio (CBR), which is a subgrade strength parameter, using relationships developed by the USACE.

In addition to the hand augers, a shear wave velocity profile will be measured to a depth of 100 feet; this information will allow for Site Class determination as required by the International Building Code (IBC).

Upon completion of our exploration, laboratory, and office studies, a geotechnical letter will be completed for the project and will present the following:

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan.
- Descriptive logs of the explorations performed for this study.
- General summary of the site soils and geology.
- Summary of surface and ground water conditions encountered.
- Discussion regarding site seismicity and parameters for design.
- Site preparation and grading recommendations developed for standard spread foundations.
- Types of suitable foundations, appropriate footing depths and widths, anticipated settlements.
- Concrete and concrete slab-on-grade support options.
- Drainage considerations that may affect foundation and concrete slab-on-grade performance.
- Structural pavement sections.
- Recommendations for additional exploration as appropriate.

Field exploration can begin within 5 to 7 days of receiving written authorization to proceed. A written report will be available within about three to four weeks after the completion of the field investigation. One electronic copy of the report will be provided.

Sub-Total for Task 3

\$6,900 LS

4. Preliminary Design Services:

4.1 Preliminary Site Alternatives \$7,500 TM

Wood Rodgers will work with TMPF staff to prepare conceptual site plan alternatives (up to 3) including each of the project elements. This will include parking reconfiguration, gate location, landscape areas, shared-use path alignment with trail material/cover, signage locations (wayfinding, information kiosk, interpretive, etc.), rest/prep area locations, trash locations, bicycle maintenance station, and location of new restroom (if feasible). Options will include planning level cost for consideration when selecting materials, number of signs, restroom review and options, length of trails material, and landscape.

4.3 Preliminary Landscape Plan \$5,000 LS

Wood Rodgers will prepare a preliminary landscape plan for review with the preliminary engineering plans. The preliminary landscape plan will generally depict planting areas and up to two schematic designs for landscape areas.

4.3 Final Landscape Plan \$10,000 LS

Wood Rodgers will prepare a final landscape plan for review with the final engineering plans. The final landscape plan will depict specific planting areas and irrigation regimes based on the City of Reno Design Standards.

Sub-Total for Task 4 \$25,500 LS/TM

5. Civil Design Services:

5.1 Preliminary Civil Improvement Plans - 30% and 60% Design \$25,500 LS

- Wood Rodgers will develop site improvement plans based on the client selected alternative with respect to the project site improvements. This scope of work is to include the necessary onsite improvements for the development as currently understood, in one phase, which will include civil improvements to within five feet of any building footprints.
- It is our understanding that the proposed restroom facility will be a standalone manufactured unit that will be placed on-site and will require utility connections to include sanitary sewer, domestic water and electrical service.
- Said plans shall be based on the site plan developed with the client during the site plan development phase, and will include a detailed site demolition plan, site plan, grading plan, utility plan, erosion control plan, hydrologic basins map and any necessary supplemental plans such as standard details, soils boring logs, etc.
- Progress sets as deliverables are anticipated to occur at 30% and 60% CD milestones. Additional progress sets will be billed to the Client as a change order to this contract on a time and materials basis.
- Said plans shall conform to the City of Reno Public Works Design Manual and any applicable design criteria and specifications provided by the Client.

- Client to provide prior to commencement of design for the final improvement plans, the building footprint and door (ingress/egress) locations for each building along with utility points of connection and demand calculations as necessary.

The client understands that material modifications made to building footprints, utility connection points, doorway locations, etc. may require changes to the civil improvement plans. Such changes will be billed to the client as a change order to this contract.

5.2 Misc. Exhibit Preparation

\$3,000 TM

- At the Client's request, Wood Rodgers will prepare any exhibits that may be required. As the extent of this task is unknown at this time, the work will be performed on a Time & Materials basis.

Sub-Total for Task 5

\$28,500 LS/TM

6. Final Design & Construction Documents :

6.1 Final Civil Improvement Plans & Construction Docs – 90% & 100% Design

\$18,500 LS

- Wood Rodgers will develop final improvement plans and construction documents based on comments during the final 60% design review.
- Said plans shall be based on the site plan developed with the client during the site plan development phase, and will include a detailed site demolition plan, site plan, grading plan, utility plan, erosion control plan, hydrologic basins map and any necessary supplemental plans such as standard details, soils boring logs, etc.
- Progress sets as deliverables are anticipated to occur at 30% and 60% CD milestones. Additional progress sets will be billed to the Client as a change order to this contract on a time and materials basis.
- Said plans shall conform to the City of Reno Public Works Design Manual and any applicable design criteria and specifications provided by the Client.
- Client to provide prior to commencement of design for the final improvement plans, the building footprint and door (ingress/egress) locations for each building along with utility points of connection and demand calculations as necessary.

The client understands that material modifications made to building footprints, utility connection points, doorway locations, etc. may require changes to the civil improvement plans. Such changes will be billed to the client as a change order to this contract.

6.2 Technical Drainage Report

\$6,500 LS

- Wood Rodgers will prepare a Hydrology Report and Model in conformance with the City of Reno Design Manual, the Truckee Meadows Regional Design Manual and the NDOT Drainage Manual for the civil improvements proposed. This report will include modeling of on-site storm drain systems as well as an examination of the current infrastructure available to service the site.
- The existing storm drain infrastructure in place is marginal and may not support the developed state runoff that will be generated from the site. This may require the use of on-site detention

either above or below ground to mitigate the developed flows and to ensure no adverse impacts on surrounding properties.

- As the site is over 1 acre in size, it is subject to the City of Reno's Low Impact Development Ordinance, and as such, will be required to demonstrate low impact development measures to mitigate developed state storm water discharges. Wood Rodgers will coordinate with the Design Team to design LID measures that mitigate developed state flows while keeping project economics in mind.

6.3. Technical Sewer Report

\$2,500 LS

- Wood Rodgers will prepare a Sanitary Sewer Report in accordance with the City of Reno Design Manual for the improvements proposed. This report will describe the improvements proposed, provide hydraulic analysis of the sewer facilities on site, and confirm total anticipated flows for the full project with respect to downstream capacity.
 - *It is not anticipated at this time that offsite improvements to the existing sewer system will be necessary to support development of this project. In addition, sewer monitoring in support of the technical sewer report is not included. If required during permit review, an Extra Work Authorization to this contract will be submitted to the Client for review and approval prior to commencement of that work.*

6.4 TMWA Water Project

\$6,500 LS

- Wood Rodgers will prepare separate water improvement plans as necessary for the onsite public water facilities per TMWA requirements. We have anticipated this separate TMWA water project to consist of the necessary domestic and landscape irrigation service facilities in conjunction with the on-site civil improvement permit.
- Wood Rodgers will be required to prepare separate water plans with plan and profile drawings detailing any public water main improvements, domestic services, irrigation services, and fire hydrants. This water plan set is required to be reviewed and approved by TMWA and Washoe County Health Department prior to the issuance of any permits by the City of Reno. Hydraulic analysis and main sizing for all public water mains to be provided by TMWA.
 - *It is not anticipated at this time that offsite improvements to the public water system will be necessary to support development of the project. Should that change as a result of TMWA's modeling of the system, an Extra Work Authorization to this contract will be submitted to the Client for review and approval prior to commencement of that work.*

6.5 Dry Utility Design Coordination

\$3,000 TM

- Wood Rodgers will provide support on an as needed basis to coordinate the application for and design of the utilities (electric, gas, phone, CATV) for the site with the applicable utility companies. Each utility company will then provide its own design for use in construction. The client's architect and trade consultants shall provide submittal information including but not limited to demand calculations, utility connection points, meter and panel specifications, etc.

6.6 Construction Cost Estimating/Bond Estimate

\$6,000 TM

- Wood Rodgers will prepare on-site private construction and development cost estimates as requested by the Client at 30%, 60%, and 100% design milestones. In addition, Wood Rodgers will prepare a public improvements bond estimate and will coordinate with the Client to provide

the required improvement agreement documents associated with the civil improvement permit. As the extent of this task is unknown at this time, the work will be performed on a Time & Materials basis.

Sub-Total for Task 5 **\$43,000 LS/TM**

7. Design Team Meetings & Coordination

Wood Rodgers will meet, coordinate and collaborate with the Client and Design Team throughout the life of the project. This line item is intended to be used for periodic meetings and work effort necessary to coordinate with the numerous disciplines involved. As the extent of this work effort is unknown, a Time & Materials budget not to be exceeded without prior written authorization is proposed.

Sub-Total for Task 7 **\$10,000 TM**

Total Estimated Fee **\$150,100 LS/TM**

Total Estimate with 10% Contingency for unforeseen Design Changes **\$165,000 LS/TM**

The above costs are estimates based on the proposed scope of work. These costs do not include agency fees or permit costs, project bidding support, construction engineering and inspection, resident engineer services during construction, or actual construction costs.

Should you have any questions please do not hesitate to contact me at dkirkland@woodrogers.com or by phone (775) 828-7742.

Thanks!



Derek Kirkland, AICP
Principal Planner

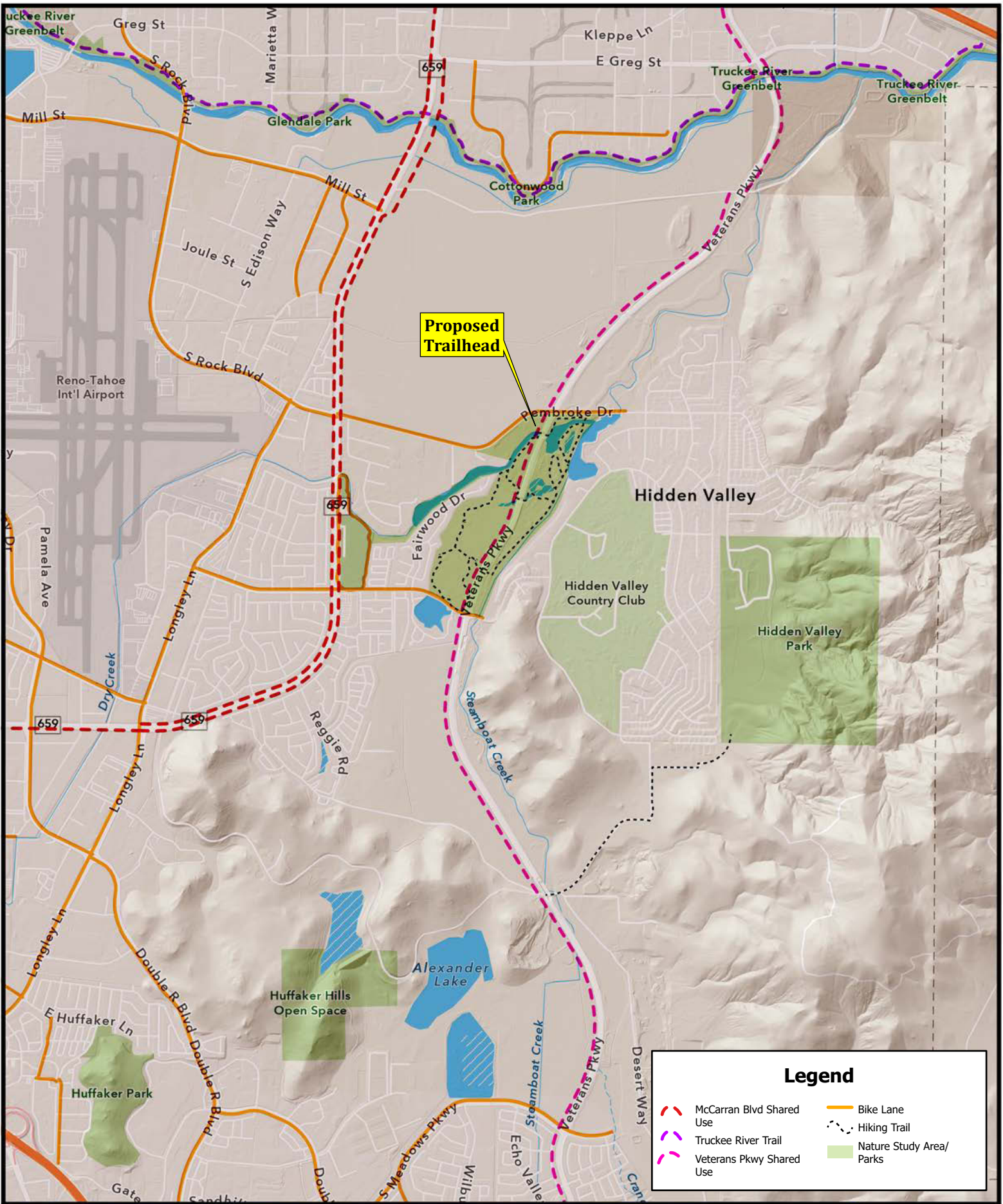
Rosewood Trailhead Project_Regional Location

Write a description for your map.

Legend

- 6800 Pembroke Dr
- Rosewood Nature Study Area





Legend




- McCarran Blvd Shared Use
- Truckee River Trail
- Veterans Pkwy Shared Use
- Bike Lane
- Hiking Trail
- Nature Study Area/Parks

Rosewood Trailhead
Truckee Meadows Trails

April 2023

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Reno, NV 89502
 Tel: 775.823.4068 Fax: 775.823.4068

Legend

-  Rosewood Lakes Nature Study Area
-  Hiking Trail
-  Veterans Shared Use Path

Parking Area:

- parking lot improvements
- lighting
- ingress/egress improvements
- automatic gate

Site Improvements:

- public restroom
- bike repair station
- landscape areas
- connection to existing trails
- signage
- trailhead kiosk

Rosewood Trailhead

Truckee Meadows Trails

April 2023



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel: 775.823.4068
Reno, NV 89502 Fax: 775.823.4068



SCHEMATIC DESIGNS



Conceptual Rendering of Signage and Lighting. The phrase 'and Trailhead' would be added to the potential monument sign.



Rosewood Parking Lot: Current Conditions

Rosewood Trailhead Project Conceptual Structures

Truckee Meadows Trails - Truckee Meadows Parks Foundation





WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Operations

3101 LONGLEY LANE
PO BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328.2181
FAX (775) 328.2110

March 31, 2023

Dear Committee Members,

I write this letter today in support of the Phase One Rosewood Trailhead Design project, a funding request of the regional Truckee Meadows Trails program, and the Truckee Meadows Parks Foundation.

This task will enable the planning and design of a formal trailhead facility in an existing parking lot at the Rosewood Nature Study Area, to include preliminary survey and planning, design alternatives, and a bid-ready plan set and project specifications document. This trailhead could serve as an integral hub for trail connectivity, commute options, and event site for future fundraising events. This area has been recognized as a potential site for adaptive trail development opportunities, providing a unique destination for people of all abilities.

The Rosewood parking lot, home of Truckee Meadows Parks Foundation, has significant potential for being developed into a formal trailhead, but is in need of upgrading and development to meet this goal. The facility and parking lot is located in an area that is proximal to a number of regional trail systems – primarily the Veterans Parkway share use path, Truckee River Path or Tahoe Pyramid Trail (2 miles to the north and connected by the Veterans pathway), and the Washoe County Hidden Valley Regional Park trail system (approx. 3 miles to the east and connected by roadways and striped bike lanes).

On behalf of Washoe County, we encourage the approval of funding for this important project, which will improve the connections of micro-modal transportation in our region, and improve safety for user groups by providing a fully developed trailhead facility in southeast Reno.

Thank you.

Christina Thayer, Trails Program Coordinator

Washoe County Parks, Recreation, and Open Space



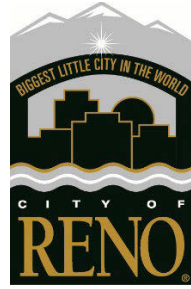
INTEGRITY



EFFECTIVE
COMMUNICATION



QUALITY
PUBLIC SERVICE



April 12, 2023

Transportation Alternatives Grant Program
Nevada Department of Transportation
Grant Review Committee

Dear Committee Members,

I write this letter today in support of the Phase One Rosewood Trailhead Design project, a funding request of the regional Truckee Meadows Trails program, and the Truckee Meadows Parks Foundation.

This task will enable the planning and design of a formal trailhead facility in an existing parking lot at the Rosewood Nature Study Area, to include preliminary survey and planning, design alternatives, and a bid-ready plan set and project specifications document. Rosewood itself is a 'work in progress' as it was once the City of Reno Rosewood Lakes Golf Course. The non-profit Truckee Meadows Parks Foundation was invited in to oversee the development and operation of this old golf course into a functioning wetland area, or nature study area, complete with a visitor center in the old golf course club house. The Rosewood parking lot has significant potential for being developed into a formal trailhead, but is in need of upgrading and development to meet this goal. The facility and parking lot is located in an area that is proximal to a number of regional trail systems – primarily the Veterans Parkway share use path, Truckee River Path or Tahoe Pyramid Trail (2 miles to the north and connected by the Veterans pathway), and the Washoe County Hidden Valley Regional Park trail system (approx. 3 miles to the east and connected by roadways and striped bike lanes). The concept of transforming the Rosewood parking lot into a formalized trailhead facility includes many project elements that represent commonly accepted trailhead amenities, as well as a direct alignment connection to the Veterans pathway adjacent to the Rosewood property.

On behalf of the City of Reno, we encourage the approval of funding for this important project, which will improve the connections of micro-modal transportation in our region, and improve safety for user groups by providing a fully developed trailhead facility in southeast Reno.

Thank you.

A handwritten signature in black ink, appearing to read "N. Ulliyot", written in a cursive style.

Nathan Ulliyot, Director of Parks and Recreation

City of Reno Parks and Recreation



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Garrett Rodgers, Project Manager

SUBJECT: North Valleys North Virginia Street Capacity Project PSA

RECOMMENDED ACTION

Approve a contract with DOWL, LLC to provide traffic analysis and design services related to the North Valleys North Virginia Street Capacity Project, in an amount not-to-exceed \$1,509,982.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with DOWL, LLC (DOWL) is for professional design services for the North Valleys North Virginia Street Project in the amount of \$1,509,982. The project includes widening from two (2) to four (4) lanes, road rehabilitation and reconstruction, road widening and reconfiguration, intersection improvements, drainage improvements, and pedestrian and multimodal connectivity. The complete scope of services is included in Attachment A.

DOWL was selected from the Street & Highway Program 2022 Qualified List to perform engineering services. DOWL's scope, schedule, and budget indicated the amount for design services is within the appropriated budget. While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

- Notice to Begin Preliminary Design: August 2023
- Concept Design (10%) Submittal: January 2024
- 30% Design Submittal: July 2024
- Public Meeting: Summer 2024
- PSA Agreement for Final Design: Summer 2024
- Begin Construction: To be determined based on construction funding. Construction anticipated in Spring 2025.

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 Budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of July 25, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and DOWL, LLC (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected DOWL, LLC from the 2022 Qualified List for the Civil Engineering Design and Construction Management Services shortlist to perform certain engineering, design, construction management, and quality assurance services in connection with North Valleys Virginia Street Capacity Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2026, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 3 and 5 to 13)	\$1,298,512
Optional Services (Task 2.6 and 4)	\$111,470
<u>Design Contingency</u>	<u>\$100,000</u>
Total Not-to-Exceed Amount	\$1,509,982

3.3. For any work authorized under Section 2.5, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates

and rates for testing in Exhibit B. Any work authorized under Section 2.5, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Garrett Rodgers, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way; Suite 108
Reno, Nevada 89502
Email: grodgers@rtcwashoe.com
(775) 332-2139

CONSULTANT: Keith Karpstein, P.E.
Senior Project Manager
DOWL
5510 Longley Lane
Reno, Nevada 89511
Email: kkarpstein@dowl.com
(775) 284-7898

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

DOWL, LLC

By: _____
Jeff Bernardo, Chief Operating Officer

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **NORTH VALLEYS VIRGINIA STREET CAPACITY PROJECT**

1. Project Management
 - A. Prepare project management plan (PMP), project quality plan (PQP), risk management plan, and CPM schedule.
 - B. Maintain schedule, monitor budget, allocate resources, coordinate with subconsultants and provide routine communications.
 - C. Coordinate with RTC project manager and staff, including conference calls and in-person meetings.
 - D. Monitor changes to the scope, budget, or schedule and developing change management strategies with the RTC project manager.
 - E. Prepare monthly invoices and progress reports.
 - F. Coordinate and attend kick-off site meeting with RTC and City of Reno.
 - G. Coordinate and attend stakeholder meetings.

Deliverables:

- PMP
 - PQP
 - Risk Management Plan
 - CPM Schedule
 - Meeting agendas and minutes
 - Monthly invoices and monthly progress reports.
2. Survey and Mapping
 - A. Topographic Survey: DOWL will produce high accuracy topographic survey deliverables for roadway design and improvement. DOWL will achieve this through the use of mobile LiDAR combined with UAV based photogrammetry, and supplemental topo via traditional total station and survey grade GPS methods. The topographic survey will be broken down into four major stages.
 - B. Control Survey: Control will be set to meet or exceed 0.01' vertical and 0.03' horizontal tolerances. This will be achieved through fast static GPS sessions and digital leveling through control. After primary control is set, secondary control will be set. Secondary control will be set where necessary for mobile LiDAR and will be within 0.01 vertically and 0.03 horizontally in relation to the primary control it's based on. Aerial control will be set with RTK GPS

and will meet 0.1' vertically and horizontally. Aerial control will be temporary control. Primary control will be permanent such that it can be used for years for further work, and construction.

- C. Mobile LiDAR and Flight. Mapping: North Virginia St. from US395 to 100' past Stead Blvd., from hereon called "AOI", will be scanned with an MX9 or equivalent mobile LiDAR unit. Intersections will be scanned using the mobile lidar scanner as well. The AOI will also be flown with a survey grade drone to create ortho imagery and surface meeting the ASPRS 10cm vertical accuracy class outside the area covered by the mobile lidar unit. The area to either side of the centerline of N Virginia street mapped will be increased or subtracted from such as to provide adequate topographic information for design.
- D. Supplemental Topographic Survey: All utilities visible from the surface will be surveyed by either RTK GPS, or total station, depending on required accuracy. Manholes will be dipped providing invert information. Further, SLAM scanning or total station scans may be used to supplement the mobile lidar data to fill in holes produced by parked cars, trees, elevation and other obstructions. USA markings must be coordinated by others as DOWL will not meet the "dig" requirements.
- E. Boundary Survey: DOWL shall provide boundary mapping to establish the right-of-way limits of North Virginia Street, between U.S. 395 "Panther Valley intersection" to Stead Boulevard. DOWL will resolve boundaries for certain parcels abutting North Virginia Street, to assist in the establishment of the project limits.

20 title reports will be ordered for properties RTC expects to quire, or for areas that do not have adequate records publicly available. Title reports will be evaluated by an experienced boundary surveyor and the pertinent information will be mapped.

Unlike an NDOT right of way which comes with a detailed contiguous boundary, establishing right of way boundary in older areas of Reno which contain original metes and bounds descriptions and old maps that must be pieced together, and requires significant effort. Generally, we are assuming very little record information will be held, requiring each property line to be individually established based on field evidence found, and sound boundary resolution practices.

Deliverables:

- Topographic and limited boundary survey data in Civil3D format.

3. Subsurface Utility Engineering (SUE)
 - A. Data Research and Utility Owner Coordination: Coordinate with utility owners within the project area to obtain facility maps of existing utility infrastructure.
 - B. Utility Mapping: Correlate the utility owner supplied data with the field survey of surface features (manholes, valves, vaults) and map the facilities on the topographic base map. Mapping will be in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C.
 - C. Field Verification of Utility Data: Mapped utilities will also be reviewed for accuracy based on visual review of surface features and USA markings, if available.

Deliverables:

- Utility mapping data will be reflected on the preliminary design plans, Task 10.

4. Utility Pothole Exploration (Optional)
 - A. Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, a sufficient number of pothole explorations will be done to make such a determination. The pothole exploration would be limited to a 40-hour work week and include up to twenty (20) potholes.
 - B. Additional efforts to identify utility depth, type and size includes coordination with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Deliverables:

- Location exhibits of the potholed utilities noting owner, type, size, material, location, and depth of utility. (.pdf format)

5. Environmental Resource Identification
 - A. Conduct a desktop review of potential WOTUS along the project corridor. This task does not include a site visit/WOTUS field delineation and is meant to provide input to the design team on where potential impacts could occur that may require permitting under the Clean Water Act.

Assumptions:

- Approximately 4 miles along North Virginia street will be reviewed
- Desktop investigation will involve reviewing National Wetlands Inventory (NWI), aerial imagery, culvert record maps, and topographic maps
- If impacts of WOTUS are likely, a field delineation will be completed through a subsequent amendment

Deliverables:

- Draft and Final Memo of potential WOTUS along project corridor (10 pages or less)
- Two maps: project limits figure and a figure showing the results of the NWI and Topo review

6. Geotechnical Investigation and Pavement Design (Subconsultant)

A. Literature Review: Prior to initiating the field exploration, our engineer will review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.

B. Field Exploration: Due to high traffic volumes and required lane closures along this roadway segment, we assume night work will be required for exploration.

- 1) Permitting, Traffic Control, Work Hours, and USA North: An encroachment permit from the City of Reno will be obtained for this work and the permit fee will be waived. A traffic control plan and set up will be provided. Traffic control is anticipated to include single lane closure with flaggers. Due to high traffic volumes and the lane closure, night work is assumed to be required. Work hours are assumed to be Sunday through Thursday from 6PM to 6AM. We have budgeted 9 days to complete the field work.

Prior to initiating the subsurface exploration, USA North will be contacted to determine the location of existing utilities adjacent to our proposed boring locations. Standard precautions will be taken 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. Damage or disruption of service and repair costs is not included. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the owning utility.

2) Exploratory Borings:

1. Roadway Borings: The subsurface field exploration will consist of drilling forty-six (46) borings to depths of 5 feet below the existing ground surface or to refusal, whichever comes first, using a truck-mounted drill rig equipped with solid-stem augers. The intent of the exploration is to:

- Measure the thickness of the existing roadway structural section (includes thickness of asphalt concrete pavement, aggregate base, and/or subbase if present).
- Collect bulk samples and/or drive samples of underlying aggregate base and subgrade soils for laboratory testing. In order to collect sufficient

material to perform the laboratory testing required per 2021 Structural Design Guide for Flexible Pavement Section 5.2.d (refer to Laboratory Testing summary), approximately 200 pounds of material will be sampled from each boring location. Due to the amount of material obtained, backfill material for each boring will be required and will consist of excess soil cuttings, crushed gravel, or dry bags of concrete mix.

Our geotechnical personnel will log material encountered during exploration in the field. The existing structural section (asphalt and aggregate base) will be measured. Bulk samples of the subgrade soils will be obtained for R-value testing, sieve analyses, plasticity index, and moisture density curve testing. Borings will be capped with 6-inches of rapid set, quick strength, DOT approved concrete or Aquaphalt 6.0.

2. Fill Slope Borings: If approved, four (4) borings will be drilled adjacent to anticipated fill slopes. Borings will be drilled to depths of 25 to 35 feet below the existing ground surface or to refusal, whichever comes first, using a truck-mounted drill rig equipped with solid-stem augers. The upper 5 feet of each boring will be drilled in accordance with the roadway borings.

Soil samples will generally be at 2.5-foot intervals. A geotechnical field representative will log subsurface conditions encountered in the test borings and visually classify soils in general accordance with the Unified Soils Classification System. Borings will be backfilled with soil cuttings; excess soil cutting will be hauled offsite. Borings will be capped with 6-inches of rapid set, quick strength, DOT approved concrete or Aquaphalt 6.0.

- 3) Asphalt Cores: To accurately define the thickness of the existing structural section, prior to boring, pavement cores will be collected at each boring location in the existing roadway. Pavement cores will be collected using the mobilized drill rig. Our field technician will photograph and document each pavement core.
- 4) Pavement Condition Assessment: CME will perform a brief pavement distress/condition survey within the project limits. The FHWA Distress Identification Manual for Long-Term Pavement Performance will be used to identify the distresses. CME will provide a qualitative summary of the pavement distresses present, along with their severity and general magnitude. This survey will not document the lengths of the various cracks or areas of alligator cracking, fatigue failure, etc., or calculate pavement condition indices (PCIs). The

general extent and severity of these distresses will serve to support a selection of pavement rehabilitation or reconstruction alternative.

C. Laboratory Testing:

1) Roadway Borings: Representative samples of subgrade soil will be tested in the laboratory as to index and mechanical properties in accordance with the 2021 Structural Design Guide for Flexible Pavement. In accordance with the 2021 Structural Design Guide for Flexible Pavement Section 5.2.d, in order to calculate resilient modulus of the subgrade (at least every 1,000 feet along the project), we will need to perform:

- 2 to 3 R-value tests, depending on R-value variability (ASTM D2844)
- 1 Sieve Analysis (ASTM C136 or D6913)
- 1 Plasticity Index (ASTM D4318)
- 1 Moisture Density Relationship (ASTM D1557)

Five (5) roadbed modification mix designs along the alignment (where subgrade changes) using 3 different cement and/or lime percentages. For each roadbed modification mix design, laboratory testing will include:

- One (1) Atterberg Limits (PI, PL, LL) before the addition of lime;
- Plasticity indices using three (3) different lime contents to determine optimal lime content (if required);
- One (1) Moisture Density Relationship Curve with optimal lime content;
- Two (2) R-Value tests with optimal lime content (required per 2021 Structural Design Guide for Flexible Pavement); and
- Nine (9) unconfined compressive strength tests with three (3) different cement content.

To support potential mill and overlay recommendations, we will perform the following lab testing on select base sample locations (total of 10 locations for this project):

- 1 R-value test (ASTM D2844)
- 1 Sieve Analysis (ASTM C136 or D6913)
- 1 Plasticity Index (ASTM D4318)

2) Fill Slope Borings: Laboratory testing on fill slope boring samples is anticipated to consist of the following:

- Testing for index properties such as moisture content, grain size distribution and plasticity;

- Moisture-density relationship (ASTM D1557) to determine density properties and direct shear testing and slope stability modeling; and
 - Insitu and remolded direct shear testing to estimate strength properties of proposed fill slopes for slope stability modeling.
- D. Meetings: Per request from the client, the following meetings have been assumed:
- Up to eight (8) 1-hour meetings for two geotechnical personnel (budgeted hours will be 2-hours per meeting to account for travel, preparation, and wrap up)

Deliverables:

Preliminary Geotechnical and Pavement Investigation Report: Upon completion of the field, laboratory testing, and analysis phases of our investigation, a Preliminary Geotechnical and Pavement 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;
- Pavement Distress/Condition Survey Results;
- Heavy vehicle estimate;
- Summary of existing structural section thicknesses;
- General summary of subgrade soil description;
- Laboratory test results;
- Subgrade soil design resilient moduli;
- Geotechnical design recommendations including:
 - ❖ Global static and pseudo-static (i.e., seismic) slope stability analysis for fill slopes located throughout the alignment;
- Pavement design and construction recommendations including:
 - ❖ Discussion of options for:
 - Mill and overlay
 - Reconstruction with roadbed modification and asphalt concrete pavement
 - Construction of widened sections and/or reconstruction with aggregate base and asphalt concrete
 - Reconstruction/construction with full depth asphalt concrete pavement;

- ❖ Design and construction recommendations for selected pavement rehabilitation technique;
- ❖ Design and construction recommendations for selected pavement widening technique.
- Construction Recommendations including:
 - ❖ Site preparation and grading recommendations;
 - ❖ Anticipated construction difficulties.

Assumptions:

- Additional exploration and a Final Geotechnical and Pavement Investigation report will be required at further design stages when project structural elements (e.g., fill slopes, retaining walls, sound walls, utilities, storm water infrastructure, etc.) are defined.

7. Traffic Engineering (Subconsultant)

- A. Project Management and Meetings: This task is for the performance of on-going general project management with the RTC, City, other consultants, and major stakeholders, including preparing contract paperwork, status reports, invoicing, letters, e-mails, phone calls, and maintaining project files.

Attend a kick-off meeting, up to three field meetings, and up to six coordination meetings to ensure mutual understanding of the intended purposes, objectives, milestones, and deliverables of the project. Meetings will generally be held at key project milestones.

- B. Data Collection & Existing Conditions: Collect current condition traffic data to serve as a baseline for existing traffic volumes and for review of travel demand model outputs compared to actual existing traffic. Task includes:

- Conduct new AM and PM peak period (7 to 9 AM and 4 to 6 PM) turning movement counts (including bike/ped movements) at the five following locations (to be confirmed with RTC staff):
 - ❖ N. Virginia / Business 395 / Panther Drive
 - ❖ N. Virginia / Golden Valley Road
 - ❖ N. Virginia / Lemmon Drive
 - ❖ N. Virginia / Seneca Drive
 - ❖ N. Virginia / Stead Boulevard
- Collect seventy-two (72) hour duration bi-directional road segment counts using pneumatic tube counters at the following locations:
 - ❖ N. Virginia Street between Panther Drive and Golden Valley Road
 - ❖ N. Virginia Street between Golden Valley Road and Lemmon Drive

- ❖ N. Virginia Street between Lemmon Drive and Stead Boulevard
 - Review and document existing lane configurations and controls at the study intersections
 - Perform observations during the typical weekday AM and PM peak hours
 - Obtain NDOT crash history data and create a basic summary, identifying any crash hot spots in the corridor
 - Use the collected turning movement counts to develop AM and PM peak hour existing conditions traffic volumes for the study intersections
 - Review existing condition daily traffic volumes (ADTs) on key roadway segments
 - Conduct traffic operations analysis and level of service calculations for the existing AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software
- C. Traffic Forecasting & Operational Analysis: This task will be utilized to perform detailed traffic analysis, informing the selection of traffic controls and identifying necessary long-term lane configurations in the North Virginia corridor. Task includes:
- Review Washoe County RTC's current travel demand model for the corridor
 - Review and confirm model loading levels and appropriate TAZ centroid connector locations with RTC staff
 - Make recommendations for travel demand modelling adjustments if needed (travel demand modelling is excluded from this task)
 - Forecast future Daily traffic volumes for the corridor (20-year horizon or later based on available travel demand model scenarios)
 - Determine traffic growth rates on the study segments based on the model, and any agreed manual adjustments, and apply the resulting growth rates to the existing turning movement counts to develop 20+ year horizon turning movement volumes
 - Conduct traffic operations analysis and perform intersection level of service calculations for the future AM and PM peak hours for up to five study intersections using Synchro/SimTraffic software
 - Perform basic/preliminary intersection control evaluations for up to five study intersections and present the necessary intersection controls and lane configurations to achieve policy level of service
- D. Conceptual Design: This task is for the development of concepts illustrating how conventional signalized or stop-controlled intersections, or roundabouts,

with the needed lane configurations, will fit at the study intersections. In short, this task will provide preliminary level layout exhibits for the preferred intersection control only. Task includes:

- Develop standard cross-sections alternatives (up to five) to be applied for various roadway segments throughout the corridor
- Develop preliminary intersection layouts for up to five intersections to illustrate the intersection footprints with signalized or roundabout intersections
- Assist in noting where bicycle and pedestrian facilities may or may not be feasible given right-of-way constraints
- Assist in creating a conceptual plan illustrating the preferred intersection configuration and standard cross-sections on N. Virginia Street, including bicycle and pedestrian facilities
- Discuss the comparison findings and initial fit issues with RTC and City staff and determine if a signalized intersection or roundabout is preferred for each location based on operations, fit, and other factors
- Consider access management near major intersections and “in general” for the corridor and make broad recommendations, focusing on any significant safety concerns

E. Corridor Study Executive Summary Report: This task is for documentation of the study process, traffic forecasting, analysis findings, recommendations, reasoning for selection of various intersection controls, and presentation of the preferred corridor configuration. The “executive summary” style report will include:

- Introduction, Purpose, & Goals
- Data Collection & Existing Conditions
- Traffic Forecasting & Operations Analysis
- Basic comparison of traffic signal versus roundabout for the five study intersections
- Summary of intersection control type selection and recommendations
- Summary of bicycle, pedestrian, and transit facilities
- Access Management Recommendations
- Multi-modal Safety Recommendations
- Right-of-Way acquisition needs summary (planning level only)

Deliverables:

- Draft executive summary style report will be provided, RTC and City review comments will be incorporated, and a final executive summary style report will be provided (20 pages or less, not including appendices).

- F. 30% Intersection Control Design: Prepare 30% traffic signal design/modification design or 30% roundabout design for up to five (5) intersections, depending on the selected alternatives.

For new traffic signals our work will include:

- Establish signal pole and equipment locations consistent with the intersection configuration and curb returns
- Identify any right-of-way impacts and areas for acquisition at a preliminary level
- Review the intersection for utility conflicts and other design or implementation issues and provide a summary of potential issues and resolutions
- Engineer's Estimate

For existing traffic signal modifications our work will include:

- Determine new/relocated pole and equipment locations consistent with the intersection configuration and curb returns
- Determine appropriate mast arm lengths
- Evaluate controller cabinet for replacement
- Identify any right-of-way impacts and areas for acquisition at a preliminary level
- Review the intersection for utility conflicts and other design or implementation issues and provide a summary of potential issues and resolutions
- Engineer's Estimate

For roundabouts our work will include:

- Establish preliminary geometrics and lane configurations for the roundabout for RTC and City review
- Test fastest path speeds and design vehicle maneuvering to inform the geometric design/sizing
- Preliminary striping layout
- Identify any right-of-way impacts and areas for acquisition at a preliminary level
- Review the intersection for utility conflicts and other design or implementation issues and provide a summary of potential issues and resolutions
- Engineer's Estimate

Deliverables:

- Traffic Signal and Roundabout Geometrics, Signing and Striping Schematic Design (30%), depending on the selected alternatives, for up to five (5) intersections.

8. Hydrology and Hydraulics Analysis

- A. Review previous hydrologic and hydraulic studies of the Project Area
- B. Delineate all basins contributing to stormwater flow in the project area and determine the hydrologic characteristics of each basin
- C. Determine the characteristics of the existing hydrologic and hydraulic infrastructure
- D. Calculate the flooding depth, velocity, and lane encroachment within the roadway section for the 5-yr and 100-yr storm events
- E. Complete a storm sewer system and storm inlet hydraulic analysis and determine appropriate spacing for storm inlets
- F. Complete initial and final storm sewer sizing
- G. Evaluate stormwater increase for the 5-yr and 100-yr from existing to proposed conditions
- H. Determine stormwater detention/retention requirements to minimize impacts to downstream properties
- I. Prepare a 50% draft of the technical drainage report in compliance with the Truckee Meadows Regional Drainage Manual (TMRDM) and Chapter II of the City of Reno Design Manual
- J. Coordinate and attend review meeting with RTC and City of Reno staff to evaluate drainage design.
- K. Prepare a draft summary of proposed drainage improvements as a result of review meeting and discussions with RTC and City of Reno. These will be included in the Preliminary Design Technical Memorandum.

Deliverables:

- 50% draft technical drainage report per TMRDM
- Draft summary of proposed drainage improvements

Assumptions:

- DOWL will be provided any and all previous hydrologic and hydraulic studies for the project area
- DOWL will be provided with topographic data of the project area watershed. If topographic data cannot be provided, DOWL will utilize the best publicly available data
- DOWL will follow and utilize methodologies listed in the TMRDM and City of Reno Design Manual as applicable and necessary

9. Roadway Concept Design (10%)

- A. Develop a conceptual design based on the Corridor Study Report from Task 7. The following concept designs shall be provided:
 - Roadway geometry and lane configurations
 - Typical sections
- B. Concept Design (10%) Review Meeting: The CONSULTANT shall review comments provided by RTC and City of Reno on the Concept Design, provide responses to initial dispositions to comments and conduct an “over the shoulder” review meeting to reach consensus on the final dispositions and responses. Coordinate and attend review meeting with RTC and City of Reno staff.

Deliverables:

- Color plan view with ortho photo overlay roll plot
- 11”x17” typical section sheets
- Responses to comments on the concept design submittal

10. Roadway Schematic Design (30%)

- A. Roadway: Generate proposed 2D planimetric including roadway geometry and lane configurations, acceleration/deceleration lanes, median island additions, transit facilities, guardrail improvements/installations, approximate slope limits, and anticipated retaining wall locations as a result of the approved Corridor Study Report and preliminary design efforts.

Prepare typical sections that include pavement structural sections.

B. Drainage:

- Culvert Condition Assessment: Complete a culvert condition assessment and provide recommendations for culvert replacement or lining. Culverts that are identified for replacement, lining or extension shall be reviewed for hydraulic capacity for the 100-year storm event per the Truckee Meadows Regional Drainage Manual (TMRDM).
- Drainage Plans: Generate proposed 2D linework for drainage improvements, storm drain components, culvert replacements, culvert linings and culvert extensions based on the recommendations contained within the hydrology and hydraulics analysis and culvert condition assessment.

- C. Lighting: Generate proposed 2D linework of lighting relocations. Along the corridor, the existing lighting shall be reviewed for the need to be relocated to outside of the new project footprint.

- D. Utilities: Generate proposed 2D linework showing existing utilities within the project limits and identify adjustments and minor relocations required due to conflicts with the proposed improvements.

- E. Project Estimates: Prepare a list of major bid items, quantities, and unit costs to assist in preparing the Engineer's Opinion of Project Costs. A 30% contingency will be added due to the preliminary nature of the design. Cost adjustment due to inflation based on the assumed year of construction will also be included.

- F. Preliminary Submittal (30%) Review Meeting: Review comments provided by the RTC and City of Reno on the Preliminary Submittal, provide responses and initial dispositions to comments and conduct a review meeting to reach consensus on final dispositions and responses. The meeting will be held in person with an MS Teams invite for those that cannot attend in person.

Assumptions:

- Lighting design is limited to relocation of existing lighting to accommodate proposed improvements. No additional lighting is included.

Deliverables:

- 11"x17" roadway plan sheets (1"=100', 2 viewports, approximately 10 sheets)
- 11"x17" typical sections (3 sections per sheet, up to 3 sheets)
- Draft and final culvert condition assessment memo
- 11"x17" drainage plan sheets (1"=100', 2 viewports, approximately 10 sheets)
- 11"x17" utility plan sheets (including lighting) (1"=100', 2 viewports, approximately 10 sheets)
- Preliminary Engineer's Opinion of Probable Cost
- Responses to comments on the schematic design submittal

11. Preliminary Design Technical Memorandum

- A. Prepare a preliminary design technical memorandum that documents design decisions brought forward from the corridor study and preliminary design effort. The memorandum will include the following sections:
- Description of project location and existing facilities, and purpose and need for proposed project
 - Design standards used, including project design criteria and design designation
 - Discussion of the selected design
 - Typical sections, including shoulder treatment
 - General horizontal and vertical alignment
 - Pedestrian and bicycle accommodations, including provision for accessibility by people with disabilities
 - Access control features
 - Traffic analysis summary
 - Drainage
 - Soil conditions and pavement design
 - ROW requirements
 - Utility relocation and coordination
 - Permit requirements

Deliverables:

- Draft and final preliminary design technical memorandum (10 pages or less)
- Right-of-way exhibits for acquisitions
- Responses to comments on the draft technical memorandum

12. Constructability/Phasing Review

- A. Coordinate and attend meetings with NDOT to discuss their construction phasing plan on US 395. The goal is to implement a phasing plan for this project that will minimize impacts and disturbances to the traveling public.
- B. Prepare recommendations for construction phasing along with preliminary cost estimates for each phase. The plan shall consider NDOT projects on US 395 to minimize inconvenience to the public. The phasing plan shall include the following:
 - Phase limits
 - Years of construction for each phase
 - Preliminary Engineer’s Opinion of Probable Cost for each phase
- C. CONSULTANT shall coordinate and attend a construction phasing plan review meeting with RTC and City of Reno. The goal of the meeting is to reach consensus on the proposed phasing that will be implemented into the final design and bidding activities.

Deliverables:

- 11”x17” phasing plan exhibit
- Preliminary Engineer’s Opinion of Probable Cost (each phase)

13. Public Outreach and Involvement

CONSULTANT will provide Public Outreach and Involvement services during preliminary design of the North Valleys North Virginia Street Widening Project as defined below. These services are intended to assist the RTC in engaging the local community and soliciting feedback from stakeholders.

- A. The CONSULTANT will work with the DEPARTMENT to develop and execute a Public Involvement Plan that highlights the Project’s vision, approach, and messaging for the duration of the Project. The Plan will include outreach goals and objectives, targeted stakeholders, outreach methods, schedule, deliverable due dates at key Project milestones, and documenting and reporting procedures. CONSULTANT will provide a draft and final copies of the Plan.

Deliverables:

- Draft and final copies of the Public Involvement Plan

- B. CONSULTANT will develop and maintain a stakeholder contact database. The stakeholder database will include Project team members, elected officials, businesses, agencies, residents, and neighborhood and community organizations. The database will be a single master database and will be updated as needed. CONSULTANT will add contacts obtained from meetings to the stakeholder database.

Deliverables:

- Stakeholder database

- C. CONSULTANT will provide web content to the RTC for posting to the existing www.northvalleysimprovements.com website. The RTC is responsible for hosting and managing the website. CONSULTANT shall create and manage a project-specific email account for communicating with the public and collecting comments.

Deliverables:

- Web content as needed
- Project-specific email

- D. CONSULTANT will arrange and conduct one (1) public information meeting. The meeting shall be held upon completion of 30% Design. The purpose of the meeting is to solicit feedback from the community and stakeholders on the Project's preliminary design. Public outreach and involvement tasks, activities and deliverables for the meeting may include, but are not limited to, the following:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings for a month leading up to the public information meeting
- Establishing meeting dates, times and locations
- Designing and preparing bilingual mailers (for a minimum distance of ¼ mile from the project area), notices and advertisements. The RTC will be responsible for distribution and payment of such notifications
- Coordinating with the RTC'S Public Information Officer for drafting and distributing press releases
- Preparing a sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Assisting in preparing PowerPoint presentations, displays, exhibits and/or videos
- Preparing a meeting summary

- E. CONSULTANT will arrange and facilitate stakeholder meetings as needed. Stakeholders may include residents, businesses, community groups such as Citizen Advisory Boards and Neighborhood Advisory Boards, and organizations. Stakeholders shall be identified in the stakeholder contact database mentioned above. CONSULTANT will document all stakeholder meetings and provide a brief summary for each.

Deliverables:

- Documentation and summary of stakeholder meetings

- F. The CONSULTANT will prepare and distribute a community survey. The survey shall be created electronically with hard copies available as needed. The survey will be available in both English and Spanish and must be ADA compliant. The purpose of the survey is to solicit feedback from the community on design preferences while developing the 30% Design.

Deliverables:

- Community survey

- G. In general, the CONSULTANT will assist the RTC in notifying and informing the community about the Project. Duties and tasks may include preparing fact sheets, FAQ's, maps and other collateral material, as well as project mailings. One (1) project mailing is anticipated at the start of the Project. The CONSULTANT will be responsible for developing collaterals and mailings. The RTC will be responsible for distribution and payment of mailings.

Deliverables:

- Collateral material
- Project mailings

Project Schedule

Milestone	Begin	End	Duration
RTC Board Approval	7/21/23		
Notice to Proceed	7/25/23		
Survey and Mapping	7/31/23	10/20/23	12 weeks
Geotechnical Investigation and Pavement Design	7/31/23	12/22/23	20 weeks
Traffic Analysis	7/31/23	11/22/23	16 weeks
Concept Design (10%)	10/16/23	12/22/23	9 weeks
Agency Review and Alternatives Resolution	1/2/24	3/1/24	8 weeks
Schematic Design (30%) & Preliminary Design Report	3/4/24	6/28/24	16 weeks
Agency Review and Comment Resolution	7/1/24	8/30/24	8 weeks
Constructability/Phasing Plan and Review	7/1/24	8/2/24	4 weeks

EXHIBIT B
Regional Transportation Commission of Washoe County
North Valleys Virginia Street Capacity Project
Engineering Fee Estimate

TASKS	Rate (\$/hr)	Administrator III	Designer II	Electrical Engineer III	Engineer III	Engineer IV	Engineer II	Engineer V	GIS Analyst II	Project Coordinator	Environmental Specialist II	Environmental Specialist VIII	Senior Electrical Engineer	Senior Engineer II	Senior Manager II	Senior Manager III	Professional Surveyor	Senior Survey Technician	Survey Technician I	Survey Technician III	One-Person Survey Crew	Two-Person Survey Crew	Total Labor		Expenses	Pothole Contractor	CME	Headway	MJT	TOTAL				
		\$116	\$142	\$168	\$125	\$179	\$121	\$190	\$168	\$121	\$126	\$226	\$194	\$205	\$257	\$265	\$179	\$163	\$105	\$147	\$168	\$284	Hours	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)				
1.0 Project Management																																		
PMP, PQP, Risk Management Plan and CPM Schedule					16					16				8	2									42	\$6,085							\$6,085		
General Project Management Activities (3 hrs/wk)														156	18									174	\$36,572							\$36,572		
Coordination with RTC PM and Staff (Meetings and Conference Calls - 1 hr/wk)														52	4									56	\$11,676							\$11,676		
Change Management Strategies and Coordination (1 hr/mo)														12	4									16	\$3,486							\$3,486		
Monthly Reports/Progress Billings	12													6										18	\$2,615							\$2,615		
Kickoff Meeting and Initial Site Visit					4									4	4									12	\$2,348							\$2,348		
Agency and Utility Meetings (Assume NDOT, TMWA, NVE, other - 2 meetings each)					8									8	4									20	\$3,667							\$3,667		
Stakeholder Meetings (Assume up to 10-1 hr meetings at project site)					20									20	10									50	\$9,168							\$9,168		
Subtotal	12				48					16				266	46								388	\$75,615								\$75,615		
2.0 Surveying and Mapping																																		
Topographic Survey																	80		200	200		240	720	\$132,720								\$132,720		
Control Survey																	16			24		40	80	\$17,724								\$17,724		
Mobile LiDAR and Flight Mapping																					40		40	\$6,720	\$11,500							\$18,220		
Supplemental Topographic Survey																					80		80	\$13,440								\$13,440		
Boundary Survey																	36		90	90		108	324	\$59,724								\$59,724		
Title Reports (Optional Services)																	16		120	120			256	\$33,096	\$23,000							\$56,096		
Subtotal																	148		410	434	120	388	1,500	\$263,424	\$34,500							\$297,924		
3.0 Subsurface Utility Engineering (SUE)																																		
Data Research and Utility Coordination/Design Information Requests					4		16							2										22	\$2,842								\$2,842	
Utility Mapping					80		80							8										168	\$21,298								\$21,298	
Field Verification of Utility Data					16		16							16										48	\$7,208								\$7,208	
Subtotal					100		112							26									238	\$31,348									\$31,348	
4.0 Utility Pothole Exploration (Optional)																																		
Pothole Exploration (up to 20 potholes)							44							12										56	\$7,770	\$45,000							\$52,770	
Vault Investigation and Coordination							8							8										16	\$2,604								\$2,604	
Subtotal							52							20									72	\$10,374		\$45,000							\$55,374	
5.0 Environmental Resource Identification																																		
Desktop Review of WOTUS											8													8	\$1,008								\$1,008	
Exhibit Preparation									4		1													5	\$798								\$798	
Memorandum of Potential WOTUS											36	4		4										44	\$6,258								\$6,258	
Subtotal									4		45	4		4									57	\$8,064									\$8,064	
6.0 Geotechnical Investigation and Pavement Design																																		
Coordination and Project Management														12										12	\$2,457								\$2,457	
Permitting																																	\$1,330	
USA North																																		\$4,060
Field Exploration (Drilling/Coring)																																		\$127,357
Field Exploration (Pavement Distress & Condition Survey)																																		\$5,380
Laboratory Testing																																		\$65,575
Analysis and Reporting Preparation																																		\$36,415
Meetings																																		\$6,240
Subtotal														12									12	\$2,457									\$254,637	
7.0 Traffic Engineering																																		
Project Management and Meetings														12										12	\$2,457									\$10,900
Data Collection and Existing Conditions																																		\$23,800
Traffic Forecasting and Operational Analysis																																		\$30,500
Conceptual Design																																		\$27,000
Corridor Study Executive Summary Report																																		\$23,700
30% Intersection Design (5 locations)																																		\$50,600
Subtotal														12									12	\$2,457									\$166,500	
8.0 Hydrology and Hydraulic Analysis																																		
Previous study review						40		20																60	\$10,960									\$10,960
Hydrologic basin delineation and characteristics; precipitation; model build						60		20						2										82	\$14,950									\$14,950
Hydraulic site characteristics; model build						60		20																80	\$14,540									\$14,540
5-year/100-year analysis						60		40																100	\$18,340									\$18,340
Storm sewer sizing						60		20																80	\$14,540									\$14,540
50% Drainage Report Draft						80		40					1			20								140	\$27,220									\$27,220

EXHIBIT B
Regional Transportation Commission of Washoe County
North Valleys Virginia Street Capacity Project
Engineering Fee Estimate

TASKS	Rate (\$/hr)	Administrator III	Designer II	Electrical Engineer III	Engineer III	Engineer IV	Engineer II	Engineer V	GIS Analyst II	Project Coordinator	Environmental Specialist II	Environmental Specialist VIII	Senior Electrical Engineer	Senior Engineer II	Senior Manager II	Senior Manager III	Professional Surveyor	Senior Survey Technician	Survey Technician I	Survey Technician III	One-Person Survey Crew	Two-Person Survey Crew	Total Labor		Expenses	Pothole Contractor	CME	Headway	MJT	TOTAL
		\$116	\$142	\$168	\$125	\$179	\$121	\$190	\$168	\$121	\$126	\$226	\$194	\$205	\$257	\$265	\$179	\$163	\$105	\$147	\$168	\$284	Hours	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Review Meeting						4		4					4										12	\$2,295						\$2,295
Draft Summary of Proposed Drainage Improvements						12		4					2										18	\$3,318						\$3,318
QA/QC													4		10								14	\$3,469						\$3,469
Subtotal						376		168					12		30								586	\$109,631						\$109,631
9.0 Roadway Concept Design (10%)																														
Roadway Geometry and Lane Configurations			40		120		120		16				40	16									352	\$50,154						\$50,154
Typical Sections			16		6								4	2									28	\$4,352						\$4,352
Design Criteria					2		8						2	1									13	\$1,883						\$1,883
QA/QC														8									8	\$2,058						\$2,058
Review Meeting					4								4	4									12	\$2,348						\$2,348
Subtotal			56		132		128		16				50	31									413	\$60,794						\$60,794
10.0 Roadway Schematic Design (30%)																														
Roadway Geometry and Lane Configurations			120		160		320						120	32									752	\$108,452						\$108,452
Typical Sections			40		12								8	4									64	\$9,837						\$9,837
Culvert Condition Assessment					24								8	2						12			46	\$6,917						\$6,917
Drainage Plans			80		160	40							16	8									304	\$43,834						\$43,834
Utility Plans			20	24	80							8	16	8									156	\$23,755						\$23,755
Preliminary Engineer's Opinion of Probable Costs				16	40		40					4	8	4									112	\$15,962						\$15,962
Site Visits				4	24		24						16	8									76	\$11,904						\$11,904
QA/QC														16									16	\$4,116						\$4,116
Review Meeting					4								4	4									12	\$2,348						\$2,348
Subtotal			260	44	504	40	384					12	196	86						12			1,538	\$227,125						\$227,125
11.0 Preliminary Design Technical Memorandum																														
Technical Memorandum					16		40			4			8	4									72	\$9,980						\$9,980
Right-of-Way Exhibits and Summary													4	2		4	8			40			58	\$9,230						\$9,230
Subtotal					16		40			4			12	6		4	8			40			130	\$19,210						\$19,210
12.0 Constructability/Phasing Review																														
Phasing Plan			24										24	6									54	\$9,860						\$9,860
Preliminary Engineer's Opinion of Probable Costs for Each Phase					80		80						16	2									178	\$23,451						\$23,451
Phasing Review Meeting													4	4									8	\$1,848						\$1,848
Subtotal			24		80		80						44	12									240	\$35,158						\$35,158
13.0 Public Outreach																														
Public Involvement Plan																													\$4,500	\$4,500
Stakeholder Database																													\$4,500	\$4,500
Website/Email Coordination																													\$6,000	\$6,000
Meetings					8		16						6	4									34	\$5,190				\$27,000	\$32,190	
Public Survey																												\$9,000	\$9,000	
Collaterals and Mailings																												\$7,500	\$7,500	
Subtotal					8		16						6	4									34	\$5,190				\$58,500	\$63,690	
14.0 Design Contingency																														
Design Contingency																														\$100,000
Subtotal																														\$100,000
TOTAL		12	340	44	888	416	812	168	20	20	45	4	12	660	185	30	152	8	410	486	120	388	5,220	\$ 850,845	\$ 34,500	\$ 45,000	\$ 254,637	\$ 166,500	\$ 58,500	\$ 1,509,982

EXHIBIT C

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

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) 332-9511.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Amanda Callegari, Project Manager

SUBJECT: Pyramid Highway/Sparks Boulevard Interchange and Connector Improvements Project

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Pyramid Highway/Sparks Boulevard Interchange and Connector Improvements Project.

BACKGROUND AND DISCUSSION

The Pyramid Highway and Sparks Boulevard/Highland Ranch Interchange (Pyramid/Sparks Interchange) improvements are located in Sparks, Nevada. Improvements at the Pyramid/Sparks Intersection were identified in the Final Environmental Impact Statement (FEIS) for the Pyramid Highway and US 395 Connection. The FEIS identified modifications to the Pyramid/Sparks Intersection, including a new grade-separated diamond interchange. Although these improvements were included in Phase 5 of the draft phasing plan for the Pyramid Highway/US 395 Connector project, ongoing development has created the need for an early action project at this location.

This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS. A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) Re-Evaluation.

Approval and execution of the LPA Agreement would authorize the expenditure of federal funds. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement. The RTC will be utilizing \$4,500,000 in Surface Transportation Block Grant (STBG WA) federal funds to perform preliminary design and engineering.

FISCAL IMPACT

Funding is included in the FY 2024 budget for this project. The project is funded using Federal and Local Fuel Tax funds. Approval of the LPA Agreement would obligate \$4,500,000 in STBG WA funds with a (95/5) local match, which amounts to \$236,842.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
Pyramid Highway/Sparks Boulevard Interchange and Connector Improvements

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Suite 108, Reno, NV 89502 (hereinafter "LOCAL AGENCY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to ensure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the RTC is willing to agree to design and perform preliminary engineering for the Pyramid Highway/Sparks Boulevard Interchange and Connector Improvements as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Surface Transportation Block Grant Program (STBG) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Unique Entity Identifier (UEI) V5JZKHRMKNK33 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.
9. To assign DEPARTMENT Right-of-Way Survey Services staff to review and approve the mapping, title reports, and legal descriptions for those parcels to be acquired to ensure compliance with State and Federal regulations and standards.
10. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
11. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.
12. To assign a Project Manager to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.
13. To reimburse the RTC upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) coordinate utility relocations of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards.

2. To enter into an agreement with the City of Sparks to: (a) require those utility companies having franchise agreements with the City of Sparks when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To hold a right-of-way setting meeting at the sixty percent (60%) design phase wherein the RTC shall provide plans showing limits of existing right-of-way and easements and any necessary right-of-way for the PROJECT, i.e., Fee Acquisitions, Permanent and Temporary Easements, and Permission to Construct limits.

7. To generate right-of-way mapping, title reports, and legal descriptions for the new right-of-way parcels to be acquired and to provide these documents to the DEPARTMENT for review and approval.

8. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%) submittal shall include the PROJECT specifications, and cost estimate.

9. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

10. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <https://www.govinfo.gov/content/pkg/CFR-2022-title2-vol1/pdf/CFR-2022-title2-vol1-part170.pdf>.

As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

11. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Two Hundred Thirty-Six Thousand Eight Hundred Forty-Two and No/100 Dollars (\$236,842.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

12. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including July 31, 2026, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:	
DEPARTMENT Preliminary Engineering Costs:	\$ 75,000.00
RTC Preliminary Engineering Costs:	\$ 4,925,000.00
Construction Costs:	
<u>Total Estimated PROJECT Costs:</u>	\$ 5,000,000.00

Available Funding Sources:

Federal STBG Funds:	\$ 4,500,000.00
RTC Match Funds:	\$ 236,842.00

Total PROJECT Funding: \$ 4,736,842.00

Additional RTC Funds not included in agreement \$ 263,158.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, and right-of-way engineering costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

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

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director
Attn: Nanette Maxwell, P.E.
NDOT Senior Project Manager
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7742
E - mail address: nmaxwell@dot.nv.gov

FOR RTC:

Dale Keller, P.E., Director of Engineering
Attn: Amanda Callegari, P.E.
RTC Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1881
Fax: (775) 348-0170
E -mail: acallegari@rtcwashoe.com

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability

limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

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

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

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

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to 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

without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

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

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

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

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

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

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

Regional Transportation Commission of Washoe County

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

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General

DRAFT



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Multi-use Path Maintenance Equipment Interlocal Cooperative Agreement with City of Reno

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno for the reimbursement of the cost of specialized multi-use path maintenance equipment, in an amount not-to-exceed \$190,000.

BACKGROUND AND DISCUSSION

The Federal Fiscal Year (FFY) 2021-2025 Regional Transportation Improvement Plan (RTIP) identified federal transportation funds for the one-time purchase of multi-use path maintenance equipment for each of the local jurisdictions (City of Reno, City of Sparks, and Washoe County). The City of Reno and the City of Sparks were granted federal funds through the Federal Highways Administration (FHWA). The City of Sparks attempted to procure the equipment in late 2021. However, all bids were unresponsive due to the FHWA's policy on the Buy America Act. To preserve the region's investment in micromodal infrastructure and to prevent further procurement delays, RTC staff is recommending the substitution of federal Surface Transportation Block Grant (STBG) funds with local fuel tax funds.

The cooperative agreement allows RTC to reimburse the City of Reno (City) for the purchase of specialized multi-use path maintenance equipment. City staff will utilize this equipment to maintain multi-use paths and separated micromode lanes appurtenant to regional roadways. The RTC agrees to reimburse the City for ninety-five (95%) of the actual costs of the equipment, in an amount not-to-exceed \$190,000.

FISCAL IMPACT

Appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of _____, 2023, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

W I T N E S S E T H:

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

WHEREAS, CITY and RTC have constructed or intend to construct micro-mode specific infrastructure including protected bicycle lanes, multi-use paths, and raised cycle tracks; and

WHEREAS, CITY provides equipment and staffing for the operations and maintenance of the City of Reno infrastructure; and

WHEREAS, CITY desires to procure and purchase specialized multi-use path maintenance equipment (the “Equipment”); and

WHEREAS, RTC identified funding for a one-time purchase of the Equipment in the RTC Regional Transportation Improvement Program (“RTIP”); and

WHEREAS, RTC will reimburse CITY for ninety-five percent (95%) of actual costs of the Equipment, in an amount not-to-exceed \$190,000; and

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

CITY AGREES:

1. To procure and purchase the Equipment in accordance with the Nevada Revised Statutes and City of Reno Municipal Code.

2. To engage in a competitive procurement process in order to obtain the Equipment at the lowest reasonable price, and to provide all interested vendors with the opportunity to offer their products to the CITY.

3. To invoice RTC within 60 days of delivery of the Equipment, in an amount not-to-exceed ninety-five percent (95%) of the actual costs of the Equipment or \$190,000, whichever is less. City shall submit the invoice to accountspayable@rtcwashoe.com.

RTC AGREES:

1. To reimburse CITY for ninety-five percent (95%) of the actual costs of the Equipment in an amount not-to-exceed \$190,000.
2. To remit payment within forty-five (45) calendar days following receipt of an invoice from CITY.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Dale Keller
Director of Engineering
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1827

CITY: Kerrie Koski
Director of Public Works/City Engineer
City of Reno
1 East First Street
Reno, NV 89501
Phone: (775) 334-3304

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.
5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

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

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

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, AICP, Executive Director

CITY COUNCIL OF RENO, NEVADA

By:  _____
Hillary L. Schleve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY:  _____
City Clerk

BY:  _____
Deputy City Attorney



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Multi-use Path Maintenance Equipment Interlocal Cooperative Agreement with the City of Sparks

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for the reimbursement of the cost of specialized multi-use path maintenance equipment, in an amount not-to-exceed \$190,000.

BACKGROUND AND DISCUSSION

The Federal Fiscal Year (FFY) 2021-2025 Regional Transportation Improvement Plan (RTIP) identified federal transportation funds for the one-time purchase of multi-use path maintenance equipment for each of the local jurisdictions (City of Reno, City of Sparks, and Washoe County). The City of Reno and the City of Sparks were granted federal funds through the Federal Highways Administration (FHWA). The City of Sparks attempted to procure the equipment in late 2021. However, all bids were unresponsive due to the FHWA's policy on the Buy America Act. To preserve the region's investment in micromodal infrastructure and to prevent further procurement delays, RTC staff is recommending the substitution of federal Surface Transportation Block Grant (STBG) funds with local fuel tax funds.

The cooperative agreement allows RTC to reimburse the City of Sparks (City) for the purchase of specialized multi-use path maintenance equipment. City staff will utilize this equipment to maintain multi-use paths and separated micromode lanes appurtenant to regional roadways. The RTC agrees to reimburse the City for ninety-five (95%) of the actual costs of the equipment, in an amount not-to-exceed \$190,000.

FISCAL IMPACT

Appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of _____, 2023, by and between the City of Sparks, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

W I T N E S S E T H:

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

WHEREAS, CITY and RTC have constructed or intend to construct micro-mode specific infrastructure including protected bicycle lanes, multi-use paths, and raised cycle tracks; and

WHEREAS, CITY provides equipment and staffing for the operations and maintenance of the City of Sparks infrastructure; and

WHEREAS, CITY desires to procure and purchase specialized multi-use path maintenance equipment (the “Equipment”); and

WHEREAS, RTC identified funding for a one-time purchase of the Equipment in the RTC Regional Transportation Improvement Program (“RTIP”); and

WHEREAS, RTC will reimburse CITY for ninety-five percent (95%) of actual costs of the Equipment, in an amount not-to-exceed \$190,000; and

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

CITY AGREES:

1. To procure and purchase the Equipment in accordance with the Nevada Revised Statutes and City of Sparks Municipal Code.

2. To engage in a competitive procurement process, or enter into a joinder contract as allowed under NRS 332.195 and other applicable law, in order to obtain the Equipment at the lowest reasonable price.

3. To invoice RTC within 60 days of payment of the Equipment, in an amount not-to-exceed ninety-five percent (95%) of the actual costs of the Equipment or \$190,000, whichever is less. City shall submit the invoice to accountspayable@rtcwashoe.com.

RTC AGREES:

1. To reimburse CITY for ninety-five percent (95%) of the actual costs of the Equipment in an amount not-to-exceed \$190,000.
2. To remit payment within forty-five (45) calendar days following receipt of an invoice from CITY.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Dale Keller
Director of Engineering
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1827

CITY: Jon Ericson
City Engineer
City of Sparks
431 Prater Way
Sparks, NV 89431
Phone: (775) 353-7809

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.
5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

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

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

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, AICP, Executive Director

CITY COUNCIL OF RENO, NEVADA

By: _____
Ed Lawson, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
City Attorney



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Maria Paz Fernandez, Engineer II

SUBJECT: Buck Drive Circulation Project PSA with Kimley Horn & Associates

RECOMMENDED ACTION

Approve a contract with Kimley Horn & Associates, Inc., for design and optional construction management services for the Buck Drive Circulation Project, in an amount not-to-exceed \$511,164.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., (KHA) is for professional design services for the Buck Drive Circulation Project (Project) in the amount of \$194,665, and optional engineering during construction services (EDC) in the amount of \$269,499. Project contingency in the amount of \$47,000 is also included in the agreement. The scope of services includes an optional alternatives analysis for the Buck Drive and North Hills Boulevard intersection as well as design, bidding, and construction support services for the Project (Lemmon Drive to North Hills Boulevard).

The Project was originated from the Intersection Control Evaluation (ICE) performed at Buck Drive and North Hills Boulevard in Reno. Currently, this intersection is three-way stop controlled. The Project includes alternatives evaluation (signal vs no-signal) including future planned land uses on the adjacent parcels and implementation of best alternative in concurrence with City of Reno. Additional scope of work includes Access Management assessment and implementation between Lemmon Drive and North Hills Boulevard. The Project is in the City of Reno and all anticipated review/improvements lie within City of Reno jurisdiction. Some improvements are anticipated to encroach outside of the existing City of Reno right-of-way and acquisition by RTC is anticipated. Procurement and construction will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by KHA.

Project Schedule Milestones:

- Design Notice-to-Proceed: August 2023
 - 60% Design Submittal: June 2023
 - 100% Design: September 2024
 - Construction: Spring 2025
-

KHA was selected from the qualified Civil Engineering, Design and Construction Management Services list for the Street and Highway Program. KHA's scope, schedule, and budget indicated the amount for design services is reasonable and within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 2024 capital budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified Consultant List for Civil Engineering, Design and Construction Management services for the Street and Highway Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn AND Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Kimley-Horn from the RTC Design and Construction shortlist to perform design and engineering during construction services in connection with the Buck Drive Circulation Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks A and C to E)	\$194,665.00
Optional Services (Task B and F to G)	\$269,499.00
<u>Contingency (Task H)</u>	<u>\$47,000.00</u>
Total Not-to-Exceed Amount	\$511,164.00

3.3. For any work authorized under Section 2.5, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, “Additional

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

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Maria Paz Fernandez or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Christian Heinbaugh or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Christian Heinbaugh
Project Manager
Kimley-Horn and Associates, Inc.
7900 Rancharra Pkwy, Suite 100
Reno, Nevada 89511
(775) 200-1967

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Brian Smalkoski, Vice President

EXHIBIT A

SCOPE OF SERVICES INCLUDING SCHEDULE OF SERVICES FOR THE BUCK DRIVE CIRCULATION PROJECT

This scope of services includes an optional alternatives analysis for the Buck Drive and North Hills Boulevard intersection as well as design, bidding, and construction support services for the Buck Drive Circulation Project (Lemmon Drive to North Hills Boulevard).

The project is in the City of Reno and all anticipated review/improvements lie within City of Reno jurisdiction. Some improvements are anticipated to encroach outside of the existing City of Reno right-of-way and acquisition by RTC is anticipated. Procurement and construction will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by Kimley-Horn and Associates (CONSULTANT).

The extent of design services is anticipated to generally follow the proposed improvements shown in Figure 6 from the Intersection Control Evaluation (ICE) performed for this site (prepared by Headway Transportation and dated February 17, 2023).

Assumptions:

- a. *No retaining walls or structural services are included in this scope.*
- b. *Only minor utility modifications will be necessary and are anticipated to consist of:*
 - a. *Existing storm drain infrastructure will remain in place and only minor storm drain revisions are anticipated to accommodate drainage from the roadway widening/revisions. Drainage analysis/report is not included.*
 - b. *No utility relocations are anticipated and no utility analysis is included.*
- c. *No permitting requirements are anticipated with the exception of those specifically identified in these services.*
- d. *Prevailing wage rates will not be used for any services.*
- e. *No services are included that are not specifically identified in these services.*

The following scope has been developed for these services:

A. Preliminary and General Items:

A.1. Kickoff Meeting/Project Introduction meeting with RTC and City of Reno

The CONSULTANT will conduct one agency stakeholder Project Kick-Off Meeting with RTC and City of Reno to inform of the project and confirm needs and available opportunities to complete project planning and design objectives. The RTC PM will determine appropriate contact personnel at each agency for coordination. An agenda and a meeting summary will be developed and provided for the meeting.

A.2. Public Outreach Support

The CONSULTANT will support the RTC with public outreach by providing up to four exhibits/renderings for use during public engagement activities led by RTC. The CONSULTANT will also support the RTC by attending up to two public engagement meetings.

A.3. Project Management

The CONSULTANT will provide general project management services involving regular coordination with the RTC Project Manager (PM), monthly invoicing, and regular work planning to deliver the services identified in this scope. The CONSULTANT has budgeted 48 hours of project manager time (average 2 hours per month) and 24 hours of project accountant time (average one hour per month) for this task based on an assumed up to 24-month project duration.

B. Alternatives Analysis and Preferred Alternative Recommendation (OPTIONAL TASK)

B.1. Draft Alternatives Analysis Memorandum

The CONSULTANT will review the signalized intersection recommendation from Figure 6 of the ICE for this intersection and compare against a preliminary alternate intersection layout that Kimley-Horn previously prepared as part of another project. CONSULTANT will analyze the two layouts and prepare a Draft Alternatives Analysis Memorandum summarizing:

- Data collection and analysis
- Lane configuration recommendations and findings
- Level of Service
- Anticipated construction costs
- Anticipated right-of-way acquisition requirements
- Recommendation for the preferred alternative

B.2. Review Meeting with RTC and City of Reno

CONSULTANT will attend a review meeting with the RTC and City of Reno to collect and review comments received and confirm preferred intersection layout to take to design.

B.3. Final Alternatives Analysis Memorandum

CONSULTANT will address comments received and prepare a Final Alternatives Analysis Memorandum.

C. Data Collection and Analysis

C.1. Topographic and Boundary Survey

Using a subconsultant, the CONSULTANT will obtain topographic survey for the project area (approximately 4.5 acres). The topographic survey will include road cross-sections, existing striping, edge of pavement, curb/gutter, sidewalk, surface utility information including invert and rim elevations of sanitary and storm sewer manholes and catch basins and will be suitable for design services identified in this scope of work. Property corners and right of way monuments will be located to establish right of way and adjacent property limits.

C.2. Geotechnical Evaluation

Using a subconsultant, CONSULTANT will conduct a geotechnical investigation of the project area. The geotechnical investigation will consist of:

- Drilling up to six borings to a depth of five feet below the existing ground surface or to refusal, whichever comes first. Material collected from the borings will be logged and the existing structural section will be measured. Bulk samples of the subgrade soils

- will be obtained for moisture density curves, R-value testing, sieve analysis, and plasticity indices testing as required. The borings will be capped with approximately 6 inches of concrete or Aquaphalt 6.0.
- The primary intent of the subsurface exploration is to:
 - Measure the thickness of the existing roadway structural section (includes thickness of asphalt concrete pavement, aggregate base, and/or subbase if present).
 - Collect bulk samples and/or drive samples of underlying aggregate base and subgrade soils for laboratory testing.
 - Laboratory testing will be performed as follows:
 - Two or three R-Value tests will be performed depending on test result variability.
 - One sieve analysis
 - One Plasticity Index
 - One Moisture Density Relationship
 - Performing a visual pavement distress/conditions review within the project limits to provide a qualitative discussion on the pavement distresses observed, identifying the distress conditions, extent of the distress, etc.
 - Upon completion of the field and laboratory testing, a Geotechnical and Pavement Investigation report will be completed.

C.3. Utility Coordination and Mapping

CONSULTANT will investigate and locate identified subsurface utilities within the design project area in accordance with the American Society of Civil Engineers standard guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. CONSULTANT will coordinate with Utility Owners to remove any lids of surface features and document depth of utility or invert of pipe.

D. Design

D.1.30% Preliminary Plans and OPC

CONSULTANT will prepare preliminary 30% design plans and an opinion of probable construction costs (OPC) suitable for RTC, utility agency, and local government review. The 30% plans will contain proposed horizontal site layout design and no grading/drainage design will be performed with this task.

D.2. Review Meeting with RTC and City of Reno

CONSULTANT will attend a 30% design review meeting with the RTC and stakeholders to collect and review comments received.

D.3.60% Plans, Technical Specifications, and OPC

CONSULTANT will address comments received from the 30% design documents and progress the preliminary plans and a preliminary opinion of probable construction costs to a 60% level suitable for RTC, utility agency, and local government review. 60% plans will include vertical grading and drainage design. CONSULTANT will prepare draft technical specifications utilizing the RTC's template documents.

D.4. Review Meeting with RTC and City of Reno

CONSULTANT will attend a 60% design review meeting with the RTC and stakeholders to collect and review comments received.

D.5.90% Plans, Technical Specifications, and OPC

CONSULTANT will address comments received from the 60% design documents and progress the plans, technical specifications, and opinion of probable construction costs to a 90% level. The 90% plans will contain sufficient design information to initiate the permitting task. CONSULTANT will prepare draft contract documents utilizing RTC template documents.

D.6. Review Meeting with RTC and City of Reno

CONSULTANT will attend a 60% design review meeting with the RTC and stakeholders to collect and review comments received. Stakeholders will be notified that this is the final review deliverable prior to the Issued for Bids deliverable.

D.7.Issued for Bids Plans, Contract Documents, and OPC

CONSULTANT will address comments received from the 90% project documents and prepare issued for bids (IFB) contract documents. The IFB plans and technical specifications will be stamped and signed by a licensed Nevada Professional Engineer.

- The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan view, right-of-way lines, cross-sections and construction/slope limits. The final plan set is anticipated to consist of up to 17 sheets:
 - Cover Sheet (1 sheet)
 - Notes, Legend, and Abbreviations Sheet (1 sheet)
 - Demolition Plan (1 sheet, 1" = 60' scale)
 - Civil Plan (9 sheets):
 - Plan and Profile (3 sheets, 1" = 20' scale)
 - Grading Sheets (3 sheets, 1" = 20' scale)
 - Striping and Signage Plan (1 sheet, 1" = 60' scale)
 - Utility Plan (1 sheet)
 - Signal Plan (1 sheet)
 - Details (5 sheets)

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. Plans and specifications will be submitted electronically to the RTC, City of Reno, utility agencies identified to have facilities within the project limits, and other affected parties for review at the 30%, 60%, and 90% stages of completion.

E. Bidding Services

E.1. Bidding Services

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.

CONSULTANT will respond to reasonable and appropriate bidder requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of bidding. Preparation and issuance of up to one addendum is included with this task. Any orders authorizing variations from the Contract Documents will be made by RTC.

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.

F. Engineering During Construction (OPTIONAL SERVICES)

F.1. Construction Administration

CONSULTANT to provide construction administration services as follows:

- Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- Construction management: CONSULTANT will provide construction management services that include regular coordination with the RTC project manager, the City of Reno, affected utility agencies, and the Contractor. CONSULTANT will review and provide recommendations on contractor's construction schedule, work progress, and any required change orders. CONSULTANT will review and provide recommendations on contractor's traffic control plans.
- Submittal review: CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Construction meetings: CONSULTANT will coordinate and lead weekly (or less often, as appropriate) construction meetings at the project site. Consultant will prepare and issue via PDF an agenda and meeting summary for each weekly meeting. Up to ten meetings have been assumed for this task.
- Requests for Information (RFI): CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion

of Contractor's work. Preparation and issuance of up to two addenda are included with this task. Any orders authorizing variations from the Contract Documents will be made by RTC.

- **Pay Applications:** Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid each monthly pay period. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- **Substantial Completion Walk:** CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- **Punch List Review:** CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.

F.2. Inspection

“Inspection services” means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications, and reporting to the RTC observed deficiencies. 65 working days are assumed for the construction period and an average of eight hours per working day have been assumed for inspection services. CONSULTANT has assumed up to 520 hours of onsite inspection services for this task and will use Hector Silva (Analyst I) or other similarly qualified personnel as approved by RTC for this service. The following tasks summarize the major elements of Inspection anticipated with this project.

- Monitor the work performed by the Contractor to ascertain whether the work is in substantial 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 copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, and placement of portland cement concrete.
- Provide materials quantity reports and assist in reviewing and analyzing 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 redline set of drawings to incorporate contractor record drawings.
- Using a subconsultant, CONSULTANT will provide a paving inspector to monitor paving operations and perform required paving testing. CONSULTANT has assumed up to 32 hours of regular time inspection and up to 8 hours of overtime inspection for this task.

F.3. Construction Survey

Using a subconsultant, CONSULTANT will provide construction surveying services for the proposed improvements as follows:

- Recover survey control
- Delineate saw-cut lines for pavement demolition
- Offset stakes to face of curb, sidewalk, points of curvature, and grade breaks with cut/fill to finished grade elevation.

F.4. Material Testing

Using a subconsultant, CONSULTANT will perform materials testing services. The following tasks summarize the major elements of testing anticipated with this project and the subconsultant's fee schedule is attached to Exhibit B.

- Provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested may include plantmix bituminous pavement, aggregate base, fill material, and concrete cylinder samples. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, will be submitted to the RTC and CC'd to appropriate governmental jurisdiction(s).
- Subconsultant will perform up to 37 site visits for roadway material testing of underground work, roadway widening fill, subgrade preparation, and aggregate base.
- Subconsultant will perform up to 28 site visits for PCC sidewalk, curb and gutter, pedestrian ramps, and signal pole foundations.

- Subconsultant will perform up to four days of paving inspection and paving materials inspection.

F.5. As-Built Drawings

CONSULTANT will provide as-built drawings for the completed project. A single file PDF format will be provided to RTC for its files and distribution. The as-built drawings will include addenda issued during construction as well as redline revisions to the plans provided to CONSULTANT by the CONTRACTOR and the CONSULTANT'S onsite inspector.

G. Additional Optional Services

G.1. Right-of-Way Engineering

If easements or right-of-way acquisition is necessary; using a subconsultant, CONSULTANT will prepare legal descriptions, research title reports, and other information needed for RTC to obtain up to six total easements and/or acquisitions of right-of-way.

H. Contingency

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

PROJECT SCHEDULE
FOR
Buck Drive Circulation Project Milestones
(Updated July 2023)

<u>Preliminary and General Items</u>	<u>Date</u>
Project NTP	Aug 2023
Kickoff/Project Introduction Meeting	Aug 2023
<u>Alts Analysis and Preferred Alt Recommendation (OPTIONAL)</u>	<u>Date</u>
Draft Alternatives Analysis Memo	Aug-Nov 2023
Review Meeting with RTC and City of Reno	Dec 2023
Final Alternatives Analysis Memo	Jan-Feb 2024
<u>Data Collection and Analysis</u>	<u>Date</u>
Topographic and Boundary Survey	Aug-Nov 2023
Geotechnical Evaluation	Aug-Dec 2023
Utility Coordination and Mapping	Aug-Dec 2023
<u>Design</u>	<u>Date</u>
30% Preliminary Plans and OPC	Jan-March 2024
Review Meeting with RTC and City of Reno	March 2024
60% PS&E	April-June 2024
Review Meeting with RTC and City of Reno	June 2024
90% PS&E*	July-Sept 2024
Review Meeting with RTC and City of Reno	Sept 2024
Issued for Bids PS&E	Oct-Dec 2024
<u>Bidding Services</u>	<u>Date</u>
Pre-Bid Meeting	Feb 2025
RFI Responses	Feb-March 2025
Bid Opening and Bid Tabs	March 2025
<u>Engineering During Construction (Optional Services)</u>	<u>Date</u>
Construction Administration	May-Aug 2025
Inspection	May-Aug 2025
Construction Survey	May-Aug 2025
Material Testing	May-Aug 2025
As-Built Drawings	September 2025
<u>Additional Optional Services</u>	<u>Date</u>
Right-of-Way Engineering	March-Sept 2024

**Exhibit B - Schedule of Services
Buck Drive Circulation Project**



TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$ 26,310.00
B	Alternatives Analysis and Preferred Alternative Recommendation (OPTIONAL)	\$ 19,810.00
C	Data Collection and Analysis	\$ 53,165.00
D	Design	\$ 108,430.00
E	Bidding Services	\$ 6,760.00
	Total Design Services (Task A-E)	\$214,475.00
F	Engineering During Construction (Optional Services)	\$ 235,629.00
G	Additional Optional Services	\$ 14,060.00
H	Contingency	\$ 47,000.00
	Total Not-to-Exceed Amount	\$511,164.00



Exhibit B - Schedule of Services
Buck Drive Circulation Project

Prepared by Kimley-Horn

CNH

7/10/2023

v04

TASK	DESCRIPTION	Senior Prof. II	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
	Personnel	Shannon Ahartz	Christian Heinbaugh Michael Mosley David Tusler	David Giacomini Tiffany Patrick Doug Del Porto	Jim Crane Perry Schaffner	Hector Silva Alex Tang	CJ Thrall Ian Smith	Noah Kinghorn				
		\$320	\$275	\$225	\$180	\$145	\$120	\$115				
A	Preliminary and General Items											
	Kickoff Meeting/Project Introduction Meeting with RTC and City of Reno		4	2		12			18			\$3,290.00
	Public Outreach Support		8			24		12	44			\$7,060.00
	Project Management		48					24	72			\$15,960.00
	Subtotal Hours	0	60	2	0	36	0	36	134			
	Subtotal Fee	\$0.00	\$16,500.00	\$450.00	\$0.00	\$5,220.00	\$0.00	\$4,140.00		\$0		\$26,310.00
B	Alternatives Analysis and Preferred Alternative Recommendation (OPTIONAL)											
	Draft Alternatives Analysis Memo		8	16		40	10		74			\$12,800.00
	Review Meeting with RTC and City of Reno		2	2					4			\$1,000.00
	Final Alternatives Analysis Memo		4	8		10	10	4	36			\$6,010.00
	Subtotal Hours	0	14	26	0	50	20	4	114			
	Subtotal Fee	\$0.00	\$3,850.00	\$5,850.00	\$0.00	\$7,250.00	\$2,400.00	\$460.00		\$0		\$19,810.00
C	Data Collection and Analysis											
	Topographic and Boundary Survey		2	4		8	8		22	\$13,700	MAPCA	\$17,270.00
	Geotechnical Evaluation		2	4		8	8		22	\$28,755	CME	\$32,325.00
	Utility Coordination and Mapping		2	4		8	8		22			\$3,570.00
	Subtotal Hours	0	6	12	0	24	24	0	66			
	Subtotal Fee	\$0.00	\$1,650.00	\$2,700.00	\$0.00	\$3,480.00	\$2,880.00	\$0.00		\$42,455		\$53,165.00

Exhibit "B"

TASK	DESCRIPTION	Senior Prof. II	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
D	Design											
	30% Preliminary Plans and OPC	4	30	40	8	80	40		202			\$36,370.00
	Review Meeting with RTC and City of Reno		4			4		2	10			\$1,910.00
	60% Plans, Technical Specifications, and OPC	4	24	30	16	60	24		158			\$29,090.00
	Review Meeting with RTC and City of Reno		4			4		2	10			\$1,910.00
	90% PS&E with Draft Contract Documents	4	20	24	4	40	20		112			\$21,100.00
	Review Meeting with RTC and City of Reno		4			4		2	10			\$1,910.00
	Issued for Bids PS&E	2	16	20	4	24	20		86			\$16,140.00
	Subtotal Hours	14	102	114	32	216	104	6	588			
	Subtotal Fee	\$4,480.00	\$28,050.00	\$25,650.00	\$5,760.00	\$31,320.00	\$12,480.00	\$690.00		\$0		\$108,430.00
E	Bidding Services											
	Bidding Services		4	8	4	12	4	8	40			\$6,760.00
	Subtotal Hours	0	4	8	4	12	4	8	40			
	Subtotal Fee	\$0.00	\$1,100.00	\$1,800.00	\$720.00	\$1,740.00	\$480.00	\$920.00		\$0		\$6,760.00
F	Engineering During Construction (Optional Services)											
	50 Working Days								0			\$0.00
	Construction Administration		130	40	8		40		218			\$50,990.00
	Inspection				520				520	\$2,500	Inspector Vehicle/Mileage	\$96,100.00
	Construction Survey		4				8		12	\$14,000	MAPCA	\$16,060.00
	Material Testing		4				8		12	\$61,799	CME material testing and pavement inspector. See attached rate sheet	\$63,859.00
	As-Built Drawings		8	4	4		40		56			\$8,620.00
	Subtotal Hours	0	146	44	532	0	96	0	818			
	Subtotal Fee	\$0.00	\$40,150.00	\$9,900.00	\$95,760.00	\$0.00	\$11,520.00	\$0.00		\$78,299		\$235,629.00
G	Additional Optional Services											
	Right-of-Way Engineering		12	2			24	2	40	\$7,200	MAPCA	\$14,060.00
	Subtotal Hours	0	12	2	0	0	24	2	40			
	Subtotal Fee	\$0.00	\$3,300.00	\$450.00	\$0.00	\$0.00	\$2,880.00	\$230.00		\$7,200		\$14,060.00

Exhibit "B"

TASK	DESCRIPTION	Senior Prof. II	Senior Prof. I	Prof.	Analyst II	Analyst I	Technical Support	Support Staff	Hours Subtotal	Expenses	Expense Description	Task Amounts
H	Contingency										10% of Design	\$47,000.00
	Total Services Hours	14	344	208	568	338	272	56	1,800			
	Total Services Fee	\$4,480.00	\$94,600.00	\$46,800.00	\$102,240.00	\$49,010.00	\$32,640.00	\$6,440.00		\$127,954		\$511,164.00

**KIMLEY HORN
RTC BUCK DRIVE CIRCULATION PROJECT
MATERIALS TESTING & PAVING INSPECTION
2025 CONSTRUCTION**

DATE : **3/29/2023**

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGER					
REPORTS & MEETINGS	10	3	\$ 185.00	\$ 5,550.00	10 WEEK CONSTRUCTION SCHEDULE
VEHICLE	10	2	\$ 15.00	\$ 300.00	

PAVING INSPECTOR					
PAVING INSPECTOR REG.	4	8	\$ 155.00	\$ 4,960.00	2 DAY MILL & FILL, 2 DAYS WIDENING
PAVING INSPECTOR O.T.	4	2	\$ 202.00	\$ 1,616.00	
VEHICLE	40		\$ 15.00	\$ 600.00	

ON CALL TESTING TECHNICIAN					
TECHNICIAN REG. UNDERGROUND	3	2	\$ 120.00	\$ 720.00	SIGNAL CONDUITS
TECHNICIAN O.T.			\$ 156.00	\$ -	
TECHNICIAN REG. WIDENING FILL	6	5	\$ 120.00	\$ 3,600.00	3611 CY
TECHNICIAN REG. SUBGRADE & AB	20	2	\$ 120.00	\$ 4,800.00	C&G, SIDEWALK, 4 PED RAMPS
TECHNICIAN REG. SUBGRADE & AB	8	2	\$ 120.00	\$ 1,920.00	15600 SF ROAD WIDENING
TECHNICIAN REG. PCC	24	4	\$ 120.00	\$ 11,520.00	1000 LF C&G, SIDEWALK, 4 PED RAMPS
TECHNICIAN REG. PCC	4	4	\$ 120.00	\$ 1,920.00	4 SIGNAL POLES
TECHNICIAN REG. HMA	4	8	\$ 120.00	\$ 3,840.00	1946 TONS
TECHNICIAN O.T. HMA	4	2	\$ 156.00	\$ 1,248.00	
TECHNICIAN REG. HMA CORING	4	4	\$ 120.00	\$ 1,920.00	5 LOTS
TECHNICIAN REG. HMA PLANT INSPECTION	1	3	\$ 120.00	\$ 360.00	
VEHICLE	263		\$ 15.00	\$ 3,945.00	
NUCLEAR GAUGE	92		\$ 10.00	\$ 920.00	

LABORATORY TESTING					
MOISTURE DENSITY CURVE	4		\$ 300.00	\$ 1,200.00	3 SG, 1AB
CONCRETE CYLINDERS	30		\$ 210.00	\$ 6,300.00	SETS OF 6
JOINT STUDY CORES	4		\$ 90.00	\$ 360.00	2600 FT OF JOINT 1 / 1000 FT OF JOINT
ASPHALT CEMENT FULL SERIES	1			N/C	TESTED BY NDOT
HMA PLANT SA, LAR, PI, FRACTURED FACES	1		\$ 560.00	\$ 560.00	
HMA FULL SERIES	4		\$ 910.00	\$ 3,640.00	

ESTIMATED TOTAL FEE \$ 61,799.00

1. BASED ON CME NOT PAYING PREVAILING WAGES
2. ESTIMATE SHOULD BE REVIEWED ONCE PLANS, QUANTITIES AND A CONTRACTOR SCHEDULE IS AVAILABLE

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.6

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Lemmon Drive Traffic Improvements and Resiliency Project PSA

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., for professional services for the Lemmon Drive Traffic Improvements and Resiliency Project NEPA and design, in an amount not-to-exceed \$5,583,739.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group, Inc., is for the environmental and professional engineering services for the Lemmon Drive Traffic Improvements and Resiliency Project. The Project extends from Fleetwood Drive to Ramsey Way and is classified as a medium access control arterial. The existing Lemmon Drive roadway alignment is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain and is designated as Special Flood Hazard Area. The purpose of this Project is to reconstruct and realign the segment of Lemmon Drive above the 100-year floodplain to provide resilience during extreme weather events and safe connectivity for the community. Additional safety benefits include the elimination of direct driveway access to Lemmon Drive and the construction of a separated multi-use path.

CA Group, Inc., was selected from RTC Request for Proposal No. RTC 23-05 as a qualified firm to perform engineering and environmental services. Negotiation of CA Group Inc.'s scope, schedule, and budget for the requested services is deemed fair and reasonable.

FISCAL IMPACT

The project is funded using Federal and Local Fuel Tax funds. For preliminary engineering, \$4,000,000 in Congressionally Designated Spending will be utilized, with Local Fuel Tax funding the remaining \$1,583,739. Funding for this item is included in the FY 2024 budget.

PREVIOUS BOARD ACTION

12/16/2022 Authorized a request for proposals for environmental services, final design, and engineering services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Professional Services for NEPA and Final Design in connection with the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 1 to 7, 9, and 11)	\$5,155,799
Optional Design Services (Tasks 8 and 10)	\$86,020
EDC Services (Task 12)	\$191,120
<u>Design Contingency (Task 13)</u>	<u>\$150,800</u>
Total Not-to-Exceed Amount	\$5,583,739

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Amanda Callegari
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: acallegari@rtewashoe.com
Phone: (775)335-1881

CONSULTANT: Chad Anson
Consultant Project Manager
CA Group, Inc.
8630 Technology Way, Suite C
Reno, Nevada 89521
Email: chad.anson@c-agroup.com
Phone: (775)283-8394

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the [Nevada Department of Transportation on behalf of the Federal Highway Administration]. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in ***[Exhibit D, E and F][Exhibit D] ***.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E.

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide environmental services, preliminary engineering, final design, and right-of-way acquisition services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project (Project).

The Project is located in the North Valleys area within the City of Reno and unincorporated Washoe County jurisdictions. The Project extends from Fleetwood Drive at the southern limit to Ramsey Way at the northern limit and is classified as a medium access control arterial. The existing Lemmon Drive roadway alignment is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain and is designated as Special Flood Hazard Area. Swan Lake and the associated wetlands are within a closed basin and are not classified as Waters of the U.S. with the U.S. Army Corps of Engineers (USACE).

The purpose of this Project is to reconstruct and realign the segment of Lemmon Drive above the 100-year floodplain to provide resilience during extreme weather events and safe connectivity for the community. Additional safety benefits include the elimination of direct driveway access to Lemmon Drive and the construction of a separated multi-use path.

An alternatives analysis and preliminary engineering (30% design) was completed in October of 2022. The CONSULTANT shall obtain, review, and make use of all available data and existing information including, but not limited to preliminary plans, cost estimates, alternatives analysis and supporting documentation, and other project information provided by the RTC.

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: June 2023
- NEPA: June 2023 – May 2024
- 30% Refined Design: December 2023
- 60% Intermediate Design: June 2024
- 90% Design: September 2024
- 100%: November 2024
- Final Design: January 2025
- Invitation to Bid: January 2025 – April 2025

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the project

through bidding activities; assumed to be twenty-two (22) months total, July 2023 through April 2025. Once the project proceeds to construction, project management will be performed under the Services During Construction task.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination and Meetings

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with weekly informal briefings via email or phone call. The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed.

CONSULTANT Design Manager will directly oversee the design disciplines, manage the production of Preliminary and Final Design, and coordinate milestone submittals, reviews, and incorporation of review comments.

CONSULTANT Project Manager, Design Manager, Environmental Manager, Public Information Manager and key design support and subconsultant staff will participate in project kickoff, project management, internal team, and miscellaneous coordination meetings.

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with the RTC, the City of Reno, Washoe County, NDOT, BLM, and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

CONSULTANT will hold an internal kickoff meeting with CONSULTANT staff, and subconsultants to internally align the team with the goals of the RTC and the goals of the project.

1.2.2. Project Management Team Meetings

CONSULTANT will facilitate monthly meetings with the RTC Project Manager to discuss the design progress; upcoming milestones; scope, schedule, and budget; risk status; key technical issues by discipline; and make informed decisions. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of nineteen (19) meetings are anticipated.

1.2.3. Internal Design Team Coordination Meetings

Starting with the Preliminary Design effort, CONSULTANT will hold biweekly design coordination meetings with CONSULTANT design staff and subconsultants as appropriate to ensure cross-discipline coordination with design and schedule. A total of forty-four (44) meetings are anticipated.

1.2.4. Miscellaneous Coordination Meetings

CONSULTANT will prepare for and attend miscellaneous coordination meetings with RTC, City of Reno, and Washoe County staff as requested by and at the RTC's discretion. A total of thirty-six (36) meetings are anticipated over the duration of the project.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.2.5. Resource Agency Monthly Meetings

CONSULTANT will prepare for and attend monthly NEPA resource agency meetings during the NEPA process with RTC, City of Reno, Washoe County, BLM, NDOT, FHWA, and other resource agency staff as requested by and at the RTC's discretion. A total of twelve (12) meetings are anticipated over the duration of the project.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.2.6. Utility Coordination Monthly Meetings

CONSULTANT will prepare for and attend monthly utility coordination meetings during NEPA and design with RTC, City of Reno, Washoe County, NVEnergy, Spectrum, AT&T and other utilities as requested by and at the RTC's discretion. A total of twenty (20) meetings are anticipated over the duration of the project.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.3. Project Management Plan (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols; Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Safety Plan. The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

Deliverables – Draft and Final PMP

1.4. Quality Management Plan (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Lemmon Drive Project. A Quality Manager will be assigned and will be responsible for the development and implementation of the plan. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on each design deliverable including the Preliminary and Final Design milestone packages.

Deliverables – Draft and Final QMP

1.5. Design and NEPA Schedule

CONSULTANT will prepare and maintain a project schedule and distribute updates on a monthly basis. The schedule will be reviewed with the RTC at monthly Project Management Team (PMT) meetings, with a focus on the upcoming 4-week look ahead, critical path activities, and schedule threats.

1.6. Constructability Reviews and Construction Schedules

CONSULTANT will provide an independent constructability review of the 60 Percent Design plans, an independent review of the 90 Percent Design plans, and provide a draft construction schedule at the 90 Percent submittal. Constructability reviews and updates to the draft construction schedule will be provided on the Final Design Submittals.

1.7. Cost Risk Assessment (CRA)

Upon completion of the 60 Percent Design submittal, a Cost Risk Assessment (CRA) workshop will be conducted. The CONSULTANT will perform probabilistic risk analysis via Monte Carlo simulation models to establish a probable range for both project cost and schedule based on anticipated risks, uncertainties and escalation. Escalation rates will be as provided by NDOT's 2019 Escalation Rates Forecast Technical Memorandum.

Cost and schedule risks will be evaluated for the project as a whole.

CONSULTANT will provide Subject Matter Experts (SME's) in roadway, geotechnical, drainage, utilities, and traffic to participate in the workshop; provide senior professionals to conduct the workshop including independent review of the cost estimate and assessment of project risk; collect and analyze the data obtained from the workshop; and prepare the final report.

The CONSULTANT will coordinate the CRA workshop with the RTC Project Manager who will assist in the identification of representatives from key stakeholder groups and provide additional SME's as appropriate. Prior to the start of the CRA, CONSULTANT develop an

initial list of risk items to consider and as part of the CRA workshop, when developing the risk register. With input from the SME's, the risk register will identify potential project risks, cost or schedule impacts of the risks, and the likelihood of the risk occurring and response strategies to help mitigate risk.

Upon completion of the workshop the CONSULTANT will prepare a draft CRA report that will be circulated to participants for review and comment. The CONSULTANT will document comments and responses in a spreadsheet and use these comments to finalize the CRA report. The final CRA report, including the risk register, will be provided electronically to the RTC Project Manager.

Deliverables – Meeting Invitation, Materials, Exhibits, Summaries, Draft and Final CRA Report

2. PUBLIC AND AGENCY INVOLVEMENT

CONSULTANT will provide public and stakeholder involvement and outreach services to support the RTC's efforts to engage and solicit feedback from project stakeholders and the public through NEPA and final design.

2.1. Public Outreach and Involvement Plan

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan shall include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure. CONSULTANT will provide a draft and final copy of the Plan.

Deliverables - Public Outreach and Involvement Plan

2.2. Stakeholder Database

CONSULTANT will develop and maintain a stakeholder contact database. The stakeholder database will include Project team members, elected officials, businesses, agencies, residents, and neighborhood and community organizations. The database will be a single master database and will be updated as needed. Contacts obtained from meetings shall be added to the database. The database will also include a comprehensive list of all comments/questions received and the responses returned. Comments will be responded to by the public involvement team with approval from the RTC or by RTC staff directly.

Deliverables - Stakeholder contact database

2.3. Website and Digital Outreach

CONSULTANT will provide content and updates for the existing project website: northvalleysimprovements.com/lemmon-drive. It is assumed the RTC will be responsible for managing the website. CONSULTANT will create and manage a project-specific email used for two-way communication with the public. At the conclusion of the Project, CONSULTANT

shall transfer ownership of the email address and mailbox to the RTC.

Deliverables - Project email

2.4. Stakeholder Meetings

CONSULTANT will arrange and participate in individual stakeholder meetings as required. Individual meetings may take place with stakeholders including, but not limited to, Neighborhood Advisory Boards (City of Reno), Citizen Advisory Boards (Washoe County), property owners, businesses, and community groups/organizations. These efforts shall be coordinated with the RTC Communications Team. Stakeholder Meetings shall be documented and include the person(s)/group(s) met with, time and location, summary of topic, and issues, comments and questions raised.

Deliverables - Stakeholder meeting documentation

2.5. Project Briefings

CONSULTANT will assist in the development of PowerPoint presentations for Project briefings to RTC and Transportation Boards, County Commissioners, City Councils, and other elected officials, as well as State and Local agencies as needed.

Deliverables - PowerPoint presentation

2.6. Collateral Materials

CONSULTANT will design and prepare collateral materials as needed for the Project to effectively communicate information to stakeholders and the public. Collaterals may include fact sheets, maps, FAQs, and infographics.

2.7. NEPA Outreach Requirements

2.7.1. Public and Resource Agency Scoping Meetings

CONSULTANT will arrange and conduct a Project Intent to Study Meeting, NEPA Public Hearing, and one additional (1) Public Information Meeting with residents, property owners adjacent to the project, stakeholders, and other members of the public to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. The Intent to Study Meeting will occur after NTP to establish the Project's purpose and need along with alternatives considered. The NEPA Public Hearing will occur upon completion of the draft Categorical Exclusion (CE) and contain a 30-day public comment period. The Public Information Meeting should occur upon completion of 90% design with the purpose of soliciting feedback from the community for final design and contain a two-week (14-day) comment period.

Public involvement and outreach tasks, activities and deliverables for Meetings include:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings for a month leading up to the event
- Establishing meeting dates, times and locations

- Designing and preparing bilingual mailers (for a minimum distance of ¼ mile from the project area), notices and advertisements. The RTC will be responsible for distributing and payment for such notifications
- Designing and preparing newspaper advertisements. Advertisements should run two (2) times prior to each Meeting and include both English and Spanish publications. The RTC is responsible for payment of advertisements
- Coordinating with the RTC's Communications Team for drafting and distributing press releases
- Preparing a sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Assisting in preparing PowerPoint presentations, displays, exhibits and graphics
- Preparing a meeting summary
- Accommodating a virtual public meeting option for each Meeting in addition to in-person

2.8. Groundbreaking Event

A groundbreaking event will be held at the start of construction to bring media and public attention to the start of construction and provide detailed project information. CONSULTANT will assist the RTC with event development and implementation as requested.

3. ENVIRONMENTAL AND PERMITTING

This task encompasses permitting activities as well as ongoing environmental coordination and documentation efforts necessary to complete the NEPA process. To complete the NEPA process on schedule, CONSULTANT will use the following procedures:

- Draft and distribute intent to study letter to public
- Coordinate regularly and communicate clearly with the RTC, NDOT, FHWA, and any cooperating agencies
- Work closely with regulatory agencies to understand the expectations of key reviewers from agencies such as the State Historic Preservation Office, BLM, US Army Corp of Engineers, and others
- Use subject matter experts who have appropriate credentials for the task, experience in the study area, and thorough knowledge about NEPA and associated regulations as applied to highway transportation projects
- Understanding the importance of thorough documentation that will minimize agency and public comments, support the administrative record, and reduce the risk for legal challenges using periodic peer reviews and legal sufficiency reviews for quality assurance and to validate the documentation is complete and compliant throughout the process
- Provide over-the-shoulder reviews of technical studies
- Using a technical editor, GIS analysts, and graphic artists to support the documentation

3.1. NEPA Coordination

CONSULTANT will manage the environmental and permitting tasks which require significant

coordination of subconsultants, agencies, stakeholders, and the engineering team. Specific focus of this task will include the coordination for the environmental permitting and mitigation elements with the engineering design and to ensure regulatory elements are appropriately reflected in the final project design.

3.2. NEPA Data Collection, Field Investigation and Resource Analysis

This task consists of development of the study area and review of environmental resources that must be analyzed for the NEPA process, coordinated with respective stakeholders and resource agencies, documented, and, in some cases, mitigated. The following table summarizes the environmental factors assumed for analysis and the level of documentation. Two (2) alternatives, including one build and one no action/no build, will be analyzed. The anticipated resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project.

NEPA Analysis Task Item	CE Documentation	Field Analysis/Tech Reports	Agency/Stakeholder Coordination
Air Quality	x	x	x
Traffic	x	x	
Biological Resources and Threatened/Endangered/Sensitive Species	x	x	x
Noise Analysis	x	x	
Wetlands/Waters of the US	x	x	x
Energy Resources and Geology	x		
Floodplains and Water Resources/Quality	x	x	x
Hazardous Materials	x	x	
Land Use	x		x
Cultural Resources/Section 106	x	x	x
Parks and Recreation Resources	x	x	
Social and Economic Conditions, including Environmental Justice	x	x	
Section 4(f) and 6(f) Analysis	x	x	x

NEPA Analysis Task Item	CE Documentation	Field Analysis/Tech Reports	Agency/Stakeholder Coordination
Visual Resources	x	x	
Cumulative and Indirect Effects Analysis	x		
Acquisitions and Relocations	x	x	

Data will be collected for the resources and specialty areas listed in the above table. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area.

Stand-alone technical reports will be prepared for those study areas identified in the second column of the table above. The reports will document the findings of the required analyses and surveys, the effects of the proposed action to resources, and measures to avoid and/or minimize project effects. Two iterations, one draft and one final, of all technical reports will be prepared.

The data collected and analysis will include the following:

3.2.1. Air Quality

Document existing energy resources in the study area and assess the project’s effect on air quality during construction and operation in the future. Assumes that no air quality modeling will be required. Coordinate with RTC to ensure the project is in conformity with the TIP and LRTP.

3.2.2. Traffic

Summarize the results of the traffic analysis performed for the project (see Task 5.3), disclosing the benefits and impacts of the proposed improvements in the study area.

3.2.3. Biological Resources and Threatened & Endangered/Sensitive Species

Collect and analyze wildlife resource data and document existing vegetation in the project area. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW), BLM biological resource specialists, and Nevada Natural Heritage Program regarding threatened, endangered, sensitive, or rare species of plant or animal species in the project area. A reconnaissance survey of the project area will be conducted to determine if any remnant habitats are present, and to evaluate the potential for impacts to migratory birds and bats. No species-specific protocol surveys will be conducted. Formal consultation with USFWS for potential adverse effects to ESA-listed species is not anticipated.

3.2.4. Traffic Noise

The CONSULTANT will identify noise sensitive receivers within the project study area for

two alternatives, the no build alternative and one build alternative. The CONSULTANT will conduct traffic noise impacts analysis in accordance with RTC, NDOT and FHWA requirements based on the procedures presented in the *NDOT's Traffic and Construction Noise Abatement Policy October 20, 2022* and *RTC Traffic Noise Mitigation Policy* guidelines in effect May 2013. Possible noise abatement measures will be recommended for impacted areas. The feasibility and reasonableness analysis for noise barriers will be completed in accordance with RTC and NDOT requirements. Construction noise and vibration analysis will be conducted for various phases.

3.2.5. Wetlands and Waters of the US

Utilize the project drainage/hydrology report to determine potential water quality, storm water, NDEP permitting and permitting (USACE) issues for affected waters of the U.S. Existing conditions and project impacts will be analyzed. CONSULTANT will evaluate project area for presence of waters of the United States (WOTUS) by conducting an aquatic resources delineation and assessing the field conditions against the applicable federal regulations for jurisdictions waters that are current as of the date of assessment. CONSULTANT will make a recommendation of applicable permitting needs for any impacts to aquatic features located within the project footprint. If necessary, CONSULTANT will describe the type of permitting that may be required (i.e., nationwide or individual) and any related mitigation measures. Permit documentation will be prepared, permit application(s) will be filed, and mitigation commitments will be made as a separate part of this scope of work (see Task 3.4).

3.2.6. Energy Resources and Geology

Document existing energy resources in the study area and assess the project's energy use during construction and operation. Report on any geologic resources that could affect the project.

3.2.7. Floodplains and Water Resources

Identify surface waters and FEMA-regulated floodplains in the study area. FEMA submittals are not anticipated; however, if they are determined to be required, they will be performed as a separate part of this scope of work (see Task 8). The aquatic resources delineation report prepared as part of 3.2.5, above, will identify all surface waters located within the project area. Utilize the project drainage/hydrology report and aquatic resources delineation report to determine potential water quality, storm water, and permitting (USACE) issues for affected WOTUS.

3.2.8. Hazardous Materials

Perform Initial Site Assessment for the study area and identify potential sites of contamination and likelihood of encountering contaminated materials during construction.

3.2.9. Land Use

Collect existing, planned, and future land use and zoning information from the City of Reno and Washoe County. Collect information on pending development and related land use changes, in coordination with local planners. Describe generalized existing and future land use.

3.2.10. Cultural Resources

Archaeological and historical resources in the project area will be identified through field

surveys, archival research, and coordination with the Nevada State Historic Preservation Officer (SHPO). Cultural resources reports will be prepared for review and concurrence by the RTC, NDOT, FHWA, and SHPO. This scope includes:

- The Area of Potential Effects (APE) will include the limits of anticipated direct and indirect effects within roadways and parcels between Fleetwood Drive and Ramsey Way include cross street extensions to the realigned roadway. The indirect APE will include the viewshed area adjacent to Lemmon Drive right-of-way, as appropriate.
- The APE will be submitted to the RTC, NDOT, FHWA and the RTC will determine the APE and transmit it to the SHPO for review and comment.
- Historic resources (buildings and structures 45 years of age or older) will be recorded, described, and mapped utilizing the Nevada SHPO historic resource information form (HRIF).
- Cultural resources identified during the surveys will be evaluated for eligibility utilizing established National Register of Historic Places criteria/standards. Archaeological survey will be limited to undeveloped parcels with exposed ground surface. Recommendations regarding eligibility will be made with FHWA making the final determination of eligibility.
- The NDOT and/or FHWA will conduct the Native American consultation, with the CONSULTANT in a technical support role (co-authoring Native American consultation letters).
- Preparation of an agreement document (MOA) or provision of mitigation services is not included. If preparation of a MOA is necessary, CONSULTANT will request approval to proceed as part of Task 13, Design Contingency.
- Programmatic Cultural Resources clearance will be utilized to obtain geotechnical drilling permission as early as possible.

3.2.11. Parks and Recreation

Identify any recreational uses in the study area, analyze impacts, and identify any mitigation measures.

3.2.12. Section 4(f)

The CONSULTANT will identify any recreation resources, including publicly owned parks and trails within the study area. If resources are identified, including historic properties, that are subject to Section 4(f) protection, a Section 4(f) Evaluation would be prepared.

3.2.13. Social and Economic Conditions, including Environmental Justice

The Land Use and Socioeconomics Memorandum will describe generalized existing and future land use patterns and include these assumptions in the analysis of alternatives. Direct and indirect impacts to land use, including full and/or partial right-of-way takes will be inventoried for the build alternative and the no build alternative.

The CONSULTANT will collect data from the US Census Bureau and American Community Survey to analyze social and economic impacts to surrounding land uses, analyzing both adverse and beneficial social and economic changes. No economic modeling is included.

3.2.14. Visual Conditions

Prepare two 3D model simulations of proposed project improvements overlain onto high resolution photos for inclusion in the NEPA document. Each 3D model simulation will be evaluated for visual impacts relative to the existing condition, following the FHWA guideline for assessing potential impacts according to the views from and to the proposed project.

3.2.15. Cumulative and Indirect Impacts

Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected and assessed relative to the proposed project. Growth in population and employment will be assessed using census and other available demographic information.

3.2.16. Acquisitions and Relocations

Calculate the number of full and partial property acquisitions and the number of businesses and residents that need to be relocated (if needed).

3.2.17. Define Area of Impact

Development of the area of impact using the potential construction limits determined within the 30 Percent Design.

3.3. Environmental Assessment (EA) Preparation

This task encompasses the preparation of the EA documentation. CONSULTANT will author, edit, and revise the document per direction from the RTC, NDOT, FHWA, and resource agencies. The following iterations of the EA document are included:

1. Administrative Draft – RTC and NDOT review
2. Preliminary EA – RTC, NDOT and FHWA review
3. Approved EA – Public review

CONSULTANT will prepare a quality, concise, and user-friendly EA document, consistent with FHWA's Improving Quality Environmental Documentation Initiative. CONSULTANT will respond to and incorporate substantive public and agency comments received during scoping.

CONSULTANT will prepare electronic copies of the EA for the draft reviews and fifteen (15) copies for the published EA. .DF electronic files will be provided to the RTC to post to their website.

3.3.1. NEPA Scoping

Prepare Intent to Study letter, and up to three (3) agency-specific cooperating or participating agency letters to resource agencies; project limits and study area will be established by the RTC, NDOT, and FHWA guidelines.

3.3.2. Prepare Purpose and Need

The purpose and need will utilize existing demographic, traffic, and economic data to support the need for improved operations, safety, capacity, and local access. Logical termini and independent utility will also be documented

3.3.3. Prepare the Description of Alternatives

Prepare the Description of Alternatives, including evaluation criteria and screening process

used during the Phase 1 and Phase 2 Alternatives Analysis, other alternatives considered but not advanced, and selection and description of the Preferred Alternative.

3.4. Decision Document (Finding of No Significant Impact (FONSI))

This task encompasses the preparation of the FHWA decision document and the request for FONSI. The CONSULTANT will author, edit, and revise the document per direction from the RTC, NDOT, and FHWA. The following iterations of the decision document are included:

1. Administrative Draft –RTC and NDOT review
2. Revised Administrative Draft – RTC, NDOT, and FHWA review
3. Final

Comments received during public review of the EA will be documented and responses will be provided in the FONSI.

CONSULTANT will prepare electronic copies of the FONSI for the draft reviews and five (5) copies for the published FONSI. PDF electronic files will be provided to the RTC for publication on their website.

Deliverables for NEPA compliance is as follows:

- Intent-to-Study Letter
- PowerPoint Presentation and Updates for Public Information Meetings
- Public Notices for Public Information Meetings
- Responses to Comments from Public Information Meetings
- NEPA Technical Reports (draft and final)
- NEPA Environmental Assessment (drafts and final)
- Public Hearing Notice, Presentation Materials and Handouts
- NEPA Decision Document (FONSI) (draft and final)
- Schedule and Updates (as needed)

3.5. US Army Corps of Engineers (USACE) Permitting and Coordination (OPTIONAL)

This task encompasses preparation of application materials and coordination needed to obtain a permit from the USACE to disturb WOTUS. It is assumed that the project will proceed under an Individual Permit for the Project, representing the worst-case scenario. CONSULTANT will coordinate with the Nevada Department of Environmental Protection (NDEP) Water Quality Section and the USACE as appropriate regarding permitting requirements under Sections 401 and 404 of the Clean Water Act. This scope of work does not include the development of a detailed compensatory mitigation plan, work to complete a Section 408 clearance, nor other NDEP permitting requirements (e.g., Working in Waterways, Temporary Discharge Permits, or Construction Stormwater permitting).

Should the aquatic resources delineation survey and report find that any aquatic resources located within the project area are not federally jurisdictional, this scope would cover the submission of an approved jurisdictional determination to the USACE for their concurrence of

these findings. If the USACE were to concur with these findings, then no permits would be required under Sections 401 or 404 of the Clean Water Act.

CONSULTANT will perform field surveys to identify and qualify all aquatic resources within the study area that could be affected by the project and prepare reports, plans, and graphics for submittal to the USACE. This report is required to support either an approved jurisdictional determination or any permit request from the USACE.

Deliverables – Aquatic Resources Delineation Report

3.5.1. Pre-Application Meeting the USACE and NDEP

If the results of the Aquatic Resources Delineation Report conclude that permits under Sections 401 and 404 of the Clean Water Act are required to impact aquatic resources within the project area then, CONSULTANT will initiate a pre-permitting meeting with the USACE Sacramento District, NDEP Water Quality Section and RTC to identify the appropriate Section 404 permitting for the project with consideration for the most rapid and cost-effective permitting strategy.

Deliverables - USACE and NDEP Pre-permitting materials and meeting minutes

3.5.2. Individual Permit (IP) Application and Associated 401 Water Quality Certification

The CONSULTANT will prepare documentation in support of the IP application and use that information to reduce the effort needed to develop the IP. The completed ENG Form 4345 will be drafted as needed to meet the requirements of the IP including the following content:

- Project description
- Project purpose and need
- Reason, type, and amount of discharge associated with the resource impact
- Description of avoidance and minimization of impacts including a discussion of alternatives considered or LEDPA Analysis Memorandum documenting analysis under Section 404(b)(1) requirements
- Contact info for all adjacent landowners for the USACE to complete a public interest review
- Summary of other Federal, State, and Local agency coordination including studies performed and/or clearances obtained
- Supporting figures and impact drawings

The Cultural Resources Report and any corresponding SHPO consultation (Section 3.2.10) and the Biological Resources Report (Section 3.2.3) will be needed as part of the application package submitted to the USACE.

As the USACE cannot issue any type of permit without the corresponding NDEP 401 Water Quality Certification (WQC) being issued, the CONSULTANT will prepare documentation in support of this permit application to the NDEP Water Quality Section. The processing time of this permit authorization occurs over three phases:

- 1) Pre-filing meeting request followed by the minimum 30-day waiting period before an

application can be submitted.

2) NDEP typically has 60-90 days to issue or waive the 401 WQC from the date the complete application is submitted depending on the USACE permit type being sought, however the specific timeframe is set by the USACE as the reasonable period time for the NDEP to make the certification decision.

3) Following receipt of this permit from the NDEP, the USACE must complete a post-certification process with the US Environmental Protection Agency (USEPA) before issuing a permit decision. Post-certification process between the USACE and USEPA can take up to 30 days unless there is a finding that the project may affect a neighboring jurisdiction, in which case this process can take up to 120 days.

It is anticipated that phase 3 above will fall into the 30 day timeframe for this project, based on proximity to neighboring jurisdictions.

CONSULTANT will serve as the permitting agent during the 404 and 401 processes and will be available for up to four (4) conference calls and one in-person meeting with stakeholders and regulatory agencies as needed.

CONSULTANT will complete a draft permit application for review by the USACE and NDEP for their respective permits. One (1) round of comments from the RTC and City of Sparks will be addressed for completion of a final version to be submitted to the USACE and NDEP respectively. Once received by the USACE and NDEP, CONSULTANT will provide up to 40 hours of agency coordination and support.

Deliverables - Draft and final each, Individual Permit Application and 401 WQC.

4. INVESTIGATION OF EXISTING CONDITIONS

4.1. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions during a one (1) day site visit.

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 multi-modal improvements. CONSULTANT will review other field conditions including new alignment area.

CONSULTANT will perform up to ten (10) field visits throughout Tasks 4 through Task 9, Preliminary Studies, Preliminary Design, and Final Design to determine and/or confirm design decisions.

4.2. Geotechnical Investigation

4.2.1. Literature Review

Prior to initiating the field exploration, CONSULTANT will review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site. Additionally, CONSULTANT will review geotechnical investigation reports and subsurface exploratory data at or near the site, available within our internal geotechnical library. Review will include the 2019 Black Eagle Consulting preliminary geotechnical investigation work that was conducted for the project. It should be noted that RTC modified the Flexible Pavement Design Guidelines requiring additional borings to be conducted.

4.2.2. Field Exploration

Permitting and Traffic Control

It is anticipated encroachment permits from the City of Reno and Washoe County will be required for this work and the permit fees will be waived.

Any work located in the existing roadway will require a traffic control plan. Traffic control is anticipated to include single lane closure with flaggers. Field work will be performed during normal business hours (Monday through Friday, 6AM to 7PM).

Where groundwater is encountered, borings and CPTs will be backfilled with bentonite chips or cement grout. Where groundwater is not encountered, borings and CPTs will be backfilled with soil cuttings, gravel, bentonite chips, or concrete. Where located within the existing roadway, borings and CPTs will be capped using a high strength concrete patch or Aquaphalt. Excess cuttings resulting from the drilled borings and will be hauled off site.

Prior to initiating the subsurface exploration, CONSULTANT will contact USA North to determine the location of existing utilities. CONSULTANT will take standard precautions to lower the risk of damaging underground structures. CONSULTANT will take every precaution to lower the risk of damaging underground structures; however, if insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the RTC.

CONSULTANT will coordinate with SHPO and BLM on locations of boring and test pits. CONSULTANT will prepare and submit appropriate permit requests and provide necessary information for permit processing. Permits for boring and test pits must be received prior to any work commencing.

Exploratory Borings

Table 1 provides a summary of each mobilization and the expected drill dates. Consistent with previous projects with similar complexities and the Black Eagle Consulting Preliminary Geotechnical Investigation, CONSULTANT is proposing borings at 300-foot intervals.

Table 1: Preliminary Exploratory Borings Mobilization Summary					
Purpose	Drill Rig Type	Location	Estimated Drill Date	Number of Borings	Depth
Roadway Rehabilitation, Embankment Settlement,	Truck Drill Rig	Existing roadway	Fall to Winter 2023	36	5 to 60 feet

Embankment Slope Stability					
Embankment Settlement, Embankment Slope Stability	Track Drill Rig	Unpaved areas (non-BLM)	Fall to Winter 2023	26	10 to 100 feet
Embankment Settlement, Embankment Slope Stability	Track Drill Rig	BLM areas	Winter 2023 to 2024 (depending on permitting)	9	10 to 30 feet

NOTES:

1. Listed depths are target depths. Borings will be drilled to target depth or practical refusal, whichever comes first.

Borings will be drilled to depths of 5 to 100 feet below the existing ground surface or to practical refusal (whichever comes first). Soil sample intervals will generally be at 2.5 to 5-foot intervals. Bulk soil samples will be collected of the near surface soil cuttings for pavement structural section design. If encountered, groundwater measurements will be recorded.

A field representative will log soil encountered in the test borings and visually classify soil in general accordance with the Unified Soils Classification System. Samples of the underlying soil will be collected and brought back to our laboratory for testing.

All explorations, completed by exploratory borings, will follow AASHTO guidelines and 2021 RTC Structural Design Guide for Flexible Pavement.

Roadway Borings

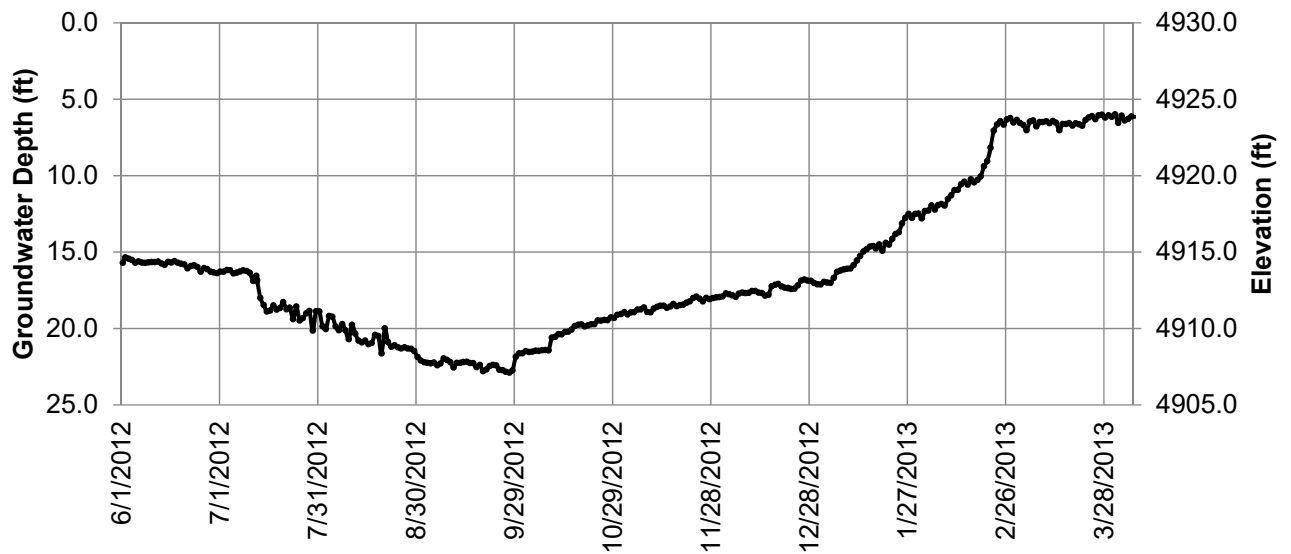
For borings in the existing roadway, the intent of the exploration is to:

- Measure the thickness of the existing roadway structural section (includes thickness of asphalt concrete pavement, aggregate base, and/or subbase if present).
- Collect bulk samples and/or drive samples of underlying aggregate base and subgrade soils for laboratory testing. In order to collect sufficient material to perform the laboratory testing required per *2021 Structural Design Guide for Flexible Pavement Section 5.2.d*, approximately 200 pounds of material will be sampled from each boring location. Due to the amount of material obtained, backfill material for each boring will be required and will consist of excess soil cuttings, crushed gravel, or dry bags of concrete mix.

Borings will be capped with 6-inches of concrete or Aquaphalt.

Monitoring Wells

Up to four (4) borings along the realigned Lemmon Drive alignment will be installed in private land. These monitoring wells will be instrumented with continuous recording devices and will be downloaded by CONSULTANT on a monthly basis. This data will provide accurate and thorough information on groundwater fluctuations throughout the duration they are installed. Below is an example of the data that would be provided.



This information can be used by the geotechnical design team, constructability review team, and by contractors during bidding.

It should be noted that in accordance with NAC 534.4353, prior to installing the monitoring well, the monitoring well owner (i.e., where the monitoring well is located) is required to sign an affidavit of responsibility for plugging (i.e., abandoning) the well. It is assumed that abandonment of these wells will be included in the Contractor's scope of work and is not part of the CONSULTANT'S scope.

Field Vane Shear Testing

In order to obtain accurate insitu soil strength of the underlying clay layers beneath the proposed embankment, field vane shear testing will be performed at select depths. Slope stability of the proposed embankment is related to the height of the proposed embankment, the strength of this material, and the strength of the foundation soil (e.g., native clays). This provides a field measurement of the soil strength of the clay material.

Cone Penetrometer Testing (CPT)

The Cone Penetration Test (CPT) is a reliable in-situ index test used for assessing the penetration resistance of soil profiles. This test does not collect soil samples but provides a continuous data log of the soil's cone penetration resistance. This data received in this test procedure will be used in conjunction with the boring logs to determine an accurate soil profile along the alignment. During the CPT, a pore water pressure dissipation test will be performed at one location per sounding. This testing further refines groundwater levels.

A total of thirteen (13) Cone Penetrometer Test (CPT) soundings are proposed to further assess the soil profile along the new alignment. CPT probes will be advanced to depths of up to 60 feet below ground surface or to practical refusal, whichever comes first.

Asphalt Cores

To accurately define the thickness of the existing structural section, prior to boring, pavement

cores will be collected by CONSULTANT at each boring location in the existing roadway. Pavement cores will be collected using the mobilized drill rig. CONSULTANT field technician will photograph the pavement core.

Test Pits

Approximately thirty (30) test pits are proposed for the exploration of the volumetric mitigation area. Test pits will be excavated by CONSULTANT using a backhoe to depths of 8 feet below ground surface, to practical refusal, or groundwater elevation, whichever comes first. Test pits will be backfilled using the excavated spoils and tamped into place using the equipment at hand.

CONSULTANT geotechnical personnel will log the geotechnical profile encountered during the subsurface exploration. If encountered, groundwater elevation relative to the existing grade of the test pit excavation will be measured. Representative samples will be returned to our laboratory for testing.

Test pit samples from the volumetric mitigation area will be tested in accordance the *RTC 2021 Structural Design Guide for Flexible Pavement* and for lime-soil mix design. To reuse the clayey soil as embankment fill, it will require lime treating to retard the plasticity, reduce the shrink/swell potential, stabilize the soil, and create a robust embankment.

Geophysical Measurements

Supplemental geophysical measurements will be performed by the CONSULTANT at the site to provide generalized subsurface soil characterization data to determine the seismic Site Classification in accordance with the 2018 International Building Code and ASCE 7-16. Two (2) geophysical field measurements using ReMi will be performed at the proposed culvert locations in general accordance with the method described by Louie (2001). The ReMi method provides an effective and efficient means to obtain basic subsurface profile information on an essentially continuous basis across the explored location.

4.2.3. Laboratory Testing

The purpose of the laboratory testing program will be to evaluate the engineering and mechanical properties of soil samples collected in the field. The CONSULTANT laboratory testing program is anticipated to consist of the following:

- Representative samples of each significant soil type will be tested in CONSULTANT'S laboratory for index properties, such as moisture content, unit weight, grain size distribution, and plasticity.
- Consolidation testing and soil strength testing (e.g., direct shear, triaxial shear, unconfined compression) will be performed on numerous samples to define settlement and strength characteristics for settlement and slope stability analyses.
- Representative samples of subgrade soil (below existing portions of Lemmon Drive to be rehabilitated or widened and below portions of the proposed realigned Lemmon Drive) will be tested in the laboratory as to index and mechanical properties in accordance with the *2021 Structural Design Guide for Flexible Pavement*. In accordance with the *2021 Structural Design Guide for Flexible Pavement Section 5.2.d*, in order to calculate resilient modulus at subgrade locations, CONSULTANT will perform:

- 2 to 3 R-value tests, depending on R-value variability (ASTM D2844)
- 1 Sieve Analysis (ASTM D6913)
- 1 Plasticity Index (ASTM D4318)
- 1 Moisture Density Relationship (ASTM D1557)
- Lime-soil mix design will be completed on approximately 15 samples in the volumetric mitigation area. Development of the design for each sample will include:
 - One (1) Atterberg Limits (PI, PL, LL) before the addition of lime;
 - Plasticity indices using three (3) different lime contents to determine optimal lime content;
 - One (1) Moisture Density Relationship Curve with optimal lime content;
 - Two (2) R-Value with optimal lime content (required per *2021 Structural Design Guide for Flexible Pavement*); and
 - Three (3) unconfined compressive strength tests with three (3) different lime content.

4.2.4. Geotechnical Investigation Report

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a Geotechnical and Pavement Investigation report will be completed for the project by the CONSULTANT 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;
- Laboratory test results;
- Subgrade soil design resilient moduli;
- Geotechnical design and construction recommendations including:
 - Recommendations related to the embankment, including clearing, grubbing, site preparation, structural fill recommendations, and estimated settlement amounts and settlement duration;
 - Slope stability of proposed embankment;
 - Laboratory mix designs from volumetric mitigation soil to determine required lime content for embankment material;
 - Lateral earth pressures for culvert design; and
 - Foundation recommendations for culvert construction.
- Pavement design in general accordance with the *2021 Structural Design Guide for Flexible Pavement (Dated November 2022)* and construction recommendations including:
 - Discussion of options for:
 - Mill and overlay (existing Lemmon Drive and tie-in transition segments)

- Reconstruction with roadbed modification/lime treatment and asphalt concrete pavement for existing Lemmon Drive areas on north and south ends of project
 - Virgin pavement section for realigned Lemmon Drive and widening existing Lemmon Drive areas on north and south ends of project
- Design and construction recommendations for selected pavement alternative;
- We assume CA Group will provide all necessary traffic information (e.g., anticipated traffic volumes, truck percentages, anticipated future growth, etc.) for pavement design.
- Construction Recommendations including:
 - Site preparation and grading recommendations;
 - Generalized dewatering recommendations, if warranted, based on existing groundwater levels.
 - Subgrade instability;
 - Mitigating clay-related shrink/swell beneath asphalt multi-use path and pavement sections;
 - Constructing in shallow groundwater;
 - Corrosion potential to concrete of site soils;
 - Anticipated construction difficulties.

Deliverables – Draft and Final Preliminary Design Geotechnical Investigation Reports

4.3. Topographic Survey

Topographic mapping and boundary will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. Aerial mapping will include full length right-of-way corridor and/or proposed r/w corridor to extend 250 feet each side of right-of-way and end of project and 600 feet beyond linear project limits at each intersection.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves, boxes and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments; location of underground utility carsonite markers (if any); and any other key existing features. Field survey will include up to one-hundred (100) right-of-way centerline monuments, boundary corners, section corners, and applicable public land survey monuments within the project limits.

CONSULTANT will perform minor supplemental field survey as necessary as design

progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; MicroStation V8i .dgn file with topographic linework, InRoads existing ground .dtm including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; 1-foot existing ground contour intervals at a scale of 1" = 20' for 200 feet beyond the existing centerline and 500 feet to 1,000 feet beyond each of the project limit interchange and intersection returns.

4.4. Right-of-Way Mapping

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps that identify road rights-of-way and boundary lines.

Field surveys and office support to locate sufficient property corners, public land survey monuments to verify existing right-of-way of portion of Lemmon Drive where no surveys have been performed and portion of parcel for new alignment. Prepare Record of Survey for new right-of-way alignment along with legal descriptions for right-of-way acquisition. Monument new right of way.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering services included in Task 9. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Record Right-of-Way in Electronic CADD Format

4.5. Subsurface Utilities

Utilities within the project area will be located and assessed for possible conflict with the proposed project.

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, 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.

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project and prepare the initial notification for placement on RTC letterhead and for RTC signature. CONSULTANT will distribute to the utility agencies on the list and 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 coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents if provided by the affected utility agency in a timely manner that meets the CONSULTANT design schedule. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of Subsurface Utilities on Design Plans, Subsurface Utility Inventory

4.6. Utility Potholing

Should insufficient information be available from existing records to determine if conflicts between the proposed work and existing utilities will occur, CONSULTANT shall request approval from the RTC to pothole a sufficient number of locations to make such a determination. CONSULTANT will hire a potholing subconsultant to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably effected by the project that are deemed to have potential conflicts with construction. This is estimated up to a total of thirty (30) potholes will be conducted to locate facilities within the project limits.

5. PRELIMINARY STUDIES

5.1. Data Collection

CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Project limits from the RTC, the City of Reno, and Washoe County if available.

5.2. Design Criteria

CONSULTANT will develop design criteria for the project and will establish guidance based on:

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- City of Reno Standard Details
- Washoe County Standard Details
- NDOT Standards Plans for Road and Bridge Construction, 2022

- TRB Access Management Manual, Second Edition

CONSULTANT will prepare draft-design criteria with a summarized listing of the governing standards and references, for review by the RTC, City of Reno, and Washoe County for review and approval. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Deliverables – Draft and Final Design Criteria Memorandums

5.3. Traffic Analysis

5.3.1. Data Collection

The CONSULTANT will provide existing (2023) AM and PM peak hour turning movement counts at the project intersections. Intersections along Lemmon Drive for traffic counts include:

- Fleetwood Drive
- Patrician Drive
- Palace Drive

In addition, 24-hour counts will be conducted for mainline Lemmon Drive south and north of Deodar Way.

5.3.2. Traffic Forecasting and Intersection Analysis

CONSULTANT will develop a forecast based from the RTC 2050 TransCAD model for each intersection identified in Section 5.3.1 along with mainline Lemmon Drive for the segments south of Deodar Way and north of Deodar.

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 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 RTC and/or City of Reno and Washoe County traffic records. Additionally, CONSULTANT will provide 2050 forecasted traffic volumes for mainline Lemmon Drive north and south of Deodar Way utilizing existing counts and RTC provided 2030 and 2050 traffic forecast output from the RTC Regional Traffic Model. CONSULTANT will also provide 2030 and 2050 forecasts to determine traffic operations at Patrician Drive/Lemmon Drive, and Palace Drive/Lemmon Drive intersections.

CONSULTANT will review adjacent significant development traffic impact analysis from City of Reno or Washoe County, as provided by and requested by RTC, for adherence and forecasts assumptions for the Lemmon Drive Phase 2 project.

5.3.3. Signal Warrant Analysis

CONSULTANT will conduct signal warrant analysis per MUTCD requirement for the intersections along Lemmon Drive at Fleetwood Drive, Patrician Drive, and Palace Drive. CONSULTANT will prepare a Technical Memo discussing the warrant analysis and address each warrant discussed in the MUTCD requirements.

5.4. Safety Assessment

CONSULTANT will review the latest 3 years of crash data provided by NDOT. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

5.5. Multimodal Connectivity Assessment

CONSULTANT shall review the corridor to identify multi-modal connectivity through corridors include pedestrian, bicycle, and transit modes. CONSULTANT shall identify the entire absence or gaps within these modes for consideration by the RTC for potential improvements.

6. PRELIMINARY DESIGN

6.1. Drainage Analysis

CONSULTANT will prepare a drainage analysis to determine the impacts associated with the changes to or addition of travel lanes, curb and gutter, sidewalk, and any raised medians within the Project limits. Existing drainage conditions will be reviewed using site visits and Washoe County's HEC-HMS offsite hydrologic model. The drainage analysis will generally consist of an onsite roadway analysis, local offsite analysis, and volumetric mitigation analysis. The volumetric mitigation analysis will include fill placed in the revised floodplain and added imperious area and will be mitigated at the standard 1.3:1 ratio.

The April 30, 2009 version of the Truckee Meadows Regional Drainage Manual (TMRDM) will be used to guide the onsite analysis and drainage design. Lemmon Drive will be considered an arterial with right-of-way greater than 80 feet per the 30% analysis already performed. The Rational Formula will be used to calculate on-site runoff for the 5-year and 100-year, minor and major storm events respectively. HEC-22 methodology will be used to evaluate drainage inlet interception, bypass, flow depth, and flow spread. Any areas of design exception will be summarized and discussed within the drainage report.

An analysis of local offsite drainage will be performed to address drainage conditions at the Project limits and at the edge of right-of-way. The County's HEC-HMS model will be reviewed and used to identify areas of concern.

Much of the project improvements fall within Federal Emergency Management Agency's (FEMA's) Special Flood Hazard Area (SFHA) associated with Swan Lake. The SFHA is designated as a Zone AE throughout the Project limits with a water surface elevation of 4924.0. Washoe County's ongoing analysis of the area indicates that the 100-year water surface elevation is 4,924.7. The project will use this updated water surface elevation from the County for design and analysis. Because this elevation is above the existing FEMA water surface elevation and because the roadway prism (with mitigation) will not change the water surface elevation or inundation limits, a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) submittal to FEMA is assumed not to be needed. CONSULTANT will work with the County floodplain administrator and confirm that assumption throughout the

design. CONSULTANT assumes the following for this task:

- Drainage calculations performed as part of the preliminary design for the project will be made available.
- Washoe County’s HEC-HMS model used in the preliminary design of the project will be made available to the design team and will be useable for final design.
- No significant hydrologic or hydraulic improvements will be necessary outside the project limits.

6.1.1. Draft Technical Drainage Report

A Draft Technical Drainage Report will be prepared to summarize the results of the on-site and off-site analysis performed for the 60 Percent Design. The report will summarize the criteria and guidelines used in the analyses, the anticipated performance of the drainage facilities within the project design, conformance with criteria, and any noted design criteria exception areas. The draft report will discuss the water surface elevation and inundation limits of Swan Lake and show no increases with implemented mitigation.

Deliverables – Draft Technical Drainage Report (60 Percent Design)

6.2. Structural Design

CONSULTANT will advance the design retaining walls, noise walls, and culverts in conjunction with other disciplines and incorporating input from the RTC, the City of Reno, Washoe County and NDOT.

CONSULTANT will provide preliminary structural design for the following:

- Noise walls (estimated 5000 linear feet)
- Two (2) barrel equalization culverts are proposed to convey flood water away from the proposed roadway at approximately “LM” Station 195+25 and “LM” Station 263+00.
- 200 feet of retaining wall

6.2.1. 60 Percent Design

CONSULTANT will develop retaining wall plans, noise wall plans, floodwall plans (if needed), and culverts plans to a 60 Percent Design level of completion. At 60 Percent Design, retaining walls, noise walls, bridge widening, floodwalls and culverts plans will present enough information to define overall dimensions and ties to other discipline improvements.

Reinforcing steel details may not be shown at this stage.

6.3. Lighting and Electrical Design

Electrical design will include any required new street and intersection lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for lighting. Proposed street lighting will include

intersection locations only.

6.4. ITS Design

ITS design will include infrastructure along Lemmon Drive for connectivity to the City of Reno and Washoe County ITS system. Within the project limits, the following components will be included:

- 4-inch and 3-inch conduit along one side of the road
- 72 strand fiber optic backbone
- P30 pull boxes (or double-stacked No. 7 pull boxes) every 1000 feet
- Type 200 vaults (or No. 9 pull boxes) and Close Circuit Television (CCTV) cameras for remote intersection monitoring at signalized intersections

ITS design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for ITS.

6.5. Landscape and Aesthetics

CONSULTANT will prepare alternative landscape and aesthetics concepts for the project. Prior to the 60 Percent Design stage CONSULTANT will organize a landscape and aesthetics specific workshop to be held with the RTC, the City of Reno, Washoe County and other stakeholders as directed at the RTC's discretion to present and receive feedback on alternatives and select a preferred alternative. Generally, the process will include:

- Develop up to three (3) alternative concepts
- Present the process followed and the three concepts developed at a landscape and aesthetics specific workshop with the RTC, the City of Reno, Washoe County and other stakeholders as directed at the RTC
- Refine a preferred alternative, incorporating agency feedback
- Present the preferred alternative at one public information meeting

CONSULTANT will provide graphic displays and conceptual plans of the alternative concepts and preferred alternative. The alternative concepts will draw from existing themes and environment and expand on the RTC's, City of Reno, and Washoe County's vision for the corridor. It is anticipated that the concepts may be similar in theme but vary in the application of treatments between hardscape and landscape, and between locations.

Landscape and design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for Landscape.

6.6. 30 Percent Refined Design

CONSULTANT will work with RTC, City of Reno, and Washoe County to review and identify potential refinements and enhancements to the 30 Percent Preliminary design dated August 2022. Incorporating these improvements CONSULTANT will prepare a 30 Percent Design submittal for widening Lemmon Drive Phase 2. Roadway plans will be designed in accordance with design criteria developed in Task 5.2. CONSULTANT will prepare a list of the exceptions (if any) identifying station limits, standards, and potential mitigations.

6.7. 30 Percent Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book. Technical Provisions will not be prepared for the 30 Percent Design.

6.8. 60 Percent Design

Incorporating agency comments from the previously conducted 30 Percent Design review, CONSULTANT will advance the design and prepare 60 Percent Design plans, a corresponding 60 Percent Design preliminary engineer's estimate, and an outline of the 60 Percent Design technical specifications.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 60 Percent Design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (3)

Typical Section Sheets (4)

- Proposed improvement typical sections
- Minimum and maximum roadway widths
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed bridge and retaining wall locations
- Removal limits
- Pavement section depths

Survey Control Sheets (15)

- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Right-of-Way Sheets (15)

- Existing right-of way-limits

Removals (15)

- Removal Limits, including existing roadway, signs, drainage, etc.

Roadway Plan Sheets (46)

- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Roadway Profile Sheets (46 – Combined with Roadway Plan Sheet)

- Profile view stacked window layout
- Vertical grade and curve data

Multiuse Path Profile Sheets (15)

- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Utility Sheets (46)

- Existing Utilities and Proposed Utility adjustments/relocations

Drainage Plan and Profile Sheets (50)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval
- Volumetric Mitigation Grading Sheets (10)
- Preliminary plan view of proposed grading needed for volumetric mitigation

Signing and Striping Sheets (18)

- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Approximately 225 Sheets Total.

Exclusions from the 60 Percent Design:

- Geometric Control and Grading Sheets will not be prepared
- Drainage Detail Sheets will not be prepared
- Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Lighting Sheets will not be prepared
- Signal, Traffic Signal Interconnect, and ITS Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Cross sections will not be prepared

6.9. 60 Percent Cost Estimate and Technical Specification Outline

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book.

CONSULTANT will prepare 60 Percent Design technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

6.10. 60 Percent Design Submittal

CONSULTANT will submit the 60 Percent Design as summarized:

RTC:

- 3 copies 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy of the Technical Specifications outline
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 flash drives with 22" x 34" .pdf of 60 Percent Design plans; Engineer's estimate; Technical Specifications outline; full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 2 copies 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy of the Technical Specifications outline
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 60 Percent Design plans; Engineer's estimate; Technical Specifications outline; full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 2 copies 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy of the Technical Specifications outline
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 60 Percent Design plans; Engineer's estimate; Technical Specifications outline; full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 60 Percent Design plans

- 1 copy of the Technical Specifications outline
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

6.11. 60 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 60 Percent Design. CONSULTANT will consolidate and provide responses to the 60 Percent Design plan review comments with the 90 Percent Design deliverables.

7. FINAL DESIGN

7.1. Drainage Analysis

CONSULTANT will advance the drainage analysis design in conjunction with other disciplines and incorporating input from the RTC, the City of Reno, and Washoe County.

7.1.1. 90 Percent Technical Drainage Report

A Technical Drainage Report will be prepared and submitted with the 90 Percent Design. This report will address 60 Percent comments and document responses. At this stage, it is assumed that all major drainage components will have been identified and detailed in the design plans. At this stage, with the concurrence of the City of Reno and Washoe County, the decision on whether a CLOMR submittal is needed will be confirmed.

Deliverables –Technical Drainage Report (90 Percent Design)

7.1.2. Final Technical Drainage Report

A Final Technical Drainage Report will be prepared for the 100 Percent Design/Final Design submittal of the design plans. It is anticipated that this submittal will only be necessary to clarify minor changes to the analyses or results and that no significant drainage improvements will be added or changed between the 90 Percent Design and 100 Percent/Final Design submittals.

Deliverables –Final Technical Drainage Report (100 Percent Design)

7.2. Structural Design

CONSULTANT will advance the design of retaining walls, noise wall, flood walls, and culverts in conjunction with other disciplines and incorporating input from the RTC, the City of Reno and NDOT.

CONSULTANT will provide final structural design for the following:

- Noise walls (estimated 5000 linear feet)
- Two (2) barrel equalization culverts are proposed to convey flood water away from the proposed roadway at approximately “LM” Station 195+25 and “LM” Station 263+00.
- 200 feet of retaining wall

7.2.1. 90 Percent Design, 100 Percent Design, and Final Design

For the 90 Percent Design submittal, CONSULTANT will respond to and incorporate comments from the 60 Percent Design submittal and develop final retaining wall plans, noise wall plans, flood wall plans, and culverts plans. Bill of material sheets will not be prepared for walls, bridges, and culverts. Rather, quantities will be summarized in tables incorporated into selected detail sheets.

For the 100 Percent Design submittal, CONSULTANT will respond to and incorporate RTC, City of Reno, and Washoe County comments from the 90 Percent Design submittal, and advance the structure plans, quantities, and cost estimates in preparation for construction.

For the Final Design submittal, structure plans and technical provisions will be finalized for construction.

7.3. Lighting and Electrical, ITS, Landscape and Aesthetics Design

CONSULTANT will advance these miscellaneous designs to 90 Percent Design, 100 Percent Design, and Final Design in conjunction with other disciplines and incorporating input from the RTC, the City of Reno and Washoe County.

7.4. 90 Percent Design

Incorporating agency comments from the 60 Percent Design review, CONSULTANT will advance the design and prepare 90 Percent Design plans, a corresponding 90 Percent preliminary engineer's estimate, and 90 Percent technical specifications.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 60 Percent Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90 Percent Design submittal.

Plan sheets included in the 60 Percent Design submittal will be advanced to the 90 Percent Design level of detail.

Sheets to be included are:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (3)

Typical Section Sheets (5)

- As-constructed and proposed improvement typical sections
- Minimum and maximum roadway widths
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed bridge and retaining wall locations
- Removal limits
- Pavement section depths

Survey Control/Right-of-Way Sheets (15)

- Existing right-of-way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Removals (15)

- Removal Limits, including existing roadway, signs, drainage, etc.

Roadway Plan Sheets (46)

- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits

Roadway Profile Sheets (46)

- Profile view stacked window layout
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Multiuse Path Profile Sheets (15)

- Profile view stacked window layout
- Vertical grade and curve data
- Superelevation Diagrams (if necessary)

Utility Sheets (46)

- Existing Utilities and Proposed Utility adjustments/relocations

Drainage Plan and Profile Sheets (50)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Volumetric Mitigation Grading Sheets (10)

- Plan view of proposed grading needed for volumetric mitigation

Signing and Striping Sheets (25)

- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Retaining Wall, Noise Wall, Culvert Sheets (15)

- Plan and Elevation
- Typical Sections
- Reinforcement Details

Additional sheets not included in Preliminary Design are:

- Geometric Control and Grading Sheets (25) - Geometric control and grading plan information for median islands, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Drainage Detail Sheets (15)
- Volumetric Mitigation Grading Sheets – additional detail (5)
- Signal and Traffic Signal Interconnect Sheets (2)
- ITS Sheets (30)
- Lighting and Electrical Sheets (30)
- Landscape and Aesthetic Sheets (20)
- Other Special Structural Features (5)
- Detail Sheets (25)

Approximately 400 Sheets Total.

Exclusions from the 90 Percent Design:

- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Cross sections will not be prepared

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 90 Percent Design.

7.5. 90 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional item as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

7.6. 90 Percent Design Submittal

CONSULTANT will submit the 90 Percent Design as summarized:

RTC:

- 3 copies 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 90 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 flash drives with 22" x 34" .pdf of 90 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 2 copies 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 90 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 2 copies 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 90 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 90 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 copy 11" x 17" 90 Percent Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

7.7. 90 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 90 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

7.8. 100 Percent Design

Incorporating agency comments from the 90 Percent Design review, CONSULTANT will advance the design and prepare 100 Percent Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100 Percent Design plans, specifications and engineer's estimate to RTC, City of Sparks, Washoe County, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

7.9. 100 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost and detailed technical specifications to the 100% design level.

7.10. 100 Percent Design Submittal

CONSULTANT will submit the 100 Percent Design as summarized:

RTC:

- 3 copies 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 100 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

City of Reno:

- 2 copies 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 90 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Washoe County:

- 2 copies 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 copy 90 Percent Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- 2 CDs with 22" x 34" .pdf of 100 Percent Design plans; Engineer's estimate; full version of Hydraulic Report; full version of Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

Utility Agencies:

- 1 copy 11" x 17" 100 Percent Design plans
- 1 copy of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses

For the 100 Percent Design submittal CONSULTANT will provide a full sized .pdf and a .pdf of the Technical Specifications to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit a 11" x 17" hard copy of the 100 Percent Design plans and 1 hard copy of the Technical Specifications to the RTC, City of Reno, and Washoe County.

7.11. 100 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC, City of Reno, and Washoe County staff to discuss the 100 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

7.12. Final Design

Once the agencies verify that all review comments have been addressed and no additional

changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

8. CLOMR AND LOMR SUBMITTALS (OPTIONAL)

Based on the anticipated impacts to the Swan Lake Base Flood Elevation and inundation limits, it is not anticipated that this project will require CLOMR and LOMR submittals.

CONSULTANT will work closely with the County floodplain administrator to gain their concurrence. However, if it is determined that a CLOMR and LOMR submittal is required, this task will be executed with the permission of the RTC Project Manager.

If this task is executed, a CLOMR submittal will be initiated for submittal to FEMA after the 90 Percent Design Comment Review Meeting. It is anticipated that the submittal may include minor changes to the Final Technical Drainage Report and that FEMA's MT-2 forms will be completed. Submittal and review fees are included with this scope of work and considered a project cost. It is anticipated that FEMA will take between six (6) to twelve (12) months to review and approve the CLOMR submittal. CONSULTANT may be required to supply additional information or coordinate with FEMA during this time to facilitate acceptance of the submittal.

This task assumes that if a CLOMR submittal is made to FEMA, FEMA's effective water surface elevation will be used for the documentation and that no change to the hydrology will be included. This water surface elevation will only be used for the CLOMR submittal and will not be used to change the design.

The LOMR submittal can be initiated following the finalization of record drawings. At this time CONSULTANT will again submit the MT-2 forms to FEMA for their review. The MT-2 forms will be updated to incorporate the record drawing information. It is anticipated that replacement of the design information with the record drawing information will not change the results of the CLOMR/LOMR submittal. Submittal and review fees are included with this scope of work and considered a project cost. It is anticipated that FEMA may take up to six (6) months to approve the LOMR submittal. CONSULTANT may be required to supply additional information or coordinate with FEMA during this time to facilitate acceptance of the submittal.

9. RIGHT-OF-WAY ACQUISITION

The CONSULTANT will perform all right-of-way engineering services to support the project including: obtaining and reviewing title reports for the affected ownerships along the proposed alignment, legal descriptions, calculating property boundaries, appraisals, acquisition, as well as developing schedules and budget estimates. All right-of-way activities shall be coordinated with RTC's property agent.

The CONSULTANT shall perform acquisition services including reviewing title search documents, right-of-way plans and legal descriptions, preparing offers of just compensation, coordinating review of offers with RTC's property agent prior to presenting offers of just compensation, negotiating the acquisition of needed right-of-way parcels, preparing administrative settlements, opening and monitoring escrow activities, as well as maintain appropriate diaries and documentation per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The followings tasks are included in this scope:

- Assisting with ROW acquisition planning
- Updating project cost estimates
- Acquiring title to real property in the name of the RTC, in form and substance acceptable to the RTC
- Preparing condemnation case information
- Recording deed transferring interests to local public agencies and utilities, as applicable
- Maintaining and providing complete and detailed records of all ROW activities performed
- Performing administrative activities and preparing all documentation sufficient to acquire the ROW
- Obtaining the RTC's review and approval of all ROW plans legal descriptions, title packages, appraisals, appraisal reviews, acquisition documentation, purchase prices, and closing procedures
- Gaining RTC approval of acquisition documents and just compensation from the RTC prior to commencing any negotiations with landowners
- Delivering all reports, correspondence, and documents relating to ROW acquisition to the RTC's property agent in electronic format and hard copy (if requested)
- Maintaining an electronic file, with accessibility upon request of the RTC's property agent
- Electronically transmitting to the RTC's property agent monthly status reports of all parcels and activities related to ROW
- Updating and modifying ROW cost estimates as the acquisition progresses

The CONSULTANT shall have an established quality control program that ensures accurate and complete documentation of the R/W Activities to be performed sufficient to demonstrate compliance with all state and federal regulations, statutes and policies including NDOT Right-of-Way Manual.

10.GRANT SUPPORT (Optional)

The RTC is the recipient of federal grant funding. The CONSULTANT will provide support in supporting grant reporting requirements and FHWA coordination through the NEPA and design process.

11.BIDDING SERVICES

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications

for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications.

12. ENGINEERING SERVICES DURING CONSTRUCTION (EDC)

As the Engineer of Record, the CONSULTANT shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The CONSULTANT will respond to Contractor inquiries through RTC requests. The CONSULTANT will prepare drawings and review change orders requested by the RTC. In addition, the CONSULTANT will make field visits, as necessary, to coordinate with the Construction Manger to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The CONSULTANT will periodically observe (up to 6 site visits) soil conditions encountered during excavations and drilling including at retaining wall footings over excavation locations and subgrade preparation, as required, for conformance to the project Plans and Specifications. The CONSULTANT will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.
- Construction Staking. The CONSULTANT shall provide construction staking as necessary for construction of the proposed improvements.
- Record Drawings. The CONSULTANT will take the Resident Engineer's notes on the contract plans and change orders and prepare Record Drawings in digital and hard copy format for the project to be submitted to the RTC, City of Reno, and Washoe County.

13. DESIGN CONTINGENCY

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 9. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 9, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

EXHIBIT B - COST PROPOSAL NEWPORT LANE REHABILITATION PROJECT

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: Lemmon Drive Phase 2 Resiliency Project
 Consultant Information: CA Group
 Project Manager: Amanda Callagari

Tasks		Billable Rate	\$300.00	\$210.00	\$260.00	\$210.00	\$160.00	\$120.00	\$170.00	\$240.00	\$100.00	\$100.00	\$85.00					
Name		Human Resources (Hours)																
Description		Chad Anson	Andrea Engelman	Paul Frost, Pete, Chuck	Hoang, Vinay, Dean, Arvid	Trevor, Anci	Rani	Steve Bird, Jim Ceragioli, Jamie	Areg	Alexa	Alyssa Young			Total Labor Hours	Loaded Labor Costs	CA Direct Costs	Subconsultant Hours	Subconsultant Costs
Task No.	Description	Project Manager	Environmental Lead	Design Lead	Sr. Engineer	Engineer	Engineering Intern	Sr. Designer	Sr. Environmental Planner	Environmental Planner	Technical Writer	Admin Asst.	Total Labor Hours	Loaded Labor Costs	CA Direct Costs	Subconsultant Hours	Subconsultant Costs	
1	Project Management																	
1.1	Team and Project Management	160											160	\$48,000		16	\$5,300	
1.2	Project Coordination and Meetings																	
1.2.1	Project Kickoff Meeting	4	4	2				2				4	16	\$3,240		4	\$850	
1.2.2	Project Management Team Meetings	88	56	44				44				88	320	\$64,560		96	\$21,360	
1.2.3	Internal Design Team Coordination Meetings	88	44	44	44	88	44	44					396	\$83,160		360	\$100,340	
1.2.4	Miscellaneous Coordination Meetings	108	54	72	36			18					288	\$73,080		168	\$37,800	
1.2.5	Resource Agency Monthly Meetings	24	72	12				6					114	\$26,460		54	\$13,830	
1.2.6	Utility Coordination Monthly Meetings	20		20				20					60	\$14,600		48	\$10,110	
1.3	Project Management Plan (PMP)	8											8	\$2,400		0	\$0	
1.4	Quality Management Plan (QMP)				8								8	\$1,680		0	\$0	
1.5	Design and NEPA Schedule	20	4	4									28	\$7,880		24	\$5,910	
1.6	Constructability Reviews and Construction Schedules			80									80	\$20,800		0	\$0	
1.7	Cost Risk Assessment (CRA)	80	16	16				16			40		168	\$38,240	\$1,500	32	\$6,800	
	Hours Subtotal:	600	250	294	88	88	44	150	0	0	40	92	1646			802		
	Cost Subtotal:	\$180,000.00	\$52,500.00	\$76,440.00	\$18,480.00	\$14,080.00	\$5,280.00	\$25,500.00	\$0.00	\$0.00	\$4,000.00	\$7,820.00		\$384,100.00	\$1,500.00		\$202,300	
2	Public and Agency Involvement																	
2.1	Public Outreach and Involvement Plan	1	4										5	\$1,140		30	\$4,500	
2.2	Stakeholder Database	4	8										12	\$2,880		20	\$3,000	
2.3	Website and Digital Outreach		24										24	\$5,040		60	\$9,000	
2.4	Stakeholder Meetings	24	36	12									72	\$17,880		400	\$75,000	
2.5	Project Briefings	32	24								8		64	\$15,440		40	\$6,000	
2.6	Collateral Materials	2	24										26	\$5,640		50	\$7,500	
2.7	NEPA Public Outreach Requirements																	
2.7.1	Public and Resource Agency Scoping Meetings	36	60	12									108	\$26,520	\$3,000	24	\$7,370	
2.8	Groundbreaking Event	4		2				2					8	\$2,060		44	\$11,850	
	Hours Subtotal:	103	180	26	0	0	0	2	0	0	8	0	319			668		
	Cost Subtotal:	\$30,900.00	\$37,800.00	\$6,760.00	\$0.00	\$0.00	\$0.00	\$340.00	\$0.00	\$0.00	\$800.00	\$0.00		\$76,600.00	\$3,000.00		\$124,220	
3	Environmental and Permitting																	
3.1	NEPA Coordination	80	180										340	\$69,800	\$10,000	48	\$11,900	
3.2	NEPA Data Collection, Field Investigation and Resource Analysis																	
3.2.1	Air Quality		12										12	\$2,520		106	\$19,160	
3.2.2	Traffic		4										4	\$840		0	\$0	
3.2.3	Biological Resources and Threatened & Endangered/Sensitive Species		12										12	\$2,520		148	\$20,380	
3.2.4	Traffic Noise		16						289	100			405	\$82,720		0	\$0	
3.2.5	Wetlands and Waters of the US		8										8	\$1,680		12	\$17,080	
3.2.6	Energy Resources and Geology		4										4	\$840		48	\$7,040	
3.2.7	Floodplains and Water Resources		4										4	\$840		160	\$26,300	
3.2.8	Hazardous Materials		4										4	\$840		84	\$14,670	
3.2.9	Land Use		24						80	20			124	\$26,240		0	\$0	
3.2.10	Cultural Resources		8				24		120	24	20		196	\$37,760		0	\$16,440	
3.2.11	Parks and Recreation		12						40	8			60	\$12,920		0	\$0	
3.2.12	Section 4(f)		8						16	8			32	\$6,320		0	\$0	
3.2.13	Social and Economic Conditions, including Environmental Justice		24						80	20			124	\$26,240		0	\$0	
3.2.14	Visual Conditions		8										8	\$1,680		128	\$18,640	
3.2.15	Cumulative and Indirect Impacts		20						40	12			72	\$15,000		0	\$0	
3.2.16	Acquisitions and Relocations		8										8	\$1,680		166	\$27,120	
3.2.17	Define Area of Impact		8						8	8			24	\$4,400		4	\$1,040	
3.3	Environmental Assessment Preparation	8	300							280	80	120	788	\$111,600		4	\$1,040	
	Decision Document Preparation		140							120	20	80	360	\$50,200		0	\$0	
3.3.1	NEPA Scoping	4	36						36				76	\$17,400		4	\$1,040	
3.3.2	Prepare Purpose and Need		36						24		24		84	\$15,720		4	\$1,040	
3.3.3	Prepare the Description of Alternatives	8	24						24	24			80	\$15,600		4	\$1,040	
3.4	US Army Corps of Engineers (USACE) Permitting and Coordination		12										12	\$2,520		0	\$7,600	
3.4.1	Pre-permit Meeting with USACE and NDEP		12										12	\$2,520		0	\$2,480	
3.4.2	Individual Permit Application and Associated 401 Water Quality Certification		8										8	\$1,680		0	\$19,810	
	Hours Subtotal:	100	932	0	0	0	24	0	757	704	144	200	2861			920		
	Cost Subtotal:	\$30,000.00	\$195,720.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$0.00	\$181,680.00	\$70,400.00	\$14,400.00	\$17,000.00		\$512,080.00	\$10,000.00		\$213,820	

EXHIBIT B - COST PROPOSAL NEWPORT LANE REHABILITATION PROJECT
STANDARD COST PROPOSAL SPREADSHEET

Contract Information: Lemmon Drive Phase 2 Resiliency Project
 Consultant Information: CA Group
 Project Manager: Amanda Callagari

Tasks		Billable Rate	\$300.00	\$210.00	\$260.00	\$210.00	\$160.00	\$120.00	\$170.00	\$240.00	\$100.00	\$100.00	\$85.00					
Name		Human Resources (Hours)																
Task No.	Description	Chad Anson	Andrea Engelman	Paul Frost, Pete, Chuck	Hoang, Vinay, Dean, Arvid	Trevor, Anci	Rani	Steve Bird, Jim Ceragioli, Jamie	Areg	Alexa	Alyssa Young			Total Labor Hours	Loaded Labor Costs	CA Direct Costs	Subconsultant Hours	Subconsultant Costs
4	Investigation of Existing Conditions																	
4.1	Condition Survey	4		8		16	16	16					60	\$10,480		18	\$3,040	
4.2	Geotechnical Investigation												0	\$0		0	\$0	
4.2.1	Literature Review												0	\$0		0	\$372,107	
4.2.2	Field Exploration												0	\$0		0	\$166,585	
4.2.3	Laboratory Testing												0	\$0		0	\$202,415	
4.2.4	Geotechnical Investigation Report	4		8		4		4					20	\$4,600		0	\$18,000	
4.3	Topographic Survey			4		16		16					36	\$6,320		0	\$10,900	
4.4	Right-of-Way Mapping			2		4							6	\$1,160		0	\$36,040	
4.5	Subsurface Utilities	2		8		24		24					58	\$10,600	\$61,872	244	\$36,040	
4.6	Utility Potholing	1		4		16		8		16			45	\$7,580		32	\$5,220	
	Hours Subtotal:	11	0	34	0	80	24	76	0	0	0	0	225			294		
	Cost Subtotal:	\$3,300.00	\$0.00	\$8,840.00	\$0.00	\$12,800.00	\$2,880.00	\$12,920.00	\$0.00	\$0.00	\$0.00	\$0.00		\$40,740.00	\$61,872.00		\$814,307	
5	Preliminary Studies																	
5.1	Data Collection			2				8					10	\$1,880	\$500	32	\$4,720	
5.2	Design Criteria	1		1				8					10	\$1,920		18	\$3,020	
5.3	Traffic Analysis												2	\$520	\$3,000	0	\$0	
5.3.1	Data Collection			2									2	\$520	\$3,000	0	\$0	
5.3.2	Traffic Forecasting and Intersection Analysis	2		80	200								282	\$63,400		0	\$0	
5.3.3	Signal Warrant Analysis	1		48	96								145	\$32,940	\$3,000	0	\$0	
5.4	Safety Assessment	1		4				80					85	\$14,940		0	\$0	
5.5	Multimodal Connectivity Assessment	1		1				2					4	\$900		0	\$0	
	Hours Subtotal:	6	0	138	296	0	0	98	0	0	0	0	538			50		
	Cost Subtotal:	\$1,800.00	\$0.00	\$35,880.00	\$62,160.00	\$0.00	\$0.00	\$16,660.00	\$0.00	\$0.00	\$0.00	\$0.00		\$116,500.00	\$6,500.00		\$7,740	
6	Preliminary Design																	
6.1	Drainage Analysis												0	\$0		248	\$45,390	
6.1.1	Draft Technical Drainage Report												0	\$0		144	\$23,640	
6.2	Structural Design			16	24		16						56	\$11,120		0	\$0	
6.3	Lighting and Electrical Design												0	\$0		0	\$27,600	
6.4	ITS Design	8		4		40		200					252	\$43,840		0	\$0	
6.5	Landscape and Aesthetics												0	\$0		534	\$68,750	
6.6	Refined Design	80		80		160	240	240					800	\$140,000		80	\$13,920	
6.7	30 Percent Cost Estimate	8				40		80					128	\$22,400		56	\$9,360	
6.8	50 Percent Design	60		80		400	800	800					2140	\$334,800	\$500	1208	\$187,040	
6.9	50 Percent Cost Estimate and Technical Specification Outline	4			4			40					48	\$8,840		72	\$12,160	
6.10	50 Percent Design Submittal							8					8	\$1,360	\$500	12	\$2,280	
6.11	50 Percent Design Review Comment Resolution	4		8	8	4		16					48	\$9,000		16	\$3,000	
	Hours Subtotal:	164	0	188	36	644	1056	1384	0	0	0	0	3480			2,370		
	Cost Subtotal:	\$49,200.00	\$0.00	\$48,880.00	\$7,560.00	\$103,040.00	\$126,720.00	\$235,280.00	\$0.00	\$0.00	\$0.00	\$680.00		\$571,360.00	\$1,000.00		\$393,140	
7	Final Design																	
7.1	Drainage Analysis												0	\$0		192	\$33,880	
7.1.1	90 Percent Technical Drainage Report												0	\$0		144	\$23,640	
7.1.2	Final Technical Drainage Report												0	\$0		84	\$14,040	
7.2	Structural Design			40	80		160						280	\$46,400		0	\$0	
7.3	Lighting, Electrical, ITS, Landscape and Aesthetics Design	4				80		200					284	\$48,000		528	\$167,340	
7.4	90 Percent Design	40		80		400	800	800					2120	\$328,800	\$500	1018	\$161,940	
7.5	90 Percent Cost Estimate and Technical Specifications	8			40	40		40					128	\$24,000		184	\$29,040	
7.6	90 Percent Design Submittal							16					8	\$3,400	\$500	12	\$2,280	
7.7	90 Percent Design Review Comment Resolution	4		8	8	4		16					48	\$9,000		16	\$3,000	
7.8	100 Percent Design	24		40		40	120	120					344	\$58,800	\$500	723	\$114,115	
7.9	100 Percent Cost Estimate and Technical Specifications	8			24	20		24					76	\$14,720		132	\$21,300	
7.10	100 Percent Design Submittal							16					16	\$2,720	\$500	12	\$2,280	
7.11	100 Percent Design Review Comment Resolution	4		8	8	4		16					48	\$9,000		16	\$3,000	
7.12	Final Design	16		40		40	120	120					336	\$56,400	\$500	74	\$12,730	
	Hours Subtotal:	108	0	216	160	628	1200	1368	0	0	0	24	3704			3,135		
	Cost Subtotal:	\$32,400.00	\$0.00	\$56,160.00	\$33,600.00	\$100,480.00	\$144,000.00	\$232,560.00	\$0.00	\$0.00	\$0.00	\$2,040.00		\$601,240.00	\$2,500.00		\$588,585	

EXHIBIT B - COST PROPOSAL NEWPORT LANE REHABILITATION PROJECT

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: Lemmon Drive Phase 2 Resiliency Project
 Consultant Information: CA Group
 Project Manager: Amanda Callagari

Tasks		Billable Rate	\$300.00	\$210.00	\$260.00	\$210.00	\$160.00	\$120.00	\$170.00	\$240.00	\$100.00	\$100.00	\$85.00					
Name		Human Resources (Hours)																
Task No.	Description	Chad Anson	Andrea Engelman	Paul Frost, Pete, Chuck	Hoang, Vinay, Dean, Arvid	Trevor, Anci	Rani	Steve Bird, Jim Ceragioli, Jamie	Areg	Alexa	Alyssa Young			Total Labor Hours	Loaded Labor Costs	CA Direct Costs	Subconsultant Hours	Subconsultant Costs
8	CLOMR/LOMR (Optional)																	
	CLOMR/LOMR													0	\$0	\$0	332	\$80,980
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	332	\$80,980
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
9	Right-of-Way Acquisition																	
	Right-of-Way Acquisition													0	\$0	\$0	1040	\$353,000
	Right-of-Way Acquisition Contingency													0	\$0	\$0	0	\$0
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	1,040	\$353,000
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
10	Grant Support (Optional)																	
	Grant Support			24										24	\$5,040	\$0	0	\$0
	Hours Subtotal:	0	24	0	0	0	0	0	0	0	0	0	0	24	\$5,040	\$0	0	\$0
	Cost Subtotal:	\$0.00	\$5,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,040.00	\$0.00		\$0	
11	Bidding Services																	
	Bidding Services	8		40	16	40	200	40						344	\$53,360	\$0	48	\$16,335
	Hours Subtotal:	8	0	40	16	40	200	40	0	0	0	0	0	344	\$53,360	\$0	48	\$16,335
	Cost Subtotal:	\$2,400.00	\$0.00	\$10,400.00	\$3,360.00	\$6,400.00	\$24,000.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,360.00	\$0.00		\$16,335	
12	Engineering Services During Construction (EDC)																	
	Engineering Services During Construction (EDC)	80			200		80	80						440	\$89,200	\$0	480	\$101,920
	Hours Subtotal:	80	0	0	200	0	80	80	0	0	0	0	0	440	\$89,200	\$0	480	\$101,920
	Cost Subtotal:	\$24,000.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$9,600.00	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,200.00	\$0.00		\$101,920	
13	Design Contingency																	
	Design Contingency	160			40	160	160							520	\$100,800	\$0	0	\$50,000
	Hours Subtotal:	160	0	0	40	160	160	0	0	0	0	0	0	520	\$100,800	\$0	0	\$50,000
	Cost Subtotal:	\$48,000.00	\$0.00	\$0.00	\$0.00	\$6,400.00	\$19,200.00	\$27,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,800.00	\$0.00		\$50,000	
	Overall Hours Totals:	1340	1386	936	796	1520	2788	3358	757	704	192	324	12773				10,139	
	Loaded, OH Costs Totals:	\$402,000	\$291,060	\$243,360	\$167,160	\$243,200	\$334,560	\$570,860	\$181,680	\$70,400	\$19,200	\$27,540	\$2,551,020.00	\$86,372.00		\$2,946,347		

EXHIBIT B - COST PROPOSAL NEWPORT LANE REHABILITATION PROJECT
STANDARD COST PROPOSAL SPREADSHEET

Contract Information: Lemmon Drive Phase 2 Resiliency Project
 Consultant Information: CA Group
 Project Manager: Amanda Callagari

Tasks		Billable Rate	\$300.00	\$210.00	\$260.00	\$210.00	\$160.00	\$120.00	\$170.00	\$240.00	\$100.00	\$100.00	\$85.00				
Name		Human Resources (Hours)															
Description		Chad Anson	Andrea Engelman	Paul Frost, Pete, Chuck	Hoang, Vinay, Dean, Arvid	Trevor, Anci	Rani	Steve Bird, Jim Ceragioli, Jamie	Areg	Alexa	Alyssa Young						
Task No.	Description	Project Manager	Environmental Lead	Design Lead	Sr. Engineer	Engineer	Engineering Intern	Sr. Designer	Sr. Environmental Planner	Environmental Planner	Technical Writer	Admin Asst.	Total Labor Hours	Loaded Labor Costs	CA Direct Costs	Subconsultant Hours	Subconsultant Costs

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$2,445,180
Optional Services:	\$86,020
Subconsultants:	\$2,815,367
Direct Expenses:	\$86,372
Contingency:	\$150,800
Total Estimated Services:	\$5,583,739

CONTRACT TOTALS			
		Labor Hours	Task Subtotal
Task 1	Project Management	2,448	\$587,900
	CA Group	1,646	\$385,600
	Atkins	802	\$182,600
	PK Electrical (DBE)	0	\$19,700
Task 2	Public and Agency Involvement	987	\$203,820
	CA Group	319	\$79,600
	Atkins	28	\$8,220
	MJT	640	\$116,000
Task 3	Environmental and Permitting	3,781	\$735,900
	CA Group	2,861	\$522,080
	Atkins	920	\$151,490
	UES	0	\$62,330
Task 4	Investigation of Existing Conditions	519	\$916,919
	CA Group	225	\$102,612
	Atkins	294	\$44,300
	CME	0	\$741,107
	MAPCA	0	\$28,900
Task 5	Preliminary Studies	588	\$130,740
	CA Group	538	\$123,000
	Atkins	50	\$7,740
Task 6	Preliminary Design	5,850	\$965,500
	CA Group	3,480	\$572,360
	Atkins	2,370	\$365,540
	PK Electrical	0	\$27,600
Task 7	Final Design	6,839	\$1,192,325
	CA Group	3,704	\$603,740
	Atkins	3,135	\$487,385
	PK Electrical	0	\$101,200
Task 8	CLOMR/LOMR	332	\$80,980
	Atkins	332	\$80,980
Task 9	Right-of-Way Acquisition	1,040	\$353,000
	Atkins	1,040	\$353,000
Task 10	Grant Support	24	\$5,040
	CA Group	24	\$5,040
Task 11	Bidding Support	392	\$69,695
	CA Group	344	\$53,360
	Atkins	48	\$9,335
	PK Electrical	0	\$7,000
Task 12	Eng. Services During Construction	920	\$191,120
	CA Group	440	\$89,200
	Atkins	324	\$56,440
	CME	156	\$31,980
	PK Electrical	0	\$13,500
Task 13	Design Contingency	520	\$150,800
	CA Group	520	\$100,800
	Atkins	0	\$50,000
	Project Total	0	\$5,583,739

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act 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.

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. NONDISCRIMINATION

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or

purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action must 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.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. **INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. **NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. **THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. **RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

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

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.7

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: Downtown West Fourth Street Project PSA

RECOMMENDED ACTION

Approve a contract with Wood Rodgers Inc. for the preliminary and final design of the Downtown West Fourth Street Project in an amount not to exceed \$741,480.

BACKGROUND AND DISCUSSION

The Downtown West Fourth Street Project (Project) extends from Evans Avenue to Keystone Avenue. The final design is based on RTC's and City of Reno's comprehensive look at the function of West Fourth Street and the design of improvements to enhance mobility options, including future transit operations, and pedestrian enhancements to the corridor. The Project is anticipated to include ADA improvements throughout the corridor, corridor lighting design (including Neon Line), intersection improvements at Washington Street, and the construction of three (3) Bus Rapid Transit (BRT) structures.

This Professional Services Agreement (PSA) with Wood Rodgers, Inc. (Wood Rodgers) includes the investigation of existing conditions, preliminary design, final design, and optional bidding services. While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

- Notice to Begin Design: July 2023
 - 30% Design Submittal: October 2023
 - 60% Design Submittal: May 2024
 - 90% Design Submittal: November 2024
 - Final Design Submittal: February 2025
 - Begin Construction: To be determined based on construction funding. Construction funding has not been identified for the Project.
-

Wood Rodgers was selected from the Civil Engineering Design and Construction Management Services for the Street & Highway Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. Wood Rodgers' scope, schedule, and budget indicated the amount for design services is within the appropriated budget. The complete scope of services is included in Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 2024 capital budget.

PREVIOUS BOARD ACTION

1/15/2021 Authorize the Executive Director to award a contract to Wood Rogers, Inc. for design of the West Fourth Street Project in an amount not to exceed \$400,000.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Qualified List to Preliminary and Final Design in connection with Downtown 4th Street Safety Project, Evans Avenue to Keystone Avenue.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Statement of Qualifications. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 4)	\$649,380
Design Contingency	\$25,000
<u>Optional Items (Bidding and Potholing)</u>	<u>\$67,100</u>
Total Not-to-Exceed Amount	\$741,480

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson, P.E., or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Mark Casey, P.E., or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgibson@rtcwashoe.com
(775) 335-1874

CONSULTANT: Mark Casey, P.E.
Vice President
Wood Rodgers, Inc.
1360 Corporate Boulevard
Reno, Nevada 89502
Email: mcasey@woodrodgers.com
Phone (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 any reasonable attorneys' fees.

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

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

CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Wood Rodgers, Inc.

By: _____
Mark Casey, P.E., Vice President

EXHIBIT A

SCOPE OF SERVICES AND PLANNED SCHEDULE **FOR THE** **DOWNTOWN 4TH STREET-EVANS AVENUE TO KEYSTONE AVENUE**

This will generally consist of the following tasks:

Preliminary and Final Design of 4th Street from Evans Avenue to Keystone Avenue (Project). The Project is anticipated to include ADA improvements throughout the corridor, intersection improvements at Washington Street as well as design of proposed Bus Rapid Transit structures that build on previously designed structures with potential cost reduction modifications. Building department permitting is included for the necessary portions of the project. Bidding and engineering during construction services are not within the scope of services at this time.

ADA improvements are anticipated to be limited to pedestrian ramp and sidewalk improvements that are achievable without extensive right of way impacts. No curb and gutter revisions or pavement improvements are planned as a part of this project. Limited partial right-of-way acquisitions and/or easements are anticipated to accommodate ADA improvements.

1. PUBLIC AND AGENCY INVOLVEMENT

a) Public Information Meetings

Public Information Meeting will be held once during preliminary design with the property owners 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.

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards (anticipated to include properties within 500-feet of the project area) to RTC for mailing (RTC will pay postage separately). CONSULTANT will perform email of post card notifications as necessary. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend a single public meeting.

Deliverables – Meeting materials, flyers, post cards and attendance at single meeting.

b) City of Reno Neighborhood Advisory Board (NAB) Meetings

The Project will be presented by the RTC Project Manager at City of Reno NAB meetings, once during preliminary design.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during City of Reno NAB meetings. CONSULTANT will provide up to two (2) staff members to attend a single NAB meeting to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at single meeting.

c) Project Management Team Meetings/Management

The project is anticipated to require ongoing Project Management Team (PMT) meetings with a variety of agency partners. PMT meetings will be held monthly with additional meetings as necessary through the design life of this project. This task also includes the various management and support required to maintain/schedule and prepare for these meetings.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to thirty (30) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

2. INVESTIGATION OF EXISTING CONDITIONS

a) Condition Survey

Existing pavement condition survey is not included with this task.

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 PROWAG standards.

b) Traffic Data

Traffic Data for the entire alignment is not anticipated with this scope of services.

For the 4th Street/Washington Street Intersection, Consultant will:

- Collect and summarize 8 hours of 15-minute approach volumes on all approaches, including pedestrians and cyclists;
- Review intersection crash data for the intersection;
- Conduct field observations and document the conditions at the intersection;
- Follow the current MUTCD traffic signal warrant evaluation procedures in determining the appropriateness of installing a new traffic signal and evaluating the individual warrants as outlined below:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

Consultant will prepare a draft letter report including summary of existing intersection conditions, summary of collected volume and crash data, evaluation of each applicable warrant including tables and charts, overall recommendation regarding a new traffic signal and any other recommendations for the intersection.

Consultant will incorporate one round of client comments and submit a final warrant study report.

Deliverables – Signal Warrant Study for 4th Street/Washington Street intersection.

c) Topographic Survey

CONSULTANT will compile the previously flown topographic survey for the project site. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control was 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. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

d) Geotechnical Investigation

The geotechnical investigation is focused on proposed Bus Rapid Transit Stations and may not be adequate for pavement design throughout the corridor.

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno. Traffic control will be provided during all

phases of exploration performed within and adjacent to the active roadways.

CONSULTANT will advance three (3) auger borings along 4th Street between the Evans Avenue intersection and the Stoke Avenue intersection at the planned transit station locations. Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to at least 10-feet below the existing ground surface unless refusal is encountered. Refusal is defined as less than one foot of drilling advance in five minutes. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), and plasticity (ASTM D4318). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the structural section (base and pavement). One geophysical shear wave velocity survey will be performed and will utilize the refraction microtremor method (ReMi). The shear wave velocity survey will be relied upon for the development of geotechnical design characterization of soil stiffness and determination of an appropriate Site Classification (ASCE 7-16).

- Laboratory

Laboratory tests will be performed on selected samples. Laboratory testing will consist of tests for:

- Gradations (3)
- Moisture Content (3)
- Atterberg Limits (3)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides, and chlorides.

- Geotechnical Engineering Analysis and Report

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Professional Engineer. Our final report will address the following items:

- Site plan showing approximate locations of our explorations.
- Logs of the exploratory borings.
- Results of laboratory tests.
- A discussion of subsurface conditions.
- Site preparation and grading recommendations.
- Seismic and geotechnical design parameters for structural design of facilities.

Deliverables – Geotechnical analysis and report

e) Utility Investigation/Depiction

- 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 4, Preliminary Design.
- 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 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- 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, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

f) Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

g) Pavement Design

Pavement design is not anticipated for this project and is not included with this scope of services.

h) Right of Way Mapping

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.

It is estimated approximately ten (10) parcels will require permission to construct, permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of up to 10 individual parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately ten (10) parcels.

i) Right of Way Engineering Services

CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section h Right of Way Mapping. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance is not included within this task.

Deliverables –Exhibit Maps and Legal Descriptions for easements/acquisitions on each parcel.

3. PRELIMINARY DESIGN

a) Roadway Design:

CONSULTANT will prepare and submit preliminary layout and engineers estimate for ADA improvements throughout the Project. The full set of preliminary roadway sheets are anticipated to be approximately the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets

- Preliminary Roadway Plan sheets (20 scale)

CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the ADA design and any impacts to adjacent property owners and/or the roadway.

b) Signal Design:

Upon determination of warrants, CONSULTANT will prepare preliminary plans for a new traffic signal system at the West 4th Street/Washington Street intersection. Work will include:

- Establishing new equipment locations consistent with the proposed intersection configuration (new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfiguration, etc.).
- Design of new conduit, conductors, push button locations and other equipment Specification of controller and detection equipment
- Ensuring ADA accessible design for pedestrian buttons are coordinated with existing/proposed ramp locations
- Providing notes, equipment schedules, and conduit/conductor schedules
- Engineer's Estimates at each deliverable stage

Interconnect Design, Vine to Ralston:

Consultant will prepare preliminary plans and engineer's estimate for construction of a conduit run and fiber optic traffic signal interconnect system on West 4th Street connecting the Washington Street signal to the existing signals at both Vine Street and Ralston Street. Work will include:

- Design of new conduit, pull boxes, fiber optic connections, and communication equipment per City standards, Fiber optic splice diagrams, Plan and estimate submittals at the 30% and 60% design stages for RTC and City of Reno review.
- Engineer's Estimates at each deliverable stage

c) Architectural Design

Architectural, structural engineering, and electrical engineering services for design and documents for three transit shelters as a part of the overall 4th Street road project.

The basis of design for the shelters will be the 4th and Prater shelter. The new shelters will have approximately the same length, width, and height as the 4th and Prater shelters. RTC wants to find economies in construction where possible for the new shelters. The design of the new shelters will include development of no more than 3 options during the 30% Design phase to revise the 4th and Prater shelters. Components from the Virginia Street and Midtown shelters will be discussed during development of the options. Preliminary discussions have included eliminating the duplicate structural columns outside the rear wall, simplifying the roof, a different roof material, simplified

lighting, no graphics on the back wall glazing, simplified pylon sign, simplifying/eliminating the column covers and more efficient paths for electrical and telecommunication cabling. Photovoltaic panels will be a part of the design. Photographs of each of the 3 shelters to be considered are shown below.



Cost estimates will be provided with the 30% Design and 60% Design submittals. Conceptual order of magnitude costs only will be provided for the options in the 30% Design phase.

Technical Specifications are assumed to be included in the 60% Design submittal. Specifications will not be provided in the 30% Design submittal.

The three shelters will be the same (excepting orientation and location). The design team will develop a prototype for one of the sites. The other two shelters will be site adaptations of the prototype.

The Architectural scope includes stakeholder & public meetings/presentations to RTC and community groups. The scope only includes public meetings for H+K. Structural and electrical engineers will not be required to attend public meetings or provide materials. The scope assumes approximately four meetings for station development. H+K will develop renderings for the initial set of meetings with the assumption that the number of renderings will be reduced down to one preferred design at the end of the meeting process. (Budget for meetings is include within Item 1c above)

d) Street Lighting Design

The electrical and lighting design will include new street lighting using the Neon Line LED fixture, removing the existing street lighting, miscellaneous electrical connections (if any), and coordination with NV Energy for any new service requirements.

Electrical load and voltage drop calculations will be provided. For the purposes of this proposal, it is assumed that the fixtures/poles will be a 1 for 1 swap from Vine to Evans and new fixture/pole locations from Keystone to Vine as no street lighting exists in this section. CONSULTANT will work with the manufacturer of the proposed Neon Line LED fixture regarding photometric distribution to determine if pole/fixture removal (for a lesser quantity of total fixtures/poles) is a possibility while achieving the desired foot-candle levels. Additionally, any RGB color changes and associated controls will be addressed with the manufacturer.

Preliminary design phase services include site investigation, consultation, calculations as well as development of preliminary plans.

Design Submittals

Submittals will be at the 30% and 60% stage of completion. At each submittal CONSULTANT will attend a review meeting with the RTC, City of Reno and other applicable parties. A single set of comments at the 30% stage will be incorporated into the 60% plans. A single set of comments on the 60% plans will be incorporated into a “final 60%” set. No further comments or plan development is anticipated with this scope of services. The preliminary plans will be on 22” x 34” size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Preliminary Roadway Plan sheets (ADA improvements and ex. utilities)
- Preliminary Traffic Signal Modification Plans
- Preliminary Architectural Plans (Stations)
- Preliminary Structural Plans (Stations)
- Preliminary Electrical Plans (Stations)

4. FINAL DESIGN

a) Roadway Design:

CONSULTANT will prepare and submit final plans, engineers estimate and specifications for ADA improvements throughout the Project. The full set of final roadway sheets are anticipated to be approximately the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Final Roadway Plan sheets (20 scale)
- Detail Sheets

b) Signal Design:

CONSULTANT will prepare final plans for a new traffic signal system at the West 4th Street/Washington Street intersection. Work will include:

- Establishing new equipment locations consistent with the proposed intersection configuration (new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfiguration, etc.).
- Design of new conduit, conductors, push button locations and other equipment Specification of controller and detection equipment
- Ensuring ADA accessible design for pedestrian buttons are coordinated with existing/proposed ramp locations
- Providing notes, equipment schedules, and conduit/conductor schedules
- Engineer's Estimates and specifications at each deliverable stage

Interconnect Design, Vine to Ralston:

Consultant will prepare final plans, engineer's estimate and specifications for construction of a conduit run and fiber optic traffic signal interconnect system on West 4th Street connecting the Washington Street signal to the existing signals at both Vine Street and Ralston Street. Work will include:

- Design of new conduit, pull boxes, fiber optic connections, and communication equipment per City standards, Fiber optic splice diagrams.

c) Architectural Design

Architectural, structural engineering, and electrical engineering services for final design and documents for three transit shelters as a part of the overall 4th Street roadway project.

Cost estimates and technical specifications will be provided with the 90% Design and

100% Design submittals.

Site adaptations for each shelter will be included with the final design documents.

d) Street Lighting Design

The electrical and lighting design will include new street lighting using the Neon Line LED fixture, removing the existing street lighting, miscellaneous electrical connections (if any), and coordination with NV Energy for any new service requirements.

Electrical load and voltage drop calculations will be provided. For the purposes of this proposal, it is assumed that the fixtures/poles will be a 1 for 1 swap from Vine to Evans and new fixture/pole locations from Keystone to Vine as no street lighting exists in this section. CONSULTANT will work with the manufacturer of the proposed Neon Line LED fixture regarding photometric distribution to determine if pole/fixture removal (for a lesser quantity of total fixtures/poles) is a possibility while achieving the desired foot-candle levels. Additionally, any RGB color changes and associated controls will be addressed with the manufacturer.

Final design phase services include completion of any site investigation, consultation, calculations as well as development of final plans, permit drawings, specifications and engineers estimate.

Design Submittals

Submittals will be at the 90% and 100% stage of completion. At each submittal CONSULTANT will attend a review meeting with the RTC, City of Reno and other applicable parties. A single set of comments at the 90% stage will be incorporated into the 100% plans. No further comments or plan development is anticipated with this scope of services. The final plans will be on 22" x 34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Final Roadway Plan sheets (ADA improvements, Street Lighting)
- Final Traffic Signal Modification Plans
- Final Architectural Plans (Stations)
- Final Structural Plans (Stations)
- Final Electrical Plans (Stations)

5. DESIGN CONTINGENCY (OPTIONAL)

This is a design contingency for miscellaneous increases within the scope of this contract that cannot readily be quantified presently. CONSULTANT shall provide a

letter detailing the need, scope, and not- to exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager’s written approval.

6. BIDDING SERVICES (OPTIONAL)

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 Procurement system.

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.

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.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, bid review.

7. PRELIMINARY SCHEDULE

While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

Notice to Proceed	June 2023
30% Preliminary Plans Submittal	October 2023
RTC review	November 2023
60% Preliminary Plans Submittal	May 2024
RTC Review	June 2024
90% Design Plans Submittal	November 2024
RTC Review	December 2024
Final Design Plans Submittal	February 2025
City of Reno Plan Review	April 2025

**Downtown 4th Street, Evans Avenue to Keystone Ave.
Exhibit B
Cost of Services**

Sub Task #	Sub Task	Item No.	Sub Task Description	Staff																				Totals						
				Principal Engineer II		Proj. Mgr./Senior Surveyor/Senior Geol.		Project Engineer/Engineer/Surveyor		Senior CAD Technician		Survey Crew		Technician/Geologist		Administrative Assistant		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							
1	Public and Agency Involvement	a	Public Information Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00	0	\$ -	\$ 165.00	0	\$ -	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	16	\$ 6,740.00		
		b	City of Reno NAB Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00	0	\$ -	\$ 165.00	0	\$ -	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	16	\$ 4,040.00		
		c	Project Management Team Meetings/Management	\$ 260.00	40	\$ 10,400.00	\$ 245.00	40	\$ 9,800.00	\$ 175.00	5	\$ 875.00	\$ 165.00	5	\$ 825.00	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	90	\$ 21,900.00		
	Sub-Totals			\$ 56	\$ 14,560.00	\$ 56	\$ 13,720.00	\$ 5	\$ 875.00	\$ 5	\$ 825.00	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 2,700.00	122	\$ 32,680.00			
2	Investigation of Existing Conditions	a	Condition Survey	\$ 260.00	2	\$ 520.00	\$ 245.00	12	\$ 2,940.00	\$ 175.00	40	\$ 7,000.00	\$ 165.00	12	\$ 1,980.00	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	66	\$ 12,440.00		
		b	Traffic Data	\$ 260.00	5	\$ 1,300.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	0	\$ -	\$ 165.00	0	\$ -	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	10	\$ 12,525.00		
		c	Topographic Survey	\$ 260.00	0	\$ -	\$ 245.00	8	\$ 1,980.00	\$ 175.00	75	\$ 13,125.00	\$ 165.00	0	\$ -	\$ 230.00	80	\$ 18,400.00	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	163	\$ 33,485.00		
		d	Geotechnical Investigation	\$ 260.00	6	\$ 1,560.00	\$ 245.00	4	\$ 980.00	\$ 175.00	2	\$ 350.00	\$ 165.00	0	\$ -	\$ 230.00	0	\$ -	\$ 130.00	37	\$ 5,365.00	\$ 115.00	0	\$ -	\$ -	\$ -	49	\$ 17,255.00		
		e	Utility Investigation/Depiction	\$ 260.00	1	\$ 260.00	\$ 245.00	16	\$ 3,920.00	\$ 175.00	60	\$ 10,500.00	\$ 165.00	40	\$ 6,600.00	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	4	\$ 460.00	\$ -	\$ -	121	\$ 21,740.00		
		f	Utility Probing (Optional)	\$ 260.00	1	\$ 260.00	\$ 245.00	20	\$ 4,900.00	\$ 175.00	12	\$ 2,100.00	\$ 165.00	5	\$ 1,320.00	\$ 230.00	10	\$ 2,300.00	\$ 130.00	0	\$ -	\$ 115.00	2	\$ 230.00	\$ -	\$ -	45	\$ 56,110.00		
		g	Pavement Design	\$ 260.00	0	\$ -	\$ 245.00	0	\$ -	\$ 175.00	0	\$ -	\$ 165.00	0	\$ -	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	0	\$ -		
		h	Right of Way Mapping	\$ 260.00	12	\$ 3,120.00	\$ 215.00	34	\$ 7,310.00	\$ 175.00	195	\$ 34,125.00	\$ 165.00	0	\$ -	\$ 230.00	60	\$ 13,800.00	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	148	\$ 30,890.00		
		i	Right of Way Engineering Services	\$ 260.00	12	\$ 3,120.00	\$ 215.00	34	\$ 7,310.00	\$ 175.00	195	\$ 34,125.00	\$ 165.00	0	\$ -	\$ 230.00	60	\$ 13,800.00	\$ 130.00	0	\$ -	\$ 115.00	20	\$ 2,300.00	\$ -	\$ -	261	\$ 46,855.00		
			Sub-Totals			\$ 39	\$ 10,140.00	\$ 115	\$ 26,675.00	\$ 444	\$ 77,700.00	\$ 60	\$ 9,900.00	\$ 150	\$ 34,500.00	\$ 37	\$ 5,365.00	\$ 26	\$ 2,960.00	\$ 1,200.00	\$ 62,800.00	871	\$ 175,160.00							
3	Preliminary Design	a	Preliminary Roadway Design	\$ 260.00	8	\$ 2,080.00	\$ 245.00	130	\$ 31,850.00	\$ 175.00	200	\$ 35,000.00	\$ 165.00	210	\$ 34,650.00	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	0	\$ -	\$ -	\$ -	548	\$ 103,580.00		
		b	Preliminary Signal Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 30,000.00	22	\$ 34,170.00				
		c	Preliminary Architectural Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 97,500.00	22	\$ 101,670.00				
		d	Preliminary Street Lighting Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 22,100.00	22	\$ 26,270.00				
	Sub-Totals			\$ 2	\$ 520.00	\$ 5	\$ 1,225.00	\$ 5	\$ 875.00	\$ 8	\$ 1,320.00	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 2	\$ 230.00	\$ -	\$ -	\$ 22,100.00	22	\$ 265,690.00						
4	Final Design	a	Roadway Design	\$ 260.00	6	\$ 1,560.00	\$ 245.00	148	\$ 36,260.00	\$ 175.00	144	\$ 25,200.00	\$ 165.00	162	\$ 26,730.00	\$ 230.00	0	\$ -	\$ 130.00	0	\$ -	\$ 115.00	20	\$ 2,300.00	\$ -	\$ -	480	\$ 92,050.00		
		b	Signal Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 15,000.00	22	\$ 19,170.00				
		c	Architectural Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 82,500.00	22	\$ 86,670.00				
		d	Street Lighting Design	\$ 260.00	2	\$ 520.00	\$ 245.00	5	\$ 1,225.00	\$ 175.00	5	\$ 875.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 29,900.00	22	\$ 34,070.00				
	Sub-Totals			\$ 2	\$ 520.00	\$ 5	\$ 1,225.00	\$ 5	\$ 875.00	\$ 8	\$ 1,320.00	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 2	\$ 230.00	\$ -	\$ -	\$ 29,900.00	22	\$ 231,960.00						
5	Design Contingency (Optional)	a	Design Contingency																								\$ 25,000.00	\$ -	0	\$ 25,000.00
		Sub-Totals			\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ -	0	\$ 25,000.00		
6	Bidding Services (Optional)	a	Roadway Design	\$ 260.00	0	\$ -	\$ 245.00	16	\$ 3,920.00	\$ 175.00	24	\$ 4,200.00	\$ 165.00	16	\$ 2,640.00	\$ 230.00	0	\$ -	\$ 130.00	2	\$ 230.00	\$ -	\$ -	\$ 115.00	0	\$ -	58	\$ 10,990.00		
		Sub-Totals			\$ 89	\$ 25,740.00	\$ 181	\$ 42,845.00	\$ 459	\$ 80,325.00	\$ 81	\$ 13,365.00	\$ 150	\$ 34,500.00	\$ 37	\$ 5,365.00	\$ 30	\$ 3,450.00	\$ 26,200.00	\$ 117,500.00	1037	\$ 10,990.00								
GRAND TOTALS						\$ 97	\$ 25,220.00	\$ 176	\$ 41,620.00	\$ 454	\$ 79,450.00	\$ 73	\$ 12,045.00	\$ 150	\$ 34,500.00	\$ 37	\$ 5,365.00	\$ 26	\$ 2,960.00	\$ 1,200.00	\$ 62,800.00	871	\$ 175,160.00							
														Design Services Total										\$ 640,380.00						
														Utility Probing (Optional)										\$ 56,110.00						
														Design Contingency (Optional)										\$ 25,000.00						
														Bidding Services (Optional)										\$ 10,990.00						
														Total Contract										\$ 741,460.00						

EXHIBIT C

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.8

To: Regional Transportation Commission

From: Judy L. Tortelli, Project Manager

SUBJECT: Sky Vista Parkway Rehabilitation Project Amendment No. 4

RECOMMENDED ACTION

Approve Amendment No. 4 to the Professional Services Agreement (PSA) with Atkins North America Inc., for additional engineering during construction services needed in connection with extending the contract performance period for the Sky Vista Parkway Rehabilitation Project, in the amount of \$40,000, for a new total not-to-exceed amount of \$2,500,173.

BACKGROUND AND DISCUSSION

The RTC and Atkins North America, Inc. (Atkins) entered into an agreement dated December 23, 2019, to perform engineering design and engineering during construction services in connection with the Sky Vista Parkway Rehabilitation Project ("Project"). The construction contract performance period was extended for the Project by twenty (20) working days, and additional effort and services are needed in connection with materials testing and inspection associated with the Project. This amendment (Amendment No. 4) to the agreement provides Atkins \$40,000 for additional materials testing and inspection associated with extending the construction contract performance period.

All other provisions of the PSA as previously amended shall remain in full effect.

FISCAL IMPACT

Appropriations are included in the FY 24 Capital Budget.

PREVIOUS BOARD ACTION

3/18/2022 Approve Amendment No. 3 to the contract with Atkins North America, Inc., to perform additional design services and engineering during construction services for the Sky Vista Parkway Rehabilitation and Widening project in the amount of \$515,714, for a new total not-to-exceed amount of \$2,460,173.

AMENDMENT NO. 4

The Regional Transportation Commission of Washoe County (“RTC”) and Atkins North America, Inc. (“CONSULTANT”), entered into an agreement dated December 23, 2019, as previously amended by Amendment No. 1 dated March 19, 2021, Amendment No. 2 dated May 14, 2021, and Amendment No. 3 dated March 21, 2022 (the “Agreement”). This Amendment No. 4 is dated and effective as of July 24, 2023.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform engineering design and engineering during construction services in connection with the Sky Vista Parkway Rehabilitation Project (the “Project”); and

WHEREAS, the construction contract performance period was extended for the Project by twenty (20) working days, and additional effort and services are needed in connection with materials testing and inspection associated; and

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend the term in order for the CONSULTANT to complete the additional effort and services described above; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for the CONSULTANT to provide \$40,000 for additional materials testing and inspection associated with extending the construction contract performance period.

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

1. Section 1.1 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above through June 30, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

2. Section 3.2. shall be replaced in its entirety with the following:

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

Total Services (Task 1 – 6)	\$1,179,168
Design Contingency (Task 7)	\$50,000
Construction Services (Task 8)	\$1,214,962
Record Information (Task 9)	\$6,043
Construction Contingency (Task 10)	\$50,000
Total Not-to-Exceed Amount	\$2,500,173

- All other provisions of the Agreement as previously amended shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas AICP, Executive Director

ATKINS NORTH AMERICA, INC.

By _____
Brian Janes, P.E

Exhibit B-1 - Amendment 4 Fee Summary Detail - Sky Vista Parkway Rehabilitation Project

Task No.	Item No.	Task	Office Personnel																	Construction Management Personnel			
			Project Principal	Project Director	Design Manager	Quality Manager	Sr. Engineer III	Sr. Engineer II	Sr. Engineer I	Project Engineer II	Project Engineer I	Structures Manager	Sr. Structural Engineer II	Structural Engineer II	Structural Engineer I	Landscape Architect Manager	Sr. Landscape Architect III	Sr. Landscape Architect II	Public Information Specialist	Office/Clerical	Sr. PM/RE	Scheduler/Estimator	Office Engineer/Inspector
		Staff	Matt Baird	David Dodson	Brian Janes	Roger Philippi	Mike Dempsey/ Matt Nussbaumer	Kamal Qaiser	Austin Collier	Bryan Hutchins/ Bradley Miller	TBD	Yuhe Yang	Ningyu Gao	Pete Vomvas/ TBD	TBD	Wilson McBurney	Chad Hayes/ Leslie Rohner	Lindsay Green		Roger Corkill Adam Hurst Adrienne Packer	TBD	Beth Sprague	TBD
		Year 1 Bill Rates (2020)	\$260.00	\$240.00	\$240.00	\$220.00	\$190.00	\$180.00	\$155.00	\$135.00	\$120.00	\$240.00	\$180.00	\$135.00	\$120.00	\$190.00	\$135.00	\$120.00	\$85.00	\$80.00	\$200.00	\$200.00	\$90.00
1	01	Project Management																					
2	02	Public and Agency Involvement																					
3	03	Investigation of Existing Conditions																					
4	04	Preliminary Design																					
5	05	Final Design																					
6	06	Bidding Services																					
7	07	Design Contingency																					
8	08	Construction Services			602				660											1760		39.5	461.33
	08.01	Contract Administration			602				660											1760		39.5	
	08.02	Construction Surveying																					
	08.03	Inspection																					461.33
	08.04	Materials Testing																					
9	09	Record Information																					
10	10	Construction Contingency (Optional)																					
		Total Hours	-	-	602	-	-	-	660	-	-	-	-	-	-	-	-	-	-	1,760	-	40	461
		Rate/Hour Escalated to Midpoint of Project Phase	\$262.73	\$242.52	\$242.52	\$222.31	\$192.00	\$181.89	\$156.63	\$136.42	\$121.26	\$242.52	\$181.89	\$136.42	\$121.26	\$192.00	\$136.42	\$121.26	\$85.89	\$83.39	\$208.47	\$208.47	\$93.81
		Total Cost			\$145,997				\$103,374											\$146,764		\$8,235	\$43,278

Escalation Factor for Design Phase
Escalation Factor for CM Phase

1.05%
4.24%

Exhibit B-1 - Amendment 4 Fee Summary Detail - Sky Vista Parkway Rehabilitation Project

Task No.	Item No.	Task	Construction Management Personnel			Survey Personnel			Summary													
			Senior Inspector	Office Engineer/Inspector	Office Admin	Professional Land Surveyor	Senior Party Chief	2 Person Survey Crew	Total Hours	Labor	Expense	5% Sub Markup	Atkins	CME	CFA	PK Electrical	SUE	Aerotech	Total Subs	Total Price		
		Staff	TBD	Charles Thrall (Field)	TBD (Field)	Eric Christianson																
		Year 1 Bill Rates (2020)	\$140.00	\$130.00	\$100.00	\$130.00	\$110.00	\$190.00														
1	01	Project Management																				
2	02	Public and Agency Involvement																				
3	03	Investigation of Existing Conditions																				
4	04	Preliminary Design																				
5	05	Final Design																				
6	06	Bidding Services																				
7	07	Design Contingency																				
8	08	Construction Services							3522.83	\$436,999.70	\$12,100		\$449,100	\$674,162	\$91,700					\$765,862	\$1,214,962	
	08.01	Contract Administration							3061.5	\$395,480			\$395,480								\$395,480	
	08.02	Construction Surveying													\$91,700						\$91,700	
	08.03	Inspection							461.33	\$41,520	\$12,100		\$53,620	\$370,780							\$370,780	\$424,400
	08.04	Materials Testing												\$303,382							\$303,382	\$303,382
9	09	Record Information																				
10	10	Construction Contingency (Optional)																				
		Total Hours	-	-	-	-	-	-														
		Rate/Hour Escalated to Midpoint of Project Phase	\$145.93	\$135.51	\$104.24	\$135.51	\$114.66	\$198.05														
		Total Cost							3,523	\$437,000	\$12,100		\$449,100	\$674,162	\$91,700						\$765,862	\$1,214,962

Escalation Factor for Design Phase
Escalation Factor for CM Phase

	Hours	Price
Task 8 Prior to Amendment	3,523	\$1,174,962
Amendment 4	N/A	\$40,000
Total Price for Task 8	3,523	\$1,214,962

Exhibit B-2 - Amendment 4 Fee Summary - Sky Vista Parkway Rehabilitation Project

Task No.	Task	Contract		Amendment 4					
		Original Contract Fee	Amendments 1 & 3 Contract Fee	Labor	Sub-Consultants	5% Sub Markup	Expense	Amendment 4 Total	Amendment 4 Contract Fee
1	Project Management	\$119,602.78	\$165,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,965
2	Public and Agency Involvement	\$31,588.23	\$31,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,588
3	Investigation of Existing Conditions	\$168,832.64	\$168,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,833
4	Preliminary Design	\$463,558.14	\$595,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,650
5	Final Design	\$91,950.90	\$200,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,353
6	Bidding Services	\$11,519.70	\$16,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,780
7	Design Contingency	\$50,000.00	\$50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
8	Construction Services	\$715,942.97	\$1,174,962	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ 1,214,962
9	Record Information	\$6,042.79	\$6,043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,043
10	Construction Contingency (Optional)	\$50,000.00	\$50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Cost		\$1,709,038	\$2,460,173	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ 2,500,173

* Note: Amendment 2 was a time extension.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 4.4.9

To: Regional Transportation Commission

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

SUBJECT: Return of Federal Funds on Arlington Avenue Bridges Project

RECOMMENDED ACTION

Authorize staff to return \$708,938.32 of federal funds to the Nevada Department of Transportation (NDOT) for certain costs that the Federal Highway Administration (FHWA) considers ineligible for federal participation on the Arlington Avenue Bridges Replacement Project.

BACKGROUND AND DISCUSSION

The Regional Transportation Commission of Washoe County (RTC) is delivering the Arlington Avenue Bridges Replacement Project (Project) in coordination and cooperation with the Federal Highway Administration (FHWA), the Nevada Department of Transportation (NDOT), and the City of Reno. FHWA and NDOT have entered into a stewardship and oversight agreement governing roles and responsibilities with respect to 23 U.S.C. project approvals and related responsibilities, and Federal-aid Highway Program oversight activities. RTC and NDOT entered into a Local Public Agency (LPA) agreement governing roles and responsibilities for the Project.

There was a mistake made during the preliminary engineering and environmental clearance phase of the project, specifically with regard to certain geotechnical investigations. As a result of misunderstanding certain permitting requirements, RTC's project consultant incorrectly believed certain geotechnical boring holes outside of the Truckee River channel and within the existing roadway could be drilled without consultation under the National Historic Preservation Act and without overall environmental clearance. In or around Spring 2022, eight (8) boring holes were drilled before the mistake was discovered.

RTC became aware of the mistake on June 13, 2022, and immediately took corrective action. RTC's project consultant immediately stopped work on any further borings. RTC made changes to its project team to ensure there would be no further environmental compliance issues on the Project. RTC fully cooperated with FHWA, NDOT and other agencies to cooperatively understand and address the situation. Those efforts included confirmation that there were no adverse effects to any historic properties, or any other environmental effects, from the borehole drilling. There have been no other environmental compliance issues on the Project to date.

On May 31, 2023, FHWA sent a letter and “Federal-Aid Ineligibility Notification” to NDOT. RTC received a copy. In that letter and notification, FHWA expressed a determination that, while no historic properties were adversely affected by the borehole drilling, RTC had committed a “procedural violation” of Section 106 of the National Historical Preservation Act of 1966 (54 U.S.C. §300101 et seq.). FHWA expressed a determination that, as a result of that “procedural violation,” all preliminary engineering costs incurred by RTC prior to June 29, 2022, were ineligible for federal participation. FHWA stated that the total ineligible costs were \$746,250.86, and that the federal share billed was \$708,938.32. FHWA directed NDOT to credit the federal share billed to FHWA within 30 days. The letter and notification from FHWA to NDOT are attached.

On June 14, 2023, NDOT sent a letter to RTC stating that RTC was responsible for the costs that FHWA had determined were ineligible for federal participation. NDOT directed RTC to repay \$708,938.32 to NDOT to be credited to the FHWA by June 30, 2023. RTC asked NDOT for an extension of that deadline. NDOT granted the extension. On July 13, 2023, NDOT sent a letter to RTC that directed RTC to repay NDOT by July 31, 2023. The letters from NDOT to RTC are attached.

RTC has been attempting to gather information about the legal and factual basis for the determination, and the amount of the federal funds that have been determined ineligible. RTC has made efforts to engage FHWA and NDOT to gather that information and explore opportunities to reach a mutual understanding and resolution. FHWA has provided no further information to supplement the record. NDOT has stated that “[a] preliminary review of [regulations found at 36 CFR 800 et seq.] does not support an appeal process and... the amount disqualified could have been much greater than the costs of preliminary engineering done prior to June 22, 2022.” See attached letter dated July 13, 2023.

Nevertheless, RTC staff recommends that the Board approve this item. RTC has found no alternative administrative processes available to RTC at this time but will continue efforts to engage NDOT and FHWA regarding the legal and factual basis for the determination, and opportunities to reach a resolution. At the same time, RTC will continue to explore opportunities to minimize any financial impacts. However, if FHWA and/or NDOT do not change their positions by NDOT’s deadline of July 31, RTC would return the federal funds to NDOT conditioned upon a reservation of rights with regard to the determination.

If the Board does not approve this item, RTC would not return the federal funds to NDOT. RTC would continue to engage NDOT and FHWA to attempt to resolve this matter, but not returning the funds could create potential LPA compliance issues from NDOT’s perspective and could negatively impact the project.

FISCAL IMPACT

A portion of the project previously identified as funded by federal funds will now be funded with local fuel tax, in an amount that could be up to \$746,250.86.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



U.S. Department
of Transportation
**Federal Highway
Administration**

Nevada Division

May 31, 2023

705 N. Plaza Street, Suite 220
Carson City, NV 89701
Phone 775-687-1204

In Reply Refer To:
HAD-NV:

ELECTRONIC CORRESPONDENCE ONLY

Ms. Tracy Larkin-Thomason, Director
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712

SUBJECT: Financial Ineligible Notification – Arlington Ave. Bridges Replacement Project

Dear Ms. Larkin-Thomason:

On June 29, 2022, the Nevada State Historic Preservation Office (SHPO) provided concurrence to the “No Adverse Effect” finding from the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) for one borehole in the Truckee Riverbed and one borehole adjacent to one of the bridge abutments, in accordance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. §300101 et seq.). The boreholes were part of the design efforts of the Regional Transportation Commission of Washoe County (RTC Washoe) for the preliminary engineering phase of the Arlington Avenue Bridges Replacement Project (Federal Number: 0031(149); EA Number: 74386).

However, prompted by the Carson-Truckee Water Conservancy District’s discovery that holes were bored without a US Army Corps of Engineers (USACE) Section 408 program permit, it was determined that the RTC Washoe proceeded with boring eight additional holes without initiating Section 106 consultation with the NDOT, FHWA, and SHPO. Furthermore, the Tribes in Washoe County were not invited to review and monitor the work in the Truckee River area, which is proposed to be designated as a Traditional Cultural Property (TCP). The NDOT notified the Nevada SHPO of the additional holes in their letter dated October 4, 2022. On November 1, 2022, the Nevada SHPO replied with a closure of consultation on the project and a referral to the Advisory Council on Historic Preservation (ACHP).

The USACE designated the FHWA as the lead Federal agency for Section 106 for this project. Therefore, and after reviewing the circumstances as stated above, the FHWA Nevada Division has determined that, while no historic properties were adversely affected by the actions of RTC Washoe, a procedural violation of Section 106 was committed. The actions undertaken did not comply with the Section 106 process described in 36 CFR 800 to adequately identify the area of potential effect (36 CFR 800.4) and include the appropriate consulting parties to review the proposed boreholes prior to receiving Section 106 clearance (36 CFR 800.2(c)).

All preliminary engineering costs incurred before the Nevada SHPO's concurrence on June 29, 2022 are considered ineligible for Federal participation. The preliminary engineering activities conducted before the June 29, 2022 date are considered to not be in full compliance with the Section 106 process.

The Federal share reimbursed to the NDOT must be credited to the FHWA within 30 days. The NDOT must provide documentation and certify by letter from the Deputy Director of Administration that payback has been made.

Sincerely,

SUSAN E
KLEKAR

Digitally signed by
SUSAN E KLEKAR
Date: 2023.05.31
15:58:53 -07'00'

Susan E. Klekar
Division Administrator
Federal Highway Administration

Enclosure: *Financial Ineligible Notification – Arlington Ave. Bridges Replacement Project*

TO:

Tracy Larkin-Thomason, NDOT
TLarkin@dot.nv.gov

CC:

Darin Tedford, NDOT
Sajid Sulahria, NDOT
Natalie Caffaratti, NDOT
Kirsten Kehe, NDOT
Norfa Lanuza, NDOT
Natalie Lieb, NDOT
Bill Thomas, RTC Washoe
Dale Keller, RTC Washoe
Judy Tortelli, RTC Washoe
Susan Klekar, FHWA
Rodney Whitfield, FHWA
Amy Inglis, FHWA
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U. S. Department of Transportation
Federal Highway Administration

Federal-Aid Ineligibility Notification

TO:

Ms. Tracy Larkin-Thomason
Director
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712

NOTIFICATION NUMBER: 2023-001

- Initial
- Revised
- Cancelled

Use the same notification number shown on the initial notification.

PROJECT NUMBER:

0031(149)

Items identified below or on the attached sheet have been determined to be ineligible for Federal-aid reimbursement for the reasons stated:

ITEM:	TOTAL COST
<p>On June 29, 2022, the Nevada State Historic Preservation Office (SHPO) provided concurrence to the "No Adverse Effect" finding from the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) for one bore hole in the Truckee Riverbed and one bore hole adjacent to one of the bridge abutments, in accordance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. §300101 et seq.).</p> <p>However, prompted by the Carson-Truckee Water Conservancy District's discovery that holes were bored without a US Army Corps of Engineers (USACE) Section 408 program permit, it was determined that the RTC Washoe proceeded with boring eight additional holes without initiating Section 106 consultation with the NDOT, FHWA, and SHPO. Furthermore, the Tribes in Washoe County were not invited to review and monitor the work in the Truckee River area, which is proposed to be designated as a Traditional Cultural Property (TCP). The NDOT notified the Nevada SHPO of the additional holes in their letter dated October 4, 2022. On November 1, 2022, the Nevada SHPO replied with a closure of consultation on the project and a referral to the Advisory Council on Historic Preservation (ACHP).</p> <p>The FHWA Nevada Division has determined that, while no historic properties were adversely affected by the actions of RTC Washoe, a procedural violation of Section 106 was committed. The actions undertaken did not comply with the Section 106 process described in 36 CFR 800 to adequately identify the area of potential effect (36 CFR 800.4) and include the appropriate consulting parties to review the proposed boreholes beforehand (36 CFR 800.2(c)).</p> <p>The PE costs of \$746,250.86 incurred before the Nevada SHPO's concurrence on June 29, 2022 are considered ineligible for Federal participation. The PE activities conducted before the June 29, 2022 date are considered to not be in full compliance with the Section 106 process.</p> <p>The Federal share of \$708,938.32 reimbursed to the NDOT must be credited to the FHWA within 30 days. The NDOT must provide documentation and certify by letter from the Assistant Director of Administration that payback has been made.</p>	<p>\$746,250.86</p>

TOTAL INELIGIBLE COST	\$ <u>746,250.86</u>
FEDERAL SHARE BILLED	\$ <u>708,938.32</u>

The above items shall not be claimed until corrective action has been taken and approved by FHWA on a Form FHWA-1367. If the costs have been paid by FHWA, credits are due on the next request for reimbursement.

DISTRIBUTION:

Darin Tedford, NDOT; Sajid Sulahria, NDOT; Norfa Lanuza, NDOT; Natalie Lieb, NDOT

SIGNATURE

SUSAN E KLEKAR

Digitally signed by SUSAN E
KLEKAR
Date: 2023.05.31 15:59:36 -0700'

TITLE

Division Administrator

DATE

05/31/2023



JOE LOMBARDO
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

TRACY LARKIN THOMASON, P.E.
Director

June 14, 2023

Mr. William Thomas, RTC Executive Director
Regional Transportation Commission of Washoe County, Nevada
1105 Terminal Way
Reno, NV 89502

Subject: Repayment for Financial Ineligibility of Arlington Ave. Bridges Replacement Project (EA74386),
STBG-0031(149)

Dear Mr. Thomas,

On May 31, 2023, the Nevada Department of Transportation received the attached letter from the FHWA Nevada Division.

After reviewing the circumstances in the letter, the FHWA Nevada Division determined that a procedural violation of Section 106 was committed and all preliminary engineering costs incurred before June 29, 2022 are considered ineligible for Federal participation. This means that the project PE costs of \$746,250.86 incurred before the Nevada SHPO's concurrence on June 29, 2022 are considered ineligible for Federal participation. The Federal share of \$708,938.32 reimbursed to the RTC must be credited to the FHWA within 30 days.

Per the Local Public Agency Cooperative Agreement # PR280-21-063 between NDOT and the RTC, the RTC is responsible for 100% of all costs not eligible for Federal Funding, therefore, NDOT is requesting payment of the \$708,938.32.

Payment must be made to NDOT and credited to the FHWA by June 30, 2023, per the FHWA mandated timeframe.

Thank you in advance for your prompt attention to this matter.

A handwritten signature in blue ink that reads "Darin Tedford".

Darin Tedford
Deputy Director Administration, Planning and Performance

Tracy Larkin Thomason, Director, NDOT
Sajid Sulahria, NDOT
Natalie Caffaratti, NDOT
Kirsten Kehe, NDOT
Norfa Lanuza, NDOT

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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

June 15, 2023

NEVADA DEPARTMENT OF TRANSPORTATION

c/o Darin Tedford, Deputy Director of Administration, Planning and Performance

1263 S. Stewart St.

Carson City, NV 89712

Via Email

Mr. Tedford,

RTC received NDOT’s letter dated June 14, 2023, regarding FHWA’s letter to NDOT dated May 31, 2023. FHWA has made an initial determination that certain expenditures on the Arlington Avenue Bridges Project are ineligible for federal funding and has directed that NDOT pay that amount to FHWA within 30 days (i.e., by June 30, 2023). NDOT has directed that RTC pay that amount to NDOT so that it can be paid to FHWA by that deadline. The letters are enclosed. RTC requests additional time to consider FHWA’s determination and NDOT’s direction, and to explore opportunities to continue working with FHWA and NDOT to cooperatively resolve this matter. It is our understanding that there may be some type of informal process or common practice for these types of situations, and the additional time will allow us to gather more information and understanding. RTC is attempting to schedule meetings with NDOT to discuss this matter as soon as possible.

RTC respectfully requests a 30-day extension of the deadline (i.e., by July 30, 2023). Please consider this request and confirm whether the extension will be granted.

Sincerely,

Bill Thomas, AICP

Executive Director

Building a Better Community Through Quality Transportation

ecc:

Tracy Larkin-Thomason, NDOT
Sajid Sulahria, NDOT
Natalie Caffaratti, NDOT
Kirsten Kehe, NDOT
Norfa Lanuza, NDOT
Natalie Lieb, NDOT
Dale Keller, RTC Washoe

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Amy Inglis, FHWA
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Ricardo Pomales, FHWA

Abdelmoez Abdalla, FHWA
Andrea Gutierrez, FHWA



JOE LOMBARDO
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

TRACY LARKIN THOMASON, P.E.
Director

July 13, 2023

William A. Thomas, AICP
Director
Washoe Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Re: Arlington Ave. Bridge Project – NHPA compliance

Dear Mr. Thomas:

This letter is to confirm previous communications with you related to the National Historic Preservation Act compliance issues at the Regional Transportation Commission (RTC) of Washoe County's Arlington Avenue Bridges Replacement Project - Federal Number: 0031(149); EA Number: 74386 (Project). On May 31, 2023, the Nevada Department of Transportation (NDOT) received notice from the Federal Highway Administration Division Administrator (FHWA Nevada Division), Susan E. Klekar, that certain monies expended prior to June 29, 2022, for preliminary engineering costs related to that Project would be disqualified from federal reimbursement. A copy of that correspondence was provided to RTC by letter dated June 14, 2023.

The basis for this disqualification was the discovery that RTC's contractor had conducted an additional eight boreholes at the bridge without obtaining US Army Corps of Engineers Section 408 program permits and without initiating Section 106 consultation with NDOT, FHWA, and SHPO.¹ Moreover, FHWA determined that RTC has also failed to engage with the Washoe Tribes in the review and monitoring of the Project based on a proposed designation of the Truckee River area as a Traditional Cultural Property.

In response to this notice, and at RTC's request, NDOT has asked for additional time to permit the logistics of such a disbursement by RTC to take place. FHWA granted an additional thirty days in response to this request. Thus, repayment of the \$708,938.32 disallowed reimbursed expenditures is now due no later than July 31, 2023.

RTC has raised questions to NDOT about whether the laws cited in the notice are subject to any other interpretation, whether there may be an appeal to the FHWA's determination, and whether the amount identified may be subject to reduction through negotiations with FHWA. Answers to these questions can likely be found in 36 CFR §§ 800 *et seq.* These regulations help to implement compliance with Section 106 of the NHPA and govern the processes for review of proposed projects and programs under NHPA and the National Environmental Protection Act (NEPA), including this Project. A preliminary

¹ While RTC and NDOT had approval for one bore hole in the riverbed and one near the bridge abutment, it exceeded the scope of that authority and drilled an additional eight bore holes.

review of these regulations does not support an appeal process and as discussed below; the amount disqualified could have been much greater than the costs of preliminary engineering done prior to June 22, 2022.

Pursuant to 36 CFR § 800.1(c), the agency official – in this instance, the FHWA District Official must fulfill the requirements of Section 106 and ensure compliance with these processes. “The agency official has approval authority for the undertaking and can commit the Federal Agency to take appropriate action for a specific undertaking as a result of Section 106 compliance.”² This means that the FHWA DO of Nevada approves and obligates federal monies for projects where Section 106 compliance is found, or as here, in cases where compliance is not found, it can refuse to use federal funds for such a project or any part of it.

Under Section 106, the project applicant must consult with the State historic preservation official and with Indian Tribes, representatives of local governments, and other applicants for federal assistance, permits, and other approvals, among others. 36 CFR § 800.2(a)(4). While RTC did consult with the SHPO and obtain their support for a single borehole in the riverbed and another single borehole near the bridge abutment, the FHWA DO of Nevada was advised of additional boreholes drilled by RTC without consultation or a finding of no adverse effects and, based on that information as well as the fact that RTC did not consult with Tribal representatives to obtain their input on the proposed project, determined that RTC was not compliant with Section 106, requiring return of all costs for preliminary engineering incurred prior to the date of June 29, 2022.

Further discussions with the FHWA Nevada Division have confirmed that the decision to require the refund of the reimbursed monies stands. Thank you for your attention to this matter.

Sincerely,



Darin Tedford
Deputy Director
Nevada Department of Transportation

² Undertaking means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval. 36 CFR § 800.16(y).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Legislative Update

RECOMMENDED ACTION

Presentation regarding final summary of discussions and actions at the 82nd (2023) Session of the Nevada Legislature. (No Action Required)

BACKGROUND AND DISCUSSION

Michael Hillerby of Kaempfer Crowell, Ltd., is RTC's government affairs representative and will present legislative measures and issues that were considered during the 82nd Session of the Nevada Legislature.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 5.2.

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Keolis Fixed-Route Operations and Maintenance Board presentation update regarding RTC RIDE Service

RECOMMENDED ACTION

Quarterly report from Keolis Transit Services, LLC regarding fixed-route operations and maintenance performance measures. (No Action Required)

BACKGROUND AND DISCUSSION

During the Board Retreat on March 20, 2023, Board Chair Ed Lawson requested that staff present a 'performance' dashboard in its monthly report regarding Keolis' performance metrics. Board Chair Lawson also asked for a quarterly 5-10 minute presentation by Keolis, to see if Keolis is hitting its performance measures as required by their contract. The presentation by Keolis' General Manager, Phil Pumphrey represents Keolis' second quarterly update to the Board for RTC RIDE.

FISCAL IMPACT

There is no fiscal impact related to this presentation.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 5.3.

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Senior Technical Planner

SUBJECT: Verdi Area Multimodal Transportation Study Report

RECOMMENDED ACTION

Approve the Verdi Area Multimodal Transportation Study.

BACKGROUND AND DISCUSSION

The Verdi Area Multimodal Transportation Study was developed to identify needs and potential transportation improvements for regional roads in the growing Verdi area. The study focuses on the analysis of traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

Public involvement has been an important component of the study. The first public information meeting was held on June 10th, 2022. The study team hosted “A Coffee with the RTC” at a local coffee shop and distributed fact sheets and information regarding an online survey. The survey received 273 responses. This initial feedback from the public outreach event assisted the team with identifying areas of concern. A second public information meeting was held on May 30th, 2023, at the Verdi Public Library to provide a forum for the study team to present recommendations and solicit feedback. In addition, the study team attended and provided presentations at multiple Citizen’s Advisory Board meetings to discuss the study and share its findings.

The study team has developed a study report that documents both the analysis results and potential transportation improvements in the Verdi area. Potential projects identified in the Verdi Area Multimodal Transportation Study will be reviewed and prioritized during the development of the updated Regional Transportation Plan (RTP). In addition, the RTC will coordinate with our partner agencies to implement safety and traffic operations improvements through existing RTC programs.

Some highlights and preliminary recommendations of the report include the following:

- Safety and operational improvements on I-80, including, median barriers, wildlife fencing, and removal of rumble strips.
- Bridge and interchange improvements on I-80, including bicycle and pedestrian facilities on the Garson Road Bridge.
- Widening of I-80 to three lanes in each direction to accommodate future capacity needs.

The above recommendations will require continued coordination with the Nevada Department of Transportation (NDOT), and are expected to be further vetted in terms of timing and funding through the RTP update. In addition, there are several project recommendations for regional and local roads in the Verdi community, which primarily address pedestrian and bicycle connectivity in the form of share use paths. Lastly, there are two different alternatives for improving safety and operations for Verdi Road between Bridge Street and Cabela Drive. The attached report provides further details on planning level cost estimates and potential implementation priority.

FISCAL IMPACT

The study is paid for by federal planning funds and is included in the Unified Planning Work Program (UPWP) for FY 2024.

PREVIOUS BOARD ACTION

- | | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/17/2021 | Approved a Contract with CA Group, Inc., for consulting services on the Verdi Area Multimodal Transportation Study, in an amount not-to-exceed \$97,150. |
| 08/20/2021 | Authorized a Request for Proposals for the Verdi Area Multimodal Transportation Study. |
| 04/16/2021 | Approved the FY 2022 – FY 2023 Unified Planning Work Program. |

VERDI AREA MULTIMODAL STUDY



PREPARED BY:



An Employee Owned Company

CA Group, Inc

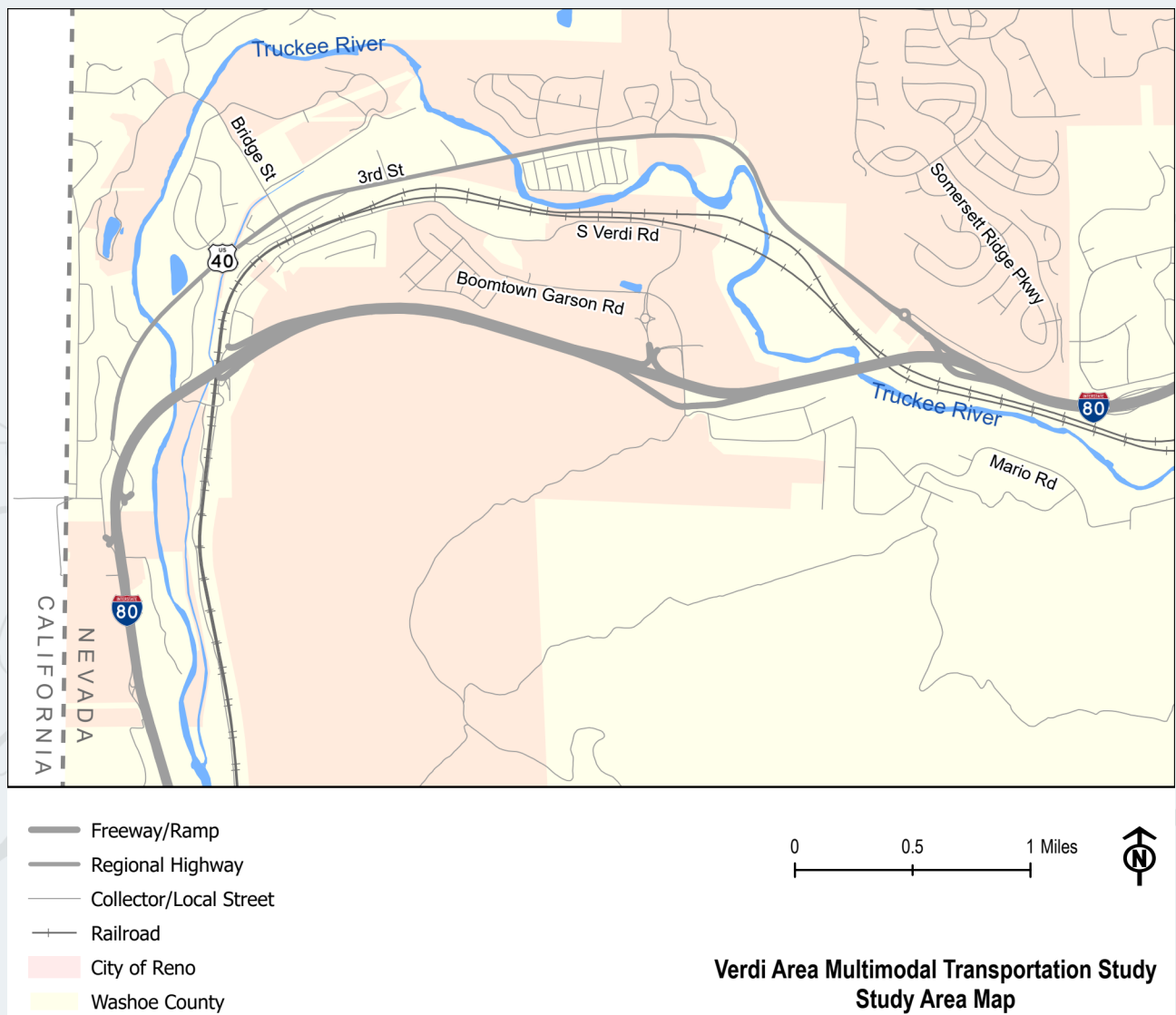
Parametrix

INTRODUCTION

The Verdi Area Multimodal Study was led by the Regional Transportation Commission (RTC) of Washoe County in in close collaboration with Washoe County and the City of Reno. Project partners included the Nevada Department of Transportation (NDOT) and local Verdi community.

The Verdi area was once a rural suburb of the urbanized Reno area. As a result of the development and growth in the metro Reno area, Verdi has experienced residential and commercial growth and is now anticipating potential transportation concerns. In addition, Interstate 80 (I-80) and Union Pacific Railroad mainline, linking Reno to San Francisco, cut through the middle of the Verdi area, creating barriers for local north/south travel for all modes of travel.

This study looked at existing and future transportation issues and opportunities within the Verdi area. The existing conditions analysis considered traffic volumes, transportation safety, transit service, pedestrian and bicycle facilities, and land use. The study then identified different types of transportation needs based on technical analyses and community/stakeholder outreach. The resulting outcome is a set of recommendations for enhancing mobility and safety for all users within and through the Verdi area. This report outlines the process and its significant findings.





Understanding existing conditions in the Verdi study area was essential to identifying current concerns and future complications. The study team conducted extensive analysis of existing facilities and conditions, including safety, traffic congestion, land use, transit service, active transportation facilities (i.e., bicycles and pedestrians), and off-highway vehicle (OHV) usage.

SAFETY

Safety is always a primary concern for residents, agencies, and the study team. Crash data within the study area was collected from January 1, 2015, through December 31, 2019. Most of the crashes (86%) within the Verdi area were along the I-80 corridor. This is concerning because higher speeds typically result in higher injury severity crashes. All six fatal crashes within the area occurred along I-80 and resulted in seven fatalities. These fatalities included two motorcycle crashes. A primary concern along I-80 is the absence of a median barrier preventing vehicles from crossing over and resulting in head-on collisions (see **Figure 1**). Crash rates outside of the I-80 corridor were much less severe, and of the 48 crashes outside of I-80, 21 were along 3rd Street. The primary concern of these crashes were the three pedestrian incidents and one bicycle. There were not fatalities; however, any collision with a vulnerable user can easily

result in a high-severity crash or fatality.

The rural nature of Verdi and nearby forest create wildlife-vehicle conflict concerns. These collisions along low-speed roads typically result in property damage-only crashes. However, along high-speed I-80 they can quickly become high severity or fatal crashes. Thirty-two wildlife-vehicle crashes occurred during the five-year crash period. This area was identified as high-priority in NDOT's *2018 Wildlife-Vehicle Conflict Prioritization* report. Speed is a common concern for residential areas, including for Verdi residents. As part of this study, the University of Nevada, Reno (UNR) Center for Advanced Transportation Education and Research utilized experimental data gathering by acquiring car data from newer cars (such as Teslas) to obtain vehicle speed data from March 9th through 11th, 2022, and on the weekend of March 13th and 14th, 2022. This data was collected in a manner that vehicles maintained autonomy. The data showed speeds exceeding the posted 65 miles per hour along I-80. However, local street speeds were more consistent with posted speed limits (see **Table 1**). While this data is only a small representation of daily traffic along these roadways, it demonstrates the rural nature and limited width roadways within Verdi tend to keep speeds closer to posted speed limits.

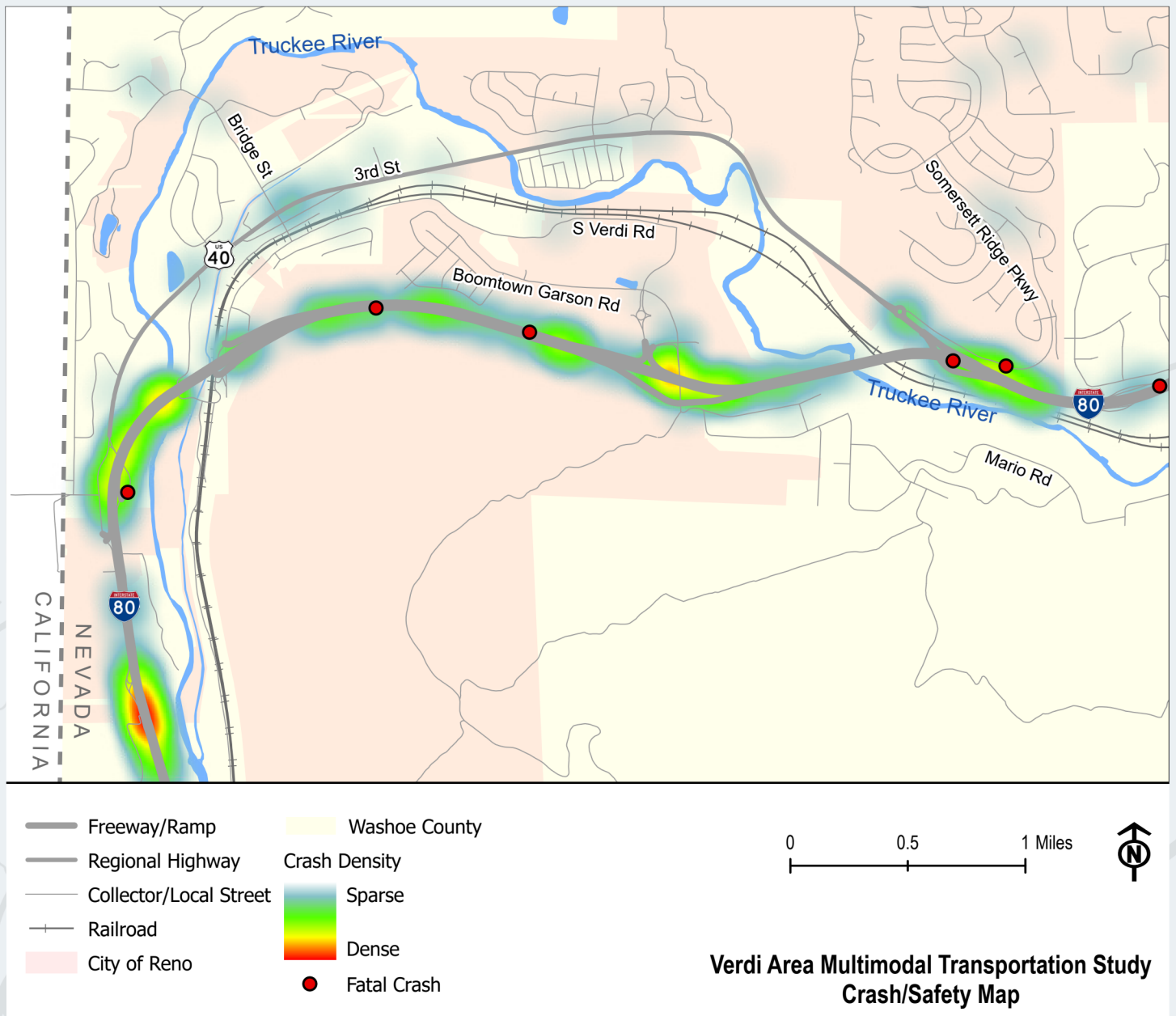
Table 1. 2022 Speed Data Collection

Route	Posted	Weekday	Weekend	Data Sets
US 40 East	45 mph*	37 mph	38 mph	210
US 40 West	45 mph*	37 mph	39 mph	74
I-80 East	65 mph	70 mph	70 mph	308
I-80 West	65 mph	70 mph	70 mph	474
Bridge St	25 mph	15 mph	18 mph	43
S. Verdi Rd	25 mph	28 mph	28 mph	23

*Data was taken east of Edinburgh Drive

Source: UNR Center for Advanced Transportation Education and Research, 2022.

Figure 1. Crash Data Map





TRAFFIC CONGESTION

As growth continues within the Verdi area, so will the concern for increased traffic congestion. There are no existing traffic signals within the corridor; however, the primary site of operational traffic concerns is access from I-80. Since I-80 is a controlled access facility, ingress and egress access are limited to interchanges at 4th Street, Garson/Boomtown Road, and Gold Ranch Road. These interchanges are older and not standard diamond, single-point diamond, or diverging diamond interchanges. They also primarily provide access to the north side of I-80 with non-typical access to the south side. Extenuating this concern are the proposed developments south of I-80 near the Garson/Boomtown interchange.

Another significant traffic concern for residents is freight and semi-truck traffic. Verdi is the gateway for westbound I-80 into the Sierra Nevadas and Donner Pass, which lead to Sacramento and the San Francisco Bay Area. As such, the Gold Ranch interchange often becomes a closure point for I-80 during inclement winter weather, and semi-trucks park along I-80, 3rd Street, and other local roads. Because of the cold weather, the parked trucks keep their engines running, creating additional emissions and noise pollution. Furthermore,

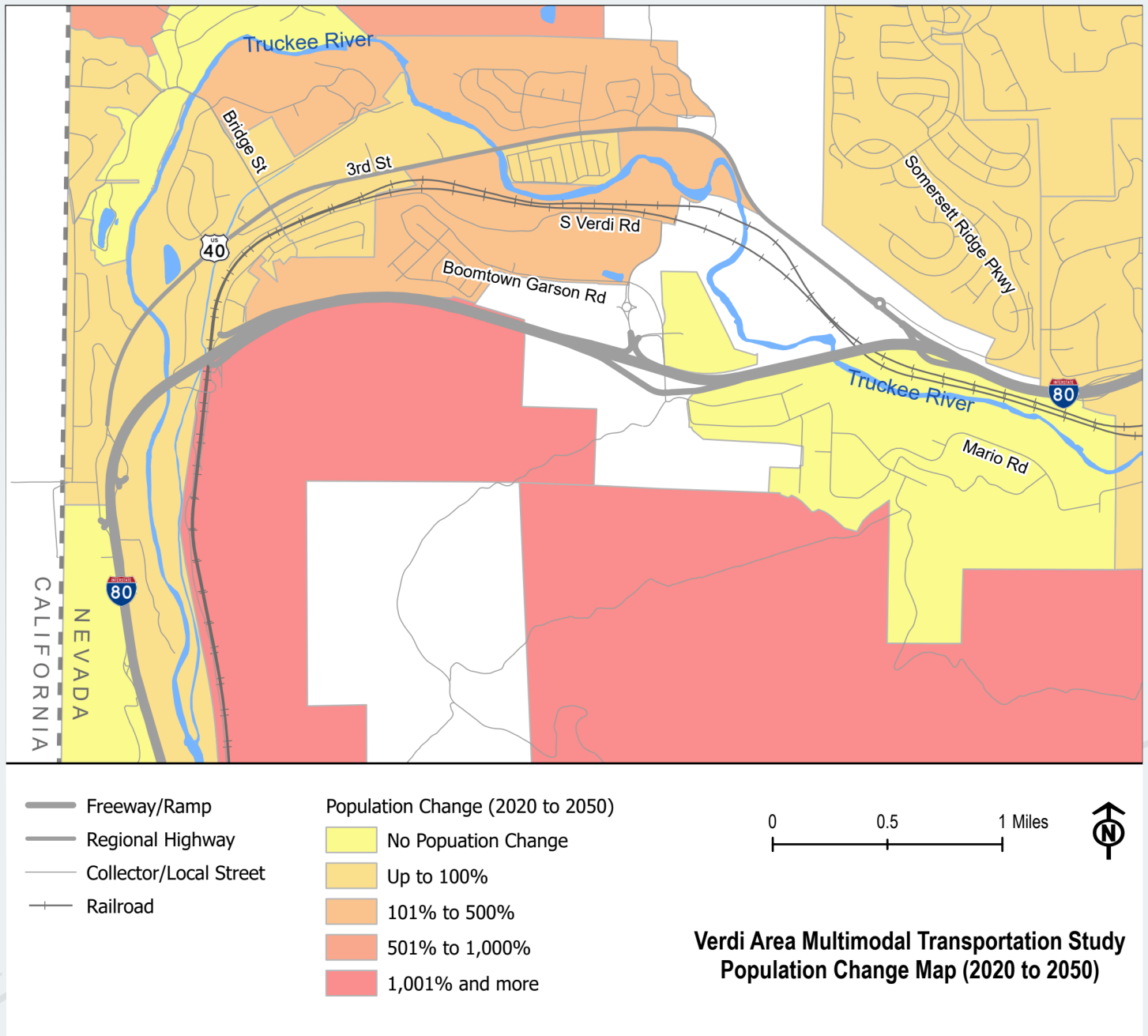
shoulder widths are not conducive to truck parking, so trucks often extend into existing travel lanes and create additional safety concerns.

LAND USE

Current Land Use. Verdi has historically been a rural residential area. The Truckee River runs through Verdi, which has led to the development of multiple parks in the area. However, zoning changes have resulted in additional residential and commercial development in the past fifteen years. Most recently, a higher-density residential area and a commercial distribution facility were developed near and adjacent to (respectively) the Garson/Boomtown Interchange.

Future Land Use. Several major developments are planned or in the early stages of development for the Verdi area. These developments include Mortensen Ranch, Meridian 120 South, and Santerra. Mortensen Ranch is anticipated to bring 676 homes to the area, while Santerra is planned to bring 1225 homes. **Figure 2** on the following page shows the anticipated growth in population from 2020 to 2050. While full build-out of these developments could take approximately five to ten years (or more), this increased development will likely require enhanced access to I-80.

Figure 2. Population Change



TRANSIT

Most of the study area, primarily north of I-80, is served by the RTC's FlexRide transit service. FlexRide provides a more customized approach to service as users book their rides through the app, on their computer, or by phone. An RTC shuttle van arrives at the specified time and pickup location, similar to other rideshares (e.g., Uber or Lyft). FlexRide is a newer form of transit for RTC and transit agencies nationwide. One concern presented through meetings and outreach is a lack of knowledge of the service and how to use it.



BICYCLE FACILITIES

Bicycle facilities in the existing Verdi area are relatively limited. Bicycle lanes only exist along 3rd and 4th Street and for a small portion of the Boomtown/Garson Road in new development areas. Despite limited facilities, the 3rd and 4th Street bike lanes are popular among local bicycle groups. One constraint of the existing bicycle lanes is that the termination through the Edinburgh roundabout creates confusion amongst drivers and bicyclists.

PEDESTRIAN FACILITIES

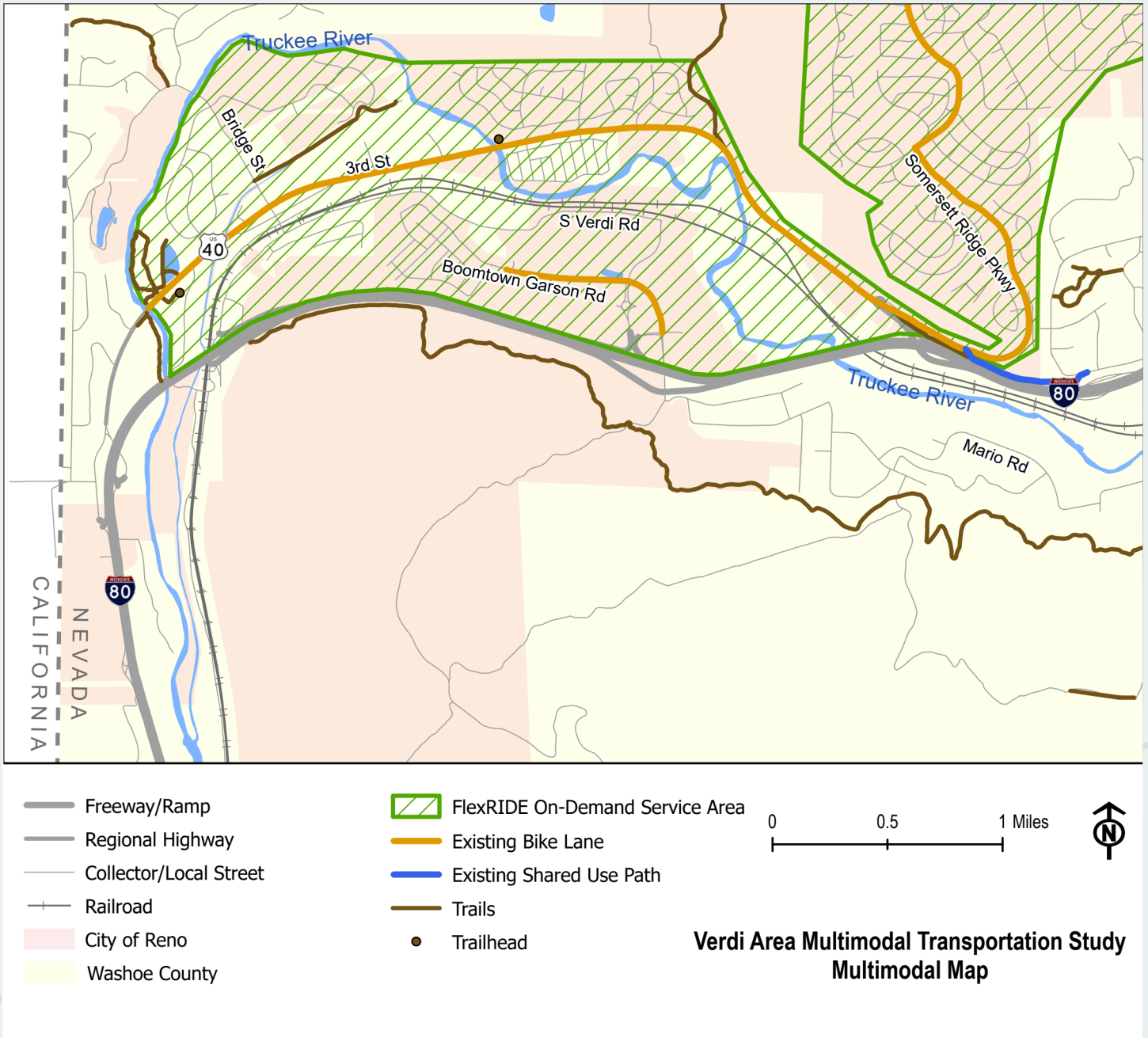
Similar to the limited bicycle facilities, there is a lack of sidewalks throughout the Verdi area. Sidewalks only exist in the newly developed areas near Boomtown/Garson Road. A trail was constructed as part of the Quest 2 development by Valley Homes, connecting the higher portion of Verdi near Boomtown/Garson Road to downtown Verdi with a connection to Verdi Road. Many roads within the Verdi area have posted speed limits of 35 miles per hour or lower, so many residents utilize the local paved roads as pedestrian users.

RECREATIONAL

The Verdi area is surrounded by National Forest and bisected by the Truckee River. These natural resources attract a wide variety of users looking for access through and within the Verdi area. Not only do bicyclists and pedestrians utilize the area, but so do OHV users. Within Washoe County, properly registered OHVs can legally use local roads under a 45-mile-per-hour posted speed limit or within two miles of an OHV trail. They must, however, follow all rules of the road as vehicles.

Figure 3 on the following page shows the various multimodal facilities within the Verdi area.

Figure 3. Multimodal Facilities



Public and stakeholder involvement has been a critical component of the development of this study.

The study team identified a Technical Advisory Committee (TAC) and presented information to the TAC throughout the project. This committee included staff from Washoe RTC, NDOT, Washoe County, the City of Reno, Washoe County School District, and the Truckee Meadows Regional Planning Agency (TMRPA). Meetings were conducted virtually to solicit stakeholder comments on the existing conditions analysis (meeting #1) as well as brainstorming and potential recommendations (meeting #2).

The study team also held a series of meetings with leadership from RTC and NDOT. The purpose of these meetings was to review feedback received during the virtual public meeting and public comment period and reach a consensus about the study direction. This direction helped inform the alternatives development and recommendations phases.

PUBLIC OUTREACH

Public outreach was conducted at two critical points during the planning process: during the existing conditions/visioning development and initial review of draft recommendations.

The first public information meeting was held on June 10th, 2022. The study team hosted "A Coffee with the RTC" at a local Verdi coffee shop and distributed a fact sheet and information regarding an online survey. The six-question survey solicited feedback about areas of concern and guidance on where additional multimodal facilities (such as bicycle and pedestrian facilities) would be preferred. The online survey was available for four weeks. This initial feedback from the public

outreach event assisted the team with identifying areas of concern. A second public information meeting was held on May 30th, 2023, at the Verdi Public Library to provide a forum for the study team to present recommendations and solicit feedback.

In addition, the study team attended and provided presentations at multiple Citizen's Advisory Board meetings to discuss the study and share its findings.

IDENTIFIED ISSUES AND CONCERNS

Through the existing conditions evaluations and the first public meeting conducted, the project team identified several issues and opportunities for enhancement. In addition to analysis and public outreach, the study team toured the area with a Citizen Advisory Board (CAB) member to better understand local concerns. Primary concerns identified include:

- » Truck parking along I-80 and on local roadways during inclement winter weather.
- » South Verdi Road is the minimum allowable road width, with an embankment on the north side. When roads are wet or icy, this becomes a dangerous combination, as several cars have driven off the road.
- » The Boomtown/Garson Road Interchange's capacity and ability to accommodate future growth and development.
- » A need for enhanced pedestrian access.
- » A need for enhanced bicycle facilities along 3rd Street.
- » Improving the limited sight distance for pedestrians and bicyclists at the Truckee River Bridge on Crystal Park Road.

RECOMMENDED IMPROVEMENTS

This study evaluated and developed vehicular, pedestrian, bicycle, and transit concepts. Key factors considered as part of this screening included safety for all modes of transportation, vehicular access, future development, and public and stakeholder feedback. Various recommendations were developed to improve freeway access, mitigate safety concerns, and improve non-motorized facility conditions within the study area. Improvement concepts have been classified by mode and focused on areas where outstanding needs have been identified.

VEHICULAR IMPROVEMENTS - I-80

Driver safety was crucial for recommendations on I-80 through the study area, with traffic operations and congestion also considered. **Table**

2 summarizes issues and needs along I-80 and proposed improvements. The long-term needs of I-80 include projects with significant costs. NDOT maintains ownership of the I-80 corridor, and proposed improvements would need to be considered in their OneNevada plan for short-term and long-term planning. The improvements below do not require NDOT implementation but are presented for future consideration. NDOT plans to implement improvements I.1 and I.2 as part of Contract 3947 and will begin construction in Summer 2023. In addition, NDOT and RTC are in the early stages of coordinating the reconstruction of the Garson Road bridge structure to address concerns and provide forward compatibility for future needs.

Table 2. Corridor Needs and Proposed Improvements

Corridor Issue and Need	Proposed Improvements	Project ID
I-80 is identified as a high-priority area for wildlife-vehicle collisions.	Construct wildlife fencing along the I-80 corridor.	I.1
NDOT has received noise complaints for rumble strips along I-80.	Remove rumble strips within close proximity to residential areas.	I.2
Crash data identifies median crossovers result in severe or fatal crashes.	Install median barrier to separate eastbound and westbound I-80 traffic.	I.3
Future traffic demands south of I-80 will require better access and laneage.	Widen or reconstruct Garson Road Bridge/ Interchange and include pedestrian/bicycle facility	I.4
Current geometry of the Gold Ranch Interchange is non-typical and not operationally efficient. Eastbound on-ramp presents concerns for traffic entering I-80.	Reconfigure and reconstruct Gold Ranch Interchange and bridge	I.5
Projected 2050 traffic volumes will exceed current I-80 two lane capacity.	Widen I-80 to three lanes in each direction within the study area	I.6
Current I-80 bridges over the Truckee River limit the ability to modify Gold Ranch interchange and address local road sight distance concerns.	Widen I-80 bridges over Truckee River to accommodate potential Gold Ranch interchange enhancement and provide additional sight distance on Crystal Park Road.	I.7

VEHICULAR IMPROVEMENTS - REGIONAL ROADS

A primary concern expressed by many residents was the safety and efficacy of South Verdi Road. South Verdi Road is a twenty-two-foot wide roadway with a steepened cut slope on the south side and approximately 2:1 embankment fill on the north side. The road handles two-way traffic and poses safety concerns in the wintertime due to the grade of the road and the potential to slide off the road and down the embankment. There is no additional room provided for pedestrians or bicyclists. Due to the terrain adjacent to the roadway, widening the roadway will have a significant cost. The roadway currently handles approximately 420 cars daily, which will result in a low benefit/cost ratio for widening.

The study team identified two recommendations for South Verdi Road. The first recommendation is a short-term, cost-effective solution to alleviate safety concerns and provide enhanced bicycle/pedestrian access. The short-term option would be to eliminate one-way of travel, thus making the road a one-way road with a 10-foot travel lane to control speeds. The narrowed traffic lane would also allow for a guardrail to be installed on the north side and an eight-foot wide shared-use path to be striped for pedestrian and bicycle access.

The other recommendation is a long-term vehicular-only improvement that would widen the roadway to the south, resulting in an approximate five to eight-foot retaining wall being constructed on the south side. This would create enough width to construct a guardrail on the north side and provide an eleven-foot lane in each direction with two-foot buffers between the shoulder and a barrier on each side. Dedicated bicycle or

pedestrian facilities would not be included due to the significant additional costs for taller and additional retaining walls.

Additional options discussed by the Verdi community during the second public meeting included evaluating a full closure of Verdi Road, except for some residential accesses, and allowing only bicyclists and pedestrians. Another lower-cost option would be constructing retaining walls on the south side at the roadway curve locations to provide improved sight distance.

A survey was also conducted during the second public meeting to identify a preference between the various options. This survey resulted in a near tie in the community's preferences. As a South Verdi improvement project moves forward, additional outreach should be conducted to identify a community, City, and County preferred option.

One issue that will need to be considered in the development of either option is a majority of South Verdi Road is within Union Pacific Railroad (UPRR) and would require a diagnostic site visit and approval for any improvements. It is anticipated that the UPRR diagnostic site visit would require an upgrade to signal equipment at the signalized UPRR at-grade crossing at Bridge Street.





PEDESTRIAN AND BICYCLE IMPROVEMENTS

To accommodate pedestrians and bicyclists, improvements will enhance existing facilities and provide new facilities on the primary roads within the Verdi area. Because there is a designated bicycle lane on 3rd Street, several recommendations seek to enhance pedestrian and bicyclist access along this particular roadway. New facilities along Bridge Street are recommended to improve safety and access to the elementary school and library north of 3rd Street and over the canal parallel to 3rd Street. New pedestrian and bicycle facilities are recommended between 3rd Street and South Verdi Road to provide a safer facility for the UPRR crossing. It is also recommended that future developments provide pedestrian and bicycle access to the proposed facilities via local low-speed roadway or tie-in directly.

Table 3 summarizes these proposed bicycle and pedestrian facilities.

Table 3. Proposed Recommendations

Project ID	Proposed Recommendations
RM.1	Enhance the Edinburgh Roundabout. Add sidewalk bicycle ramps to allow bicyclists to safely exit the bike lane and use marked crosswalks to get through. Bicycle ramps on the exit side will enable bicyclists to enter the exiting bike lane safely.
RM.2	Provide a shared use path along 3rd Street for use by pedestrians and recreational bicyclists.
RM.3	Provide a shared use path along Crystal Park Drive under the east span of the I-80 bridge structure to avoid limited sight distance for pedestrian and bicyclists on Crystal Park Drive.
RM.4	Provide a shared use path on Bridge Street from 3rd Street to Verdi Elementary School.
RM.5	Provide a shared use path on Bridge Street from 3rd Street to South Verdi Road.
RM.6	Provide a shared use path bridge over the Truckee River along 3rd Street east of downtown Verdi.
RM.7	Provide a shared use path bridge over the Truckee River along 3rd Street west of downtown Verdi.
RM.8	Provide a shared use path bridge over the canal along 3rd Street east of downtown Verdi.

The study team also evaluated other concerns identified through the study process. The following are additional recommendations that should be considered.

FREIGHT

With I-80 running through the heart of the Verdi area, local residents routinely discussed several concerns. The primary concern was semi-trucks parking on local streets during closures of I-80. Truck parking is a concern throughout Nevada and has been evaluated statewide. The study team recommends NDOT continue developing and implementing additional truck parking as discussed as part of the Statewide Freight Plan. Through the development of truck parking east of Verdi and in Reno combined with advanced digital messaging boards, the intent would be to make an effort to encourage semi-trucks to park in those areas, instead of Verdi, during closure events.

The study team also discussed opportunities to identify potential park-and-ride areas that could double as truck parking during severe weather and I-80 closures to minimize truck parking on local streets. These park-and-ride opportunities and advanced parking developments should be considered in the upcoming RTC regional freight study to address freight movements through Washoe County on a larger regional scale and identify regional enhancements that would benefit the Verdi area.

PARK-AND-RIDES

A unique characteristic of the Verdi area is that most of the land use is residential. Limited local area employment areas will require most in-office workers to commute to Reno. The closest significant employment center is downtown Reno, approximately nine miles east of downtown Verdi.

These circumstances provide a great car-sharing opportunity, especially with the establishment of additional convenient and secure park-and-ride locations. For example, the reconstruction of the Gold Ranch interchange may provide an opportunity for a new park-and-ride location. Partnerships with local businesses such as Boomtown Casino may present win-win scenarios where the RTC can save on capital improvement and maintenance costs while the local business can benefit from park-and-rides users visiting their business before or after their trip. Private parcels that could be in desirable locations and considered for a willing buyer-willing seller acquisition may also become available. Successful park-and-rides may also present additional express transit alternatives to minimize future traffic congestion.

TRANSIT

As previously mentioned, the RTC FlexRide program is available in the Verdi area. Through the public involvement process, the study team learned that the local community did not know about and/or did not understand how to use the service. It is recommended that the RTC conduct a focused educational campaign within the Verdi area on what the system is and how to use it. With minimal essential services, including medical and food, the FlexRide program has significant potential for increased ridership.

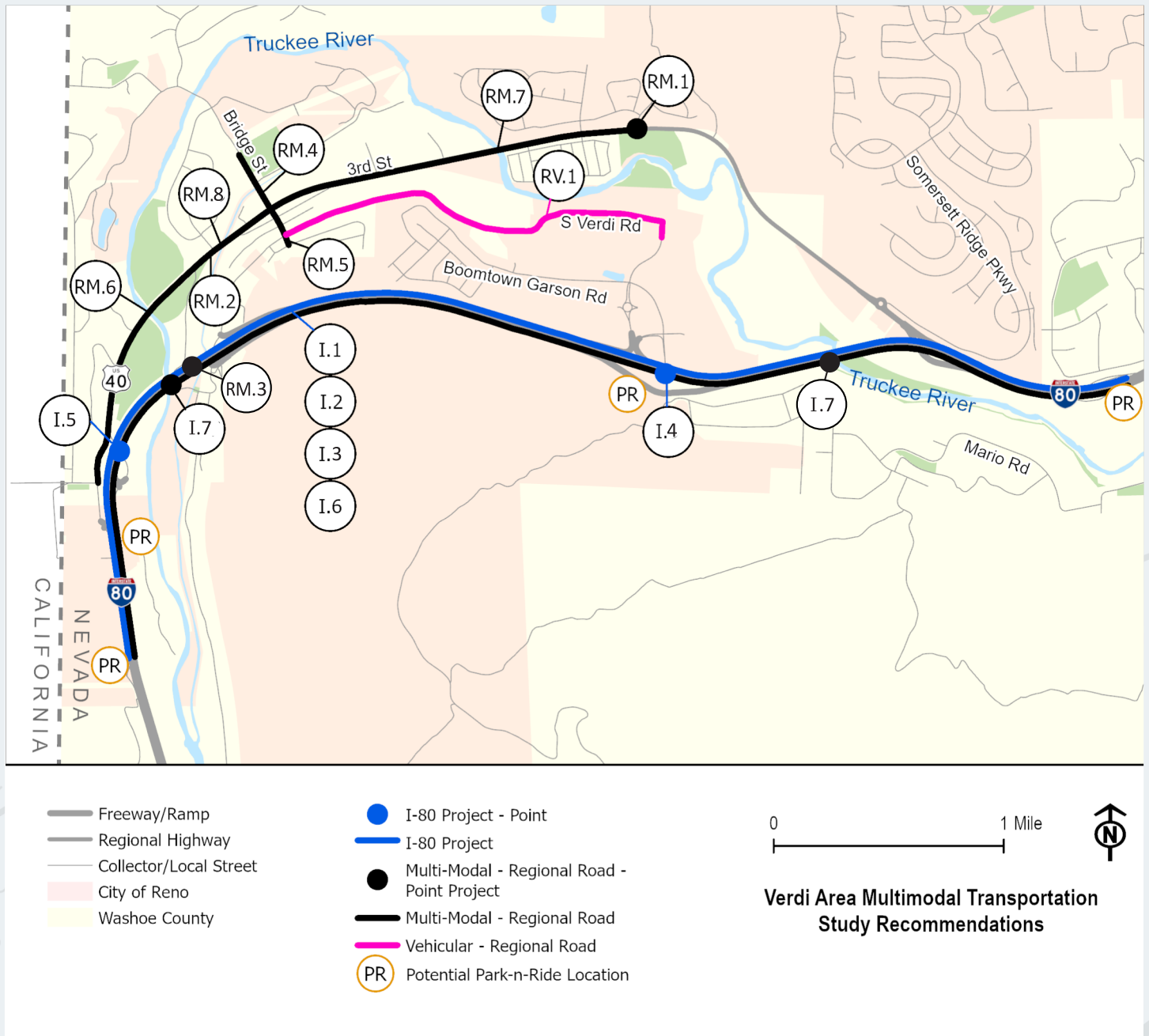
SPEED MANAGEMENT

While initial data collection efforts did not show significant speed concerns away from I-80, the data set was limited. The study team recommends speed management be implemented before speeding concerns increase. This recommendation is focused on reducing the travel lanes along 3rd Street from twelve feet to eleven feet.

RECOMMENDATION SUMMARY

The improvements identified in **Table 2** and recommendations identified in **Table 3** are illustrated below on **Figure 4**. These improvements will enhance the safety and travel of all users in the Verdi area. I-80 and 3rd Street are owned and maintained by NDOT. Partnerships between NDOT, RTC, the City of Reno, and Washoe County will be instrumental in delivering these improvements.

Figure 4 Recommendation Summary



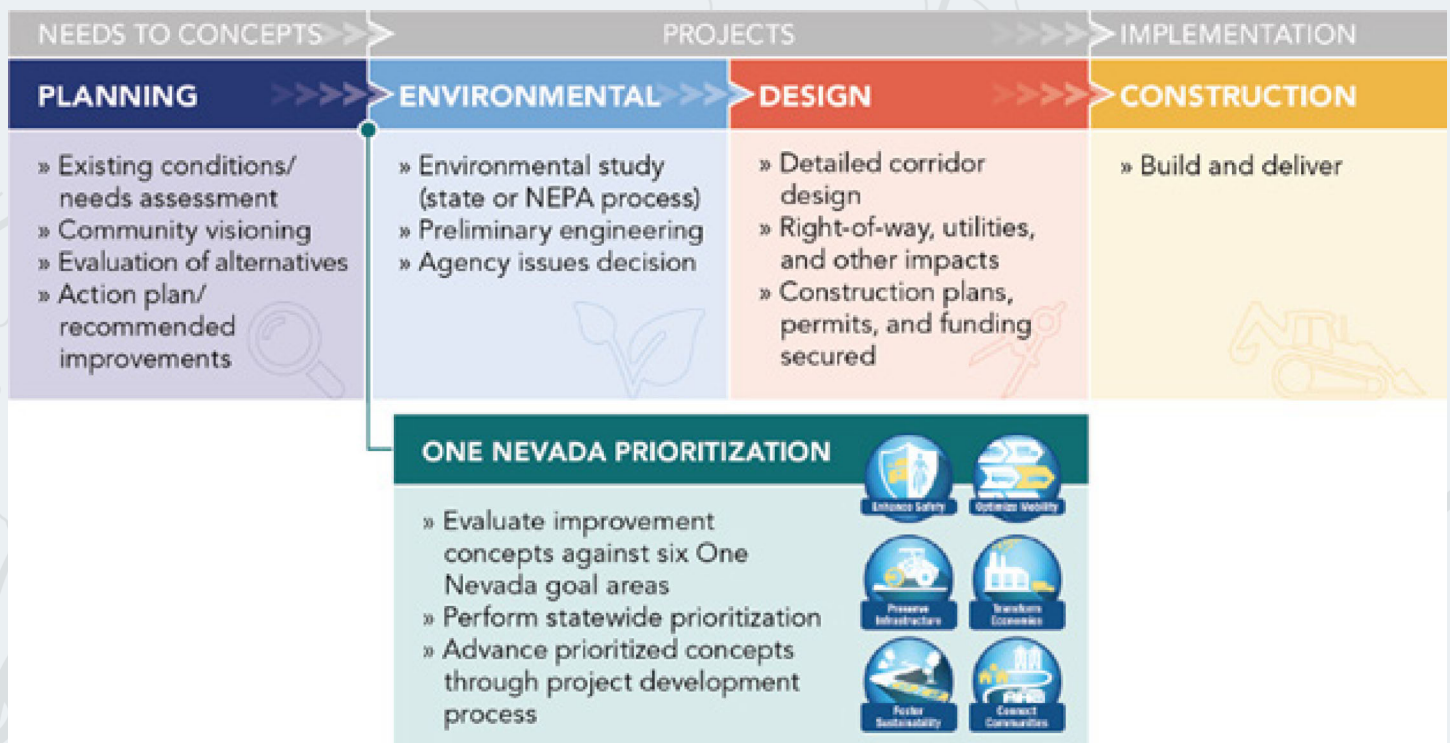
IMPLEMENTATION AND PRIORITIZATION

The next step in the study process is integrating corridor recommendations into RTC’s Regional Transportation Plan (RTP). Federal regulations require that the long-range planning document be updated every four years. The RTP is RTC’s long-range transportation plan as required under federal statute. It contains significant transportation projects and programs for Washoe County for all modes of travel and functions as a central tool for implementing long-range transportation planning. The RTP captures the community’s vision of the transportation system and identifies the projects, programs, and services necessary to achieve that vision which the RTC, member entities, and NDOT may implement. The current 2050 RTP was adopted in 2021 and amended in 2023, with a wholesale update due in 2025.

Because I-80 and 3rd Street are NDOT-owned facilities, RTC will coordinate and partner with NDOT to deliver those roadway improvement projects, including integrating project recommendations

into NDOT’s One Nevada transportation planning process. The One Nevada Transportation Plan is NDOT’s state long-range transportation plan and is built on six critical goal areas that reflect the priorities of Nevada’s public and transportation partners. The One Nevada planning process is a policy framework for project development that allows more informed, data-driven, transparent, and responsive transportation investment decisions.

Near-term opportunities for improvements along I-80 are already proceeding. Construction for NDOT’s Contract 3947 began in Spring 2023 with the removal of rumble strips and installation of wildlife fencing. NDOT is also moving forward with planning and conceptual designs for the replacement of several bridges along I-80, including the Garson Road bridge. This will provide opportunities for future widenings while maintaining adequate bridge clearance and pedestrian/bicycle facilities.



Project ID	Description	Potential Implementation*	Planning Level Cost Range	Type of Improvement			Independent Project
				Safety	Mobility	Multimodal	
I-80 Improvements (Vehicular)							
I.1	Install Wildlife Fencing	Near Term	Contract 3947	✓			Y
I.2	Removal of I-80 Rumble Strips	Near Term	Contract 3947				N/A
I.3	Median Cable or Barrier Rail	Near Term	\$10-12 mil	✓			Y
I.4	Widen/Reconstruct Garson Road Bridge/ Interchange	Mid Term	\$20-25 mil	✓	✓	✓	Y
I.5	Reconfigure/Reconstruct Gold Ranch Interchange & Bridge	Mid Term	\$25-30 mil	✓	✓	✓	Y
I.6	Widen I-80 to three lanes (4th Street to Gold Ranch)	Long Term	\$60-70 mil	✓	✓		Y
I.7	Widen I-80 Bridges over Truckee River to accommodate I.5 and R.3	Mid Term	\$80-100 mil	✓	✓	✓	N
Regional Roads (Pedestrians and Bikes)							
RM.1	Enhance Edinburgh Roundabout with Sidewalk Bike Ramps	Near Term	<\$500k	✓		✓	Y
RM.2	Provide Shared Use Path on 3rd Street	Mid Term	\$1-2 mil	✓	✓	✓	Y
RM.3	Provide Shared Use Path - Crystal Peak Drive Under I-80 Bridge	Near Term	<\$500k	✓	✓	✓	Y
RM.4	Provide Shared Use Path on Bridge Street - 3rd Street to Verdi Elementary	Near Term	<\$500k	✓		✓	Y
RM.5	Provide Shared Use Path on Bridge Street - 3rd Street to Verdi Road	Mid Term	\$1-2 mil	✓	✓	✓	Y
RM.6	Provide Shared Use Path Bridge over Truckee (3rd Street East)	Long Term	\$2-3 mil	✓	✓	✓	Y
RM.7	Provide Shared Use Path Bridge over Truckee (3rd Street West)	Long Term	\$2-3 mil	✓	✓	✓	Y
RM.8	Provide Shared Use Path Bridge over Canal (3rd Street)	Long Term	\$1-2 mil	✓	✓	✓	Y
Regional Roads (Vehicular)							
RV.1	One Way Verdi Road - Bridge Street to Cabela Drive	Near Term	\$1-2 mil	✓		✓	Y
RV.1	Widen Verdi Road - Bridge Street to Cabela Drive	Long Term	\$8-10 mil	✓	✓		Y

* Final implementation to be determined by short and long-term planning documents and OneNevada for NDOT projects.



VERDI AREA MULTIMODAL STUDY



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

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2.1 TRAFFIC OPERATIONS ANALYSIS MEMO



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

To: RTC Washoe County
Date: June 1, 2023
From: CA Group

Subject: Verdi Area Multimodal Study Traffic Operations Analysis Memo

1.0 Traffic Information

1.1 Summary of Existing Studies

Wood Rogers, November 2020, I-80/Garson Rd. Interchange Traffic Report

- This traffic analysis is an all-inclusive study of other TIAs in the area up to 2020. The traffic volumes used in this study have the highest and most conservative volumes.
- The key intersection of this study was at the I-80 eastbound ramps at Garson Road. The 2040 Build volumes closely match the RTC Washoe 2050 TransCAD model.
- The proposed design for the intersection is a mixture of one- and two-lane roundabouts with a bypass lane northbound to eastbound.
- The roundabouts' level of service (LOS) and Degree of Saturation is within the acceptable range.

Solaegui, June 2020, Gold Ranch RV Storage and Convenience Store TIA

- 2040 growth = 2.3%, matching the RTC Washoe 2050 TransCAD model.
- 2040 Build has the northbound Gold Ranch at I-80 westbound off-ramp (Exit 2) at LOS E (stop condition).

Solaegui, March 2019, Mortensen Ranch Traffic Analysis

- 2039 Build volumes are approximately 10% higher than the RTC Washoe 2050 TransCAD model.
- Intersections of 3rd Street/US 40/SR-425 at Waterville Drive and Edinburgh Drive roundabout still operate at an acceptable LOS.
- It recommends installing an exclusive left-turn lane for both eastbound and westbound at the 3rd Street/US 40/SR-425 and Waterville Drive intersection.
- In summary, perform an exclusive left-turn warrant analysis at the intersection of 3rd Street/US 40/SR-425 and Waterville Drive.

1.2 Traffic Analysis

NDOT's historical Annual Average Daily Traffic (AADT) and Average Daily Traffic (ADT) from the latest RTC Washoe travel-demand model were reviewed to understand the traffic growth along the corridor.

Table 1 shows the historical AADT of all the available NDOT TRINA counters within the project limits. There were 25 counters (the blue highlighted are assumed as the data were unavailable). In the past ten years (2011 to 2021), there was some noticeable growth along the corridor. The average growth on the entire corridor was 1.0% (five years) and 2.7% (ten years).

The RTC Washoe TransCAD data for 2020 and 2050 was reviewed to determine the growth rates. **Table 2** shows the ADT along with growth rates for each corridor segment. Overall, an average annual growth rate of 1.3% (I-80) and 2.2% (SR-425) was determined from the TransCAD data.

Table 1. NDOT Historical AADT

Counter	Location	I-80 in Verdi											Annual Growth Rate	
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	5-Year	10-Year
311120	ATR - 0.2 mi E of NV/CA Stateline (9/26/2021) plus	27,000	27,500	25,500	26,500	28,500	30,000	27,922	27,000	27,700	28,700	31,886	1.2%	1.7%
310001	W/B on-ramp of the W Verdi Intch 'Exit 2	1,500	1,900	1,000	1,300	1,100	1,300	1,100	1,300	1,300	1,300	1,707	5.6%	1.3%
310002	W/B off-ramp of the W Verdi Intch 'Exit 1'	40	40	30	40	50	50	40	40	40	150	150	24.6%	14.1%
310010	E/B off-ramp of the W Verdi Intch 'Exit 2'	770	800	650	770	800	870	820	900	940	910	659	-5.4%	-1.5%
310004	W/B off-ramp of the W Verdi Intch 'Exit 2'	2,300	1,900	2,300	2,100	2,100	2,100	2,200	2,400	1,350	1,300	874	-16.1%	-9.2%
310009	E/B on-ramp of the W Verdi Intch 'Exit 2'	1,100	1,200	1,200	1,300	1,200	1,200	1,300	970	960	1,300	1,094	-1.8%	-0.1%
310003	660ft E of the W/B off-ramp 'Exit 2'	3,600	3,200	3,500	3,400	3,100	2,900	3,000	3,150	3,150	3,050	2,953	0.4%	-2.0%
310007	975ft W of Tenaya Ln	1,100	1,500	1,500	1,500	1,100	1,400	1,400	1,600	1,550	1,800	1,845	5.7%	5.3%
310804	Btwn the W Verdi Intch 'Exit 2' & the Verdi Intch 'Exit 3'	27,000	26,000	27,500	28,500	30,000	34,000	34,500	36,000	36,500	33,500	33,036	-0.6%	2.0%
310107	40ft E of Quilici Ranch Rd	160	200	300	200	200	280	230	220	250	230	346	4.3%	8.0%
310016	E/B on-ramp of the Verdi Intch 'Exit 3'	250	300	300	250	300	290	270	260	520	500	392	6.2%	4.6%
310011	W/B off-ramp of the Verdi Intch 'Exit 3'	250	300	250	250	300	290	300	270	270	400	444	8.9%	5.9%
310401	0.8 mi W of the Garson Intch 'Exit 4'	28,000	27,000	26,500	29,000	31,000	34,000	35,000	37,000	36,500	35,500	37,536	2.0%	3.0%
310012	155ft W of 2nd St	1,700	1,700	1,700	1,600	1,700	1,800	2,600	2,000	2,000	1,950	2,092	3.1%	2.1%
310110	125ft N of S Verdi Rd at the RxR tracks	520	550	600	510	550	620	710	640	950	900	748	3.8%	3.7%
310919	620ft E of Bridge St	280	300	350	250	250	340	480	360	360	350	422	4.4%	4.2%
310017	E/B off-ramp of the Garson Intch 'Exit 4'	760	900	1,000	650	700	730	850	720	720	740	702	-0.8%	-0.8%
310021	W/B on-ramp of the Garson Intch 'Exit 4'	1,100	1,500	1,100	800	1,100	1,300	1,300	1,200	1,400	1,150	1,344	0.7%	2.0%
310020	W/B off-ramp of the Garson Intch 'Exit 4'	2,800	2,700	3,100	2,500	3,000	2,700	2,600	1,900	1,900	2,100	2,672	-0.2%	-0.5%
310018	E/B on-ramp of the Garson Intch 'Exit 4'	2,300	2,400	2,700	2,100	2,300	2,300	2,300	1,450	1,450	2,400	2,420	1.0%	0.5%
311188	250ft N of Boomtown-Garson Rd	750	750	750	750	750	750	860	970	1,350	1,000	1,431	13.8%	6.7%
310023	880ft W of W/B off-ramp of the E Verdi Intch 'Exit 5'	3,400	3,300	3,500	3,500	3,400	3,500	4,800	4,250	4,000	3,900	4,396	4.7%	2.6%
310022	W/B off-ramp of the E Verdi Intch 'Exit 5'	2,400	2,400	2,700	2,800	3,100	3,400	3,900	3,750	2,650	2,550	3,851	2.5%	4.8%
310024	E/B on-ramp of the E Verdi Intch 'Exit 5'	2,500	2,500	2,800	2,900	2,900	3,400	3,700	3,700	3,750	3,900	3,920	2.9%	4.6%
310671	Btwn the East Verdi Intch 'Exit 5' & the Mogul Intch 'Exit 7'	29,000	32,000	32,500	38,000	44,000	45,000	46,000	46,000	46,000	44,000	46,320	0.6%	4.8%
	Summation of the Area	140,580	142,840	143,330	151,470	163,500	174,520	178,182	178,050	177,560	173,580	183,240	1.0%	2.7%
ATR														

Table 2.

Segment	2020			2050			Growth (2020-2050)	Annual Growth	Avg. Growth By Corridor
	Eastbound	Westbound	Total	Eastbound	Westbound	Total			
I-80 Between NV/CA Stateline to W. Verdi I/C	18,180	16,864	35,044	24,760	23,263	48,023	37%	1.1%	1.3%
I-80 Between W. Verdi I/C to Verdi I/C	19,363	17,660	37,023	24,922	23,302	48,224	30%	0.9%	
I-80 Between Verdi I/C to Garson I/C	19,600	17,854	37,454	26,804	24,634	51,438	37%	1.1%	
I-80 Between E. Verdi I/C to Mogul I/C	24,721	21,667	46,388	44,955	40,210	85,165	84%	2.0%	
SR-425 (3rd St) Between E. Verdi I/C to Waterville			3,920			7,203	84%	2.0%	2.2%
SR-425 (3rd St) Between Waterville to Hansen			2,077			3,909	88%	2.1%	
SR-425 (3rd St) Between Hansen to W. Verdi I/C			464			931	101%	2.3%	

Heavy vehicle/truck traffic was estimated using the 2020 NDOT Vehicle Classification Distribution Report on I-80, shown in **Table 3**. Approximately 22% of traffic on I-80 is heavy vehicle/truck traffic.

Table 3. Heavy Vehicle/Truck Percentage

Segment Description			AADT	Trucks		Total Trucks	Total Truck Percent
Route	From	To		Light	Heavy		
I-80	NV/CA Stateline	Garson Rd	32,567	2,151	5,160	7,311	22.4%

Table 4 shows the forecasted 2050 AM and PM peak-hour traffic volumes along with the LOS for each segment. The 2020 peak-hour traffic volumes were applied with the corridor growth rate to calculate the 2050 traffic volumes. All segments will have enough capacity in 2050 to meet the desired LOS D or better. I-80 eastbound between Verdi and Mogul interchange would be the only segment that would be approaching the capacity (and only during PM).

Table 4. 2050 Traffic Forecast and Level of Service

Segment	2020				2050				Annual Growth Rate by Corridor
	Eastbound		Westbound		Eastbound		Westbound		
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak	
I-80 Between NV/CA Stateline to W. Verdi I/C	1,057	1,812	1,198	992	1,652	2,832	1,873	1,551	1.5%
I-80 Between W. Verdi I/C to Verdi I/C	1,095	1,710	1,302	1,112	1,712	2,673	2,035	1,738	
I-80 Between Verdi I/C to Garson I/C	1,225	1,982	1,468	1,331	1,915	3,098	2,295	2,080	
I-80 Between E. Verdi I/C to Mogol I/C	1,471	2,380	1,709	1,619	2,299	3,720	2,671	2,531	
SR-425 (3rd St) Between E. Verdi I/C to Watervill	-----		400	505	-----		839	1,059	2.5%
SR-425 (3rd St) Between Waterville to Hansen	102	126	99	96	214	264	208	201	
SR-425 (3rd St) Between Hansen to W. Verdi I/C	81	116	90	81	170	243	189	170	
Freeway capacity is approaching LOS D/E.									
24 hour volumes only breakdown by roadway and not by direction									

From the RTC Washoe TransCAD models, the Boomtown Garson Road structure over I-80 has an ADT of 6,236 (2040) and 13,679 (2050) in the County’s Regional Transportation Plan (RTP) and 17,656 (2050) in the updated RTP model that includes the build-out of all Verdi developments. Due to the half-cloverleaf interchange, the directional split between the north and southbound was 15/85 (*Wood Rogers, November 2020, I-80/Garson Rd. Interchange Traffic Report*). The roadway capacity was determined using the Highway Capacity Manual (6th Edition) methodology by multiplying the ADT by a factor of 1.7. The calculated ADT for the RTP 2040 was 10,600, and in 2050 was 23,300. The calculated ADT for the updated model 2050 was 30,015. From Exhibit 16-16 (HCM 6th Edition), the LOS E for a two-lane street had an approximate ADT of 18,000. Based on the linear growth, the ADT will reach the LOS E threshold between 2045-2046 for the 2050 RTP and between 2043-2044 if all the Verdi developments are fully built, as shown in **Table 5**. It is recommended the Garson structure be widened prior to 2044.

Table 5. Anticipated Garson Road Structure Improvements

	ADT	15/85 Split Factor (ADT)	Year ADT Reaches ~18,000
2040 Washoe County RTP	6,236	10,601	-
2050 Washoe County RTP	13,679	23,254	2045-2046
2050 with all Developments in Verdi are Fully Built	17,656	30,015	2043-2044

Verdi Road between Bridge Street and Cabela Drive is classified as a minor collector per NDOT Roadway Functional Classification with an AADT range of 420 vehicles per day (vpd) in 2021 near Bridge Street to 1,450 vpd near Cabela Drive. The traffic in this area had the fastest growth within the last five to ten years, ranging between 50% to 100%, and more developments are coming. It is recommended that this stretch of Verdi Road be improved and widened to accommodate future traffic demand.

2.2 SAFETY ANALYSIS MEMO



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

To: RTC Washoe County
Date: June 1, 2023
From: CA Group

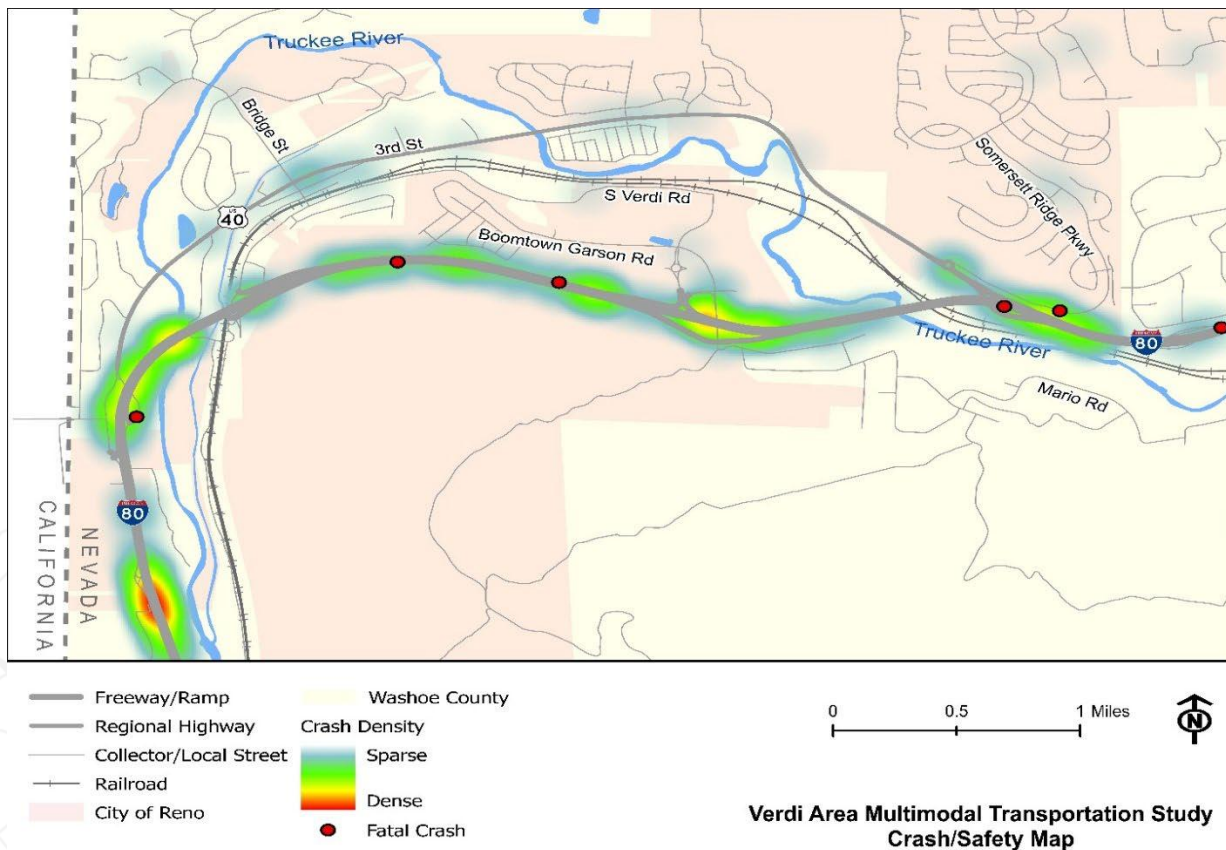
Subject: Verdi Area Multimodal Study Safety Analysis Memo

1.0 Safety Analysis

1.1 Existing Crash Analysis

The study team obtained crash data from NDOT for the study area from January 1, 2015, to January 1, 2020. The Verdi study area crash analysis was performed on the crash data supplied and included all crashes within the study area. Of these crashes most were along the I-80 corridor. **Figure 1** below shows the crash density within the limits of the Verdi study area.

Figure 1



During the crash analysis the following was noted:

- 86% of the crashes were along the I-80 corridor from the Stateline to milepost 7
 - 45% in the eastbound (EB) direction
 - 41% in the westbound (WB) direction
- 14% of the crashes were found off the I-80 corridor
 - 6% were found along SR 425
 - 8% were found on local roadways

- 63% of the crashes were non-collision crashes
 - 61% of the crashes, on I-80 in the EB direction, were non-collision crashes
 - 64% of the crashes, on I-80 in the WB direction, were non-collision crashes
 - 67% of the crashes, off the I-80 corridor, were non-collision crashes
- 73% of the crashes found that the vehicle one driver factor was apparently normal
 - 76% of the crashes, on I-80 in the EB direction, found the vehicle one driver factor was apparently normal
 - 76% of the crashes, on I-80 in the WB direction, found the vehicle one driver factor was apparently normal
 - 52% of the crashes, off the I-80 corridor, found the vehicle one driver factor was apparently normal
- 6% of the crashes found that the vehicle one driver factor had been drinking
 - 6% of the crashes, on I-80 in the EB direction, found the vehicle one driver factor had been drinking
 - 6% of the crashes, on I-80 in the WB direction, found the vehicle one driver factor had been drinking
 - 15% of the crashes, off the I-80 corridor, found the vehicle one driver factor had been drinking

Of the crashes found on the local roadways there were three intersections that had three or more crashes:

1. SR 425 @ Somerset Ridge Parkway – Six crashes: four non-collision crashes, one sideswipe same direction, and one rear-end.
2. I-80/County Road 115 @ Boomtown Garson Road – Three crashes: all angle crashes.
3. Gold Ranch Road at Trelease Lane – Three crashes: one angle crash, two non-collision crashes, (one included a pedestrian [run off road crash to avoid pedestrian]).

There were also 27 crashes involving deer. Of these crashes, nine were along I-80 in the EB direction, 13 were along I-80 in the WB direction, and five were located along SR 425. The crashes involving deer were distributed along the I-80 corridor, as shown below in **Table 1**.

Table 1. Verdi Study Area Deer Crashes

	MP0-MP1	MP1-MP2	MP2-MP3	MP3-MP4	MP4-MP5	MP5-MP6	Total
I 80 - EB	1	0	4	3	1	0	9
I 80 - WB	2	1	4	1	3	2	13

In the five-year study period (from January 1, 2015 to January 1, 2020), the Verdi study area had a total of 346 crashes. Of these crashes, there were six fatal crashes with seven fatalities, four serious injury crashes with 13 serious injuries, and 84 injury crashes with 123 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (218), sideswipe same direction crashes (42), rear-end crashes (40), angle crashes (30), and head-on crashes (7). **Table 2** supplies the study area crash analysis and a further breakdown of these crashes.

Table 2. Verdi Study Area Crash Analysis

Overall Crashes	<ul style="list-style-type: none"> • 346 total crashes <ul style="list-style-type: none"> ➢ 6 fatal crashes with 7 fatalities ➢ 4 disabling injuries with 13 disabling injuries ➢ 84 injury crashes with 123 injuries
Predominant Crash Types	<ul style="list-style-type: none"> • 218 non-collision crashes – 63% <ul style="list-style-type: none"> ➢ 3 fatal crashes with 3 fatalities ➢ 1 including a pedestrian – improper crossing • 42 sideswipe same direction crashes – 12% • 40 rear-end crashes – 12% • 30 angle crashes – 9% • 7 head-on crashes – 2% <ul style="list-style-type: none"> ➢ 3 fatal crashes with 4 fatalities
Pedestrian Crashes	<ul style="list-style-type: none"> • 3 crashes involving pedestrians
Bicycle Crashes	<ul style="list-style-type: none"> • 1 crash involving bicycles
Motorcycle Crashes	<ul style="list-style-type: none"> • 4 motorcycle crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities
Animal Crashes	<ul style="list-style-type: none"> • 27 crashes involving deer • 2 crashes involving cattle • 2 crashes involving dogs/coyotes • 1 crash involving a bear
Weather Conditions	<ul style="list-style-type: none"> • 183 clear – 53% <ul style="list-style-type: none"> ➢ 6 fatal crashes with 7 fatalities • 68 cloudy – 20% • 32 rain – 9% • 30 snow – 9% • 14 blowing snow – 14% • 11 unknown – 3% • 8 fog, smog, smoke – 2%
Lighting Conditions	<ul style="list-style-type: none"> • 181 daylight – 52% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 79 dark-no lighting – 23% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 34 dark-spot lighting – 10% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities • 28 unknown – 8% • 8 dark-continuous lighting – 2% <ul style="list-style-type: none"> ➢ 1 fatal crash with 2 fatalities • 8 dawn – 2% • 4 dusk – 1% • 4 dark-unknown lighting – 1% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality

In the five-year study period (from January 1, 2015 to January 1, 2020), the I-80 EB direction of the Verdi study area had a total of 157 crashes within the study area. Of these crashes, there were two fatal crashes with three fatalities, two serious injury crashes with nine serious injuries, and 38 injury crashes with 61 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (96), sideswipe same direction crashes (26), rear-end crashes (18), angle crashes (11), and head-on crashes (4). **Table 3** supplies the study area crash analysis and a further breakdown of these crashes.

In the five year study period (from January 1, 2015 to January 1, 2020), the I-80 WB direction of the Verdi study area had a total of 141 crashes within the study area. Of these crashes, there were two fatal crashes with two fatalities, one serious injury crash with two serious injuries, and 32 injury crashes with 45 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (90), rear-end crashes (18), sideswipe same direction crashes (15), angle crashes (12), and head-on crashes (1). **Table 3** supplies the study area crash analysis and a further breakdown of these crashes.

Table 3. I-80 Verdi Study Area Crash Analysis

Location	I-80 Eastbound Direction	I-80 Westbound Direction
Overall Crashes	<ul style="list-style-type: none"> • 157 total crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities ➢ 2 disabling injuries with 9 disabling injuries ➢ 38 injury crashes with 61 injuries 	<ul style="list-style-type: none"> • 141 total crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities ➢ 1 disabling injuries with 2 disabling injuries ➢ 32 injury crashes with 45 injuries
Predominant Crash Types	<ul style="list-style-type: none"> • 96 non-collision crashes – 61% • 26 sideswipe same direction crashes – 17% • 18 rear-end crashes – 11% • 11 angle crashes – 7% • 4 head-on crashes – 3% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities 	<ul style="list-style-type: none"> • 90 non-collision crashes – 64% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities ➢ 1 involving a pedestrian, improper crossing • 18 rear-end crashes – 13% • 15 sideswipe same direction crashes – 11% • 12 angle crashes – 9% • 1 head-on crashes – 1%
Pedestrian Crashes		<ul style="list-style-type: none"> • 1 crash involving pedestrians
Motorcycle Crashes		<ul style="list-style-type: none"> • 2 motorcycle crashes
Animal Crashes	<ul style="list-style-type: none"> • 9 crashes involving deer • 2 crashes involving cattle 	<ul style="list-style-type: none"> • 13 crashes involving deer • 1 crash involving a dog/coyote
Weather Conditions	<ul style="list-style-type: none"> • 88 clear – 56% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities • 31 cloudy – 20% • 13 rain – 8% • 12 snow – 8% • 6 blowing snow – 4% • 5 fog, smog, smoke – 3% • 2 unknown – 1% 	<ul style="list-style-type: none"> • 68 clear – 48% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities • 27 cloudy – 19% • 18 rain – 13% • 13 snow – 9% • 7 blowing snow – 5% • 5 unknown – 4% • 3 fog, smog, smoke – 2%
Lighting Conditions	<ul style="list-style-type: none"> • 82 daylight – 52% • 32 dark-no lighting – 20% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 16 dark-spot lighting -10% • 11 unknown – 7% • 8 dark-continuous lighting – 5% <ul style="list-style-type: none"> ➢ 1 fatal crash with 2 fatalities • 3 dawn – 2% • 3 dark-unknown lighting – 2% • 2 dusk – 1% 	<ul style="list-style-type: none"> • 77 daylight – 55% • 35 dark-no lighting – 25% • 15 dark-spot lighting – 11% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 10 unknown – 7% • 3 dawn – 2% • 1 dark-unknown lighting – 1% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality

2.3 PUBLIC COMMENT SUMMARY



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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - No action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - No action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 7/21/2023

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - No action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
