



LOCATION:

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

DATE August 20, 2021
TIME 9:00 a.m.

In accordance with [Emergency Directive 45](#),
masks are required at this meeting

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

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

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

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

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

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

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the July 16, 2021, meeting (For Possible Action)

Reports

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

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

Planning Department

- 4.7 Authorize a Request for Proposals for the Verdi Area Multimodal Transportation Study *(For Possible Action)*
- 4.8 Approve an Interlocal Cooperative Agreement with the City of Reno to fund and complete a study to analyze and provide recommendations on placemaking strategies, urban design, mobility, and other items related to the Virginia Street corridor between 9th Street and Liberty Street *(For Possible Action)*

Engineering Department

- 4.9 Approve Amendment No. 2 to the agreement with Stantec Consulting Services, Inc., for final design and engineering services during construction related to the Oddie/Wells Multimodal Improvements project, in the amount of \$410,242, for a new not-to-exceed amount of \$1,743,492 *(For Possible Action)*
- 4.10 Approve a contract with Kimley-Horn and Associates, Inc., to provide design services and optional engineering services during construction for the Peppermill Bus Rapid Transit (BRT) Station Project in an amount not-to-exceed \$174,116 *(For Possible Action)*
- 4.11 Approve an Interlocal Cooperative Agreement with the City of Reno reimbursing RTC the amount of \$136,136 for costs associated with a sewer main replacement project at Sky Vista Parkway and Lemmon Drive *(For Possible Action)*

Public Transportation/Operations Department

- 4.12 Authorize staff to seek approval from the Federal Transit Administration (FTA) for the early retirement of four Proterra BE-35 vehicles *(For Possible Action)*

Executive, Administrative and Finance Departments

- 4.13 Approve a contract with Woodman International LLC for specialized legal services *(For Possible Action)*
- 4.14 Approve a contract with Taft Stettinius & Hollister, LLP, for specialized legal services *(For Possible Action)*
- 4.15 Approve a funding agreement with the Tahoe Transportation District to contribute \$160,000 towards the purchase of the former elementary school in Incline Village as a potential site for a future mobility hub *(For Possible Action)*
- 4.16 Receive Investment Committee report for the quarter ended March 31, 2021 *(For Possible Action)*

5. PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing on the resolution adopting Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process; approve the resolution adopting Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) and the Self Certification *(For Possible Action)*
- a. Staff presentation
 - b. Public hearing
 - c. Action

6. DISCUSSION ITEMS AND PRESENTATIONS

6.1 Acknowledge receipt of a report regarding the Center Street Cycle Track Project (*For Possible Action*)

7. REPORTS (*Informational Only*)

7.1 Executive Director Report

7.2 Federal Report

7.3 NDOT Report

8. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

9. PUBLIC COMMENT

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

10. ADJOURNMENT (*For Possible Action*)

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

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

July 16, 2021

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member**

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

NOT PRESENT:

Bob Lucey, Washoe County Commissioner

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

SPECIAL PRESENTATION

Representatives from the Abby Agency gave presentation was given on the “**Locked Eyes Save Lives**” Pedestrian and Driver Safety Awareness Campaign.

Following the presentation, Commissioner Hartung asked if LiDAR might eventually integrate with cell phones so that the phone stops working when approaching an intersection (as an example). Discussion then took place on the potential safety options for pedestrians and drivers, bicyclists, etc.

Item 2 PUBLIC INPUT

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

Mr. Chip Evans, representing Indivisible Northern Nevada, is concerned that the RTC is not providing safe, affordable and reliable transportation and believes the contract with Keolis should be abandoned.

Ms. Jenny Brekhus, a Councilmember for the City of Reno, Ward 1, spoke in support of the drivers’ union strike.

Mr. Earl Brynelsen, local resident, spoke in support of the drivers’ union strike.

Ms. Debbie Cackins, representing Teamsters Local 533, spoke in support of the drivers’ union strike.

Ms. Amanda Nelson, local resident, spoke in support of the drivers' union strike.

Ms. Chastity Lockridge, local resident, spoke in support of the drivers' union strike.

Ms. Andrea Gray, local resident, spoke in support of the drivers' union strike.

Ms. Lisa Hickman, representing Teamsters Local 533, spoke in support of the drivers' union strike.

Mr. Carlos Elizondo, local resident, asked for someone to negotiate and end the strike.

Mr. Edward Ogg, local resident, spoke in support of the drivers' union strike.

Ms. Susan Ogg, local resident, spoke in support of the drivers' union strike.

Mr. John Hester, representing TRPA, spoke in favor of Item 4.10 TRPA Contribution Request Letter.

Written comments were submitted as follow (verbatim):

Mr. John Locke, local resident - Dear Governor, Senators, RTC Board, and Board Members I am writing you with a concern about the RTC (Regional Transportation Commission) of Washoe County and their contract with Keolis Trans America. I have read a few news articles that RTC Commission Board is forgiving "Millions" of TAX PAYER Dollars in fines that Keolis has accrued for parked Buses and non-filled requirements (as not having a permanent General Manager for this Property). This is something that has me thinking what else is the RTC Washoe Board hiding or not charging the Keolis Company per their contract that the TAX PAYERS have to pay for. I know that the Union and Keolis are in negotiations for a new contract (negotiations Beginning this Month of July, and Keolis was hired to but the Union) for the Drivers. Why should the TAX PAYERS of Nevada have to pay fir a company to park buses and make the Citizens of Reno/Sparks and Washoe County stand in 104+ Degrees Temperatures while Keolis, a for profit company, makes money and not be fined per there contract between the RTC Washoe County Board and Keolis!! That to me is just bad business and we, as Citizens, Should not have to offset the coast. In July of 2019 Keolis took over the operations of the Washoe County bus Transportation system and from day one the system has been progressively failing the Residents of its Cities of Reno Sparks as well as the County of Washoe in Providing a Clean, Safe, and Reliable form of transportation!! In 202 when the Coronavirus hit the Nevada area, Keolis did as little as they could financially to protect its drivers or customers (with few to no PPE's which should have been provided from the onset of the pandemic) as well as spend as little money as they could in disinfection or cleaning the buses. There where drivers that ended up in the Hospital and all Keolis did was the Bare Minimum for them. That is another sad responsibly from Keolis. The drivers of RTC Ride are and always will be "Essential Workers" of the Cities of Reno Sparks and the County of Washoe!!! Keolis thinks that all we are is disposable employees behind the wheel of them and to be taken advantage of, then disregarded and pushed to the curb thanklessly. As a TAX PAYER and worker of RTC Ride I find what the RTC Washoe County Board is doing is Wrong and Disrespectful in mor then one way. I, as well as many of my fellow co-workers would like to see that the RTC Washoe Board start to show more compassion for the people that have provided a critical function on the front lines, before, during, and continuing from the Pandemic of the World.

Mr. Gary Watson, representing Teamsters Local 533 –

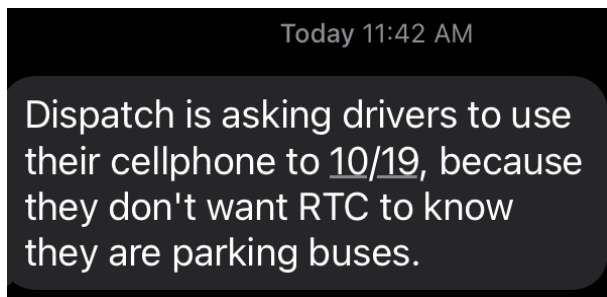
1. Mr. Thomas and Ms. Jardon,

Below is a text message I received today. This is the second time this week I have received this message. Dispatch doesn't have authority to direct these decisions this is being directed by Keolis Management to be deceitful, so the RTC does not hold Keolis accountable to Liquidated Damages.

I find it alarming that Keolis wishes to waste Washoe County tax payers dollars and not be held accountable to the Agreement between RTC and Keolis. I would appreciate a full investigation into this matter, I am sure the public would too.

Thank you for you time,

Gary Watson



2. The Union and more than likely the tax paying public would like to know the findings and if any liquidated damages have been applied and actually charged to Keolis. We would appreciate a report on that matter at the next RTC meeting.

3. Mr. Thomas,

You have 17 to 19 parked busses today. Section 302 B. of the RTC Washoe and Keolis Transit Agreement calls for Liquidated Damages to be imposed at \$1000.00 per occurrence of a "missed trip". Also in this same Section it identifies Key Personnel (detailed in Section 201 B.) A General Manager is part of the Key Personnel, Keolis Transit has been without a General Manager since Abul Hassan was terminated for alleged embezzlement in February 2021, according to Texas Mike Ake, VP for Keolis. In Section 302 B. and Section 201 B. of the Agreement between RTC Washoe and Keolis Transit it calls for Liquidated Damages of \$1000.00 per day after 30 days of Keolis not having a General Manager (key personnel) in place. By my simple math calculations Keolis owes the RTC (Washoe County Tax Payers) roughly \$90,000.00 or more for failing to have a General Manager on site to manage, for the months of April, May and June so far.

The Union and more than likely the tax payers of Washoe County demand accountability and transparency of RTC Washoe and its hired contractor Keolis Transit. We would appreciate a full detailed report on the above and all liquidated damages applied including the reasons for the liquidated damages and the amounts assessed or not assessed and reasons why each liquidated damage may have been "forgiven" since July 1, 2019. This falls under FOIA, and should be easily accessible as RTC Washoe keeps detailed documents and spreadsheets on liquidated damages.

4. Bill,

I appreciate the reply and look forward to all the requested information I have sent to Ms. Thompson.

I am fully aware of the FTA and TSA safety measures on public transit and public transit property. I just wish for the health and safety of the Keolis employees and the riding public, RTC Washoe would actually enforced the masks on property and busses and help in stopping the spread of COVID19. Even today (7-9-2021) while I was on property at 4SS you and your staff were more motivated about being anti-union then enforcing masks.

Mr. Peter Starren, local resident:

There is a homeless village in the large culvert under veterans parkway, just south of clean water way. They are cooking. They are using steamboat creek as a toilet. They are in danger in the event of thunderstorms. I reported this to Reno a month ago.

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

Item 3 APPROVAL OF AGENDA

Executive Director (E.D.) Bill Thomas requested that Item 6.1 be pulled as there were no updates to provide; and Item 6.2 and 6.3 will be brought in September when there is a likelihood of all commissioners being in attendance. Mayor Lawson asked to also postpone Item 6.4 as it may be intertwined with Item 6.3.

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

Items 4.1 thru 4.10 CONSENT ITEMS

Minutes

4.1 Approve Minutes of the June 18, 2021 meeting (*For Possible Action*)

Reports

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

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

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

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

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

Engineering Department

4.7 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Sparks Family Hospital, Inc. and the City of Reno for the dedication of offset-eligible improvements for the modification of the Longley Lane / Barron Way intersection (*For Possible Action*)

Public Transportation/Operations Department

- 4.8 Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED PASS Program in the amount of \$200,000 (*For Possible Action*)**
- 4.9 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,250,000 for the RTC Trip Reduction Program (*For Possible Action*)**

Executive, Administrative and Finance Departments

- 4.10 Authorize the Executive Director to negotiate a funding agreement to contribute \$160,000 towards the Tahoe Transportation District's purchase of the former elementary school in Incline Village as a potential site for a future mobility hub (*For Possible Action*)**

On motion of Commissioner Hartung, seconded by Mayor Lawson, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.10 be approved.

Item 5.1 PUBLIC HEARING ITEM

- 5.1 Conduct a public hearing on proposed service changes to RTC RIDE, including expansion of late night service on the RAPID – Virginia Line beginning on or after August 1, 2021, and a September 11, 2021, change to bus bay locations at RTC 4th STREET STATION and RTC CENTENNIAL PLAZA STATION; approve the service changes.**
- a. Staff presentation
 - b. Public hearing
 - c. Action

Mr. Jim Gee, RTC Service Planning and Innovation Manager, gave a presentation to show the addition of service between UNR, downtown Reno, Midtown, and Meadowood Mall. He said there is also a plan to extend the running time on the RTC RAPID Virginia Line and to install electric bus chargers at Centennial Plaza.

Chair Jardon likes the addition of service but has a concern that there won't be enough drivers to cover the service.

Mr. Gee said the additional service is during off-peak hours so only adds approximately 65 hours.

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

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

On motion of Commissioner Hartung, seconded by Mayor Delgado, which motion carried unanimously, Chair Jardon ordered that the service changes as presented be approved.

Item 6 .1 thru 6.4 DISCUSSION ITEMS AND PRESENTATIONS

- 6.1 **Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81st (2021) Session of the Nevada Legislature (For Possible Action) – *Pulled from the agenda per Item 3***
- 6.2 **Review Executive Director Bill Thomas’ performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2021 Goals and adjust compensation accordingly (For Possible Action) – *Pulled from the agenda per Item 3***
- 6.3 **Set Executive Director’s Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (For Possible Action) – *Pulled from the agenda per Item 3***
- 6.4 **Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (For Possible Action) – *Pulled from the agenda per Item 3***

Item 7.1 thru 7.3 REPORTS

Item 7.1 RTC Executive Director Report

E.D. Thomas spoke on the following topics:

1. RTC initiated a partnership with the City of Reno for the Downtown Cycle Track project. City officials and regional partners are seeking to create a vibrant and inviting downtown core in which people will make as their destination to socialize, recreate, dine and shop. The RTC is proposing to help fund a Downtown Virginia Street Study, in the amount of \$75K to \$150K, to be led by the City of Reno to conduct an analysis of the Virginia Street corridor and work with stakeholders to identify a unified vision; while addressing such elements as land use, economic development, urban form, accessibility, safety, and livability. The need for this study arose as a means to create a vision for the corridor that will support continued vitality of the downtown area.
2. Earlier this week, staff submitted the RAISE grant application for the Arlington Bridges Project to the Federal Highway Administration. The grant amount request is \$10 million and we should hear if the grant is approved in the fall or early winter.

Additionally, U.S. Senators Cortez Masto and Rosen each submitted the project to the Senate Appropriations Committee with an appropriations request of \$2 million dollars for the project.

3. We have announced a Call for Projects for the Transportation Alternatives (TA) Set-Aside Program for the RTC metropolitan planning area. Applications for the TA Set-Aside program will be accepted until October 1, 2021, by 4:00 p.m. The estimated amount of TA Set-Aside funding available for Federal Fiscal Years 2021 and 2022 is approximately \$805,000.
4. Agencies eligible to receive TA Set-Aside funds include local governments, natural resources or public land agencies, school districts, and Tribal governments. Eligible sponsors may submit one application per funding year. Program information and the application is available on the RTC website.

5. He then introduced the new Keolis General Manager, Phil Pumphrey. Over the past three decades Phil has work for First Transit in many positions as Executive Director, General Manager and Assistant General Manager positions around the nation. Phil brings excellent managerial skills and transit experience to his new role as the RIDE General Manager. As he makes his way to the podium, please join me in welcoming Phil to the team.

The new Keolis GM, Phil Pumphrey, addressed the Board to introduce himself and looks forward to the opportunity to improve customer service. He thanked everyone for the opportunity.

6. “Don’t Drive Arrive!” There will be free transit service to Hot August Nights, August 3rd through the 8th. RTC in partnership with the Hot August Nights organization is offering free rides on the RAPID Virginia Line, RAPID Lincoln Line, and routes 1 and 11, all day long during the week of Hot August Nights.

These routes serve RTC 4TH STREET STATION and RTC CENTENNIAL PLAZA.

This is a great opportunity to try transit with your friends and family to one of the region’s favorite event. With limited parking, everyone can ride these routes FREE and avoid parking hassles to all the venues in downtown Sparks, downtown Reno and venues on the Virginia Street corridor.

Plan your trip and view route and schedule information at rtcwashoe.com. For Hot August Nights event schedule go to Hot August Nights dot Net.

7. Recently, there have been statements made in the media that leave the public with the impression that RTC is considering whether to continue to contract with private companies that specialize in operating transit systems. These statements erroneously represent that RTC is in a position to take over the operation of the transit system. He stated that he would like to publicly correct these misstatements.

First, RTC has contracted with private companies to operate the transit system for over thirty (30) years. Second, RTC is in the early years of a 10 year contract with Keolis to provide our RIDE transit service up to 2029. Third, it is important for all to understand the operating model and how RTC works.

RTC is a relatively small organization, consisting of 66 employees, that has consistently performed in an efficient and effective way that is mindful of the fact that public funds are used.

RTC provides regional transportation planning, regional road projects and transit services, in large part, by contracting with private companies. Those companies provide specialized services that RTC could not replicate without major service and cost impacts.

Ninety-five percent (95%) of RTC revenues are spent on contracts for those specialized services which, he pointed out, also supports local jobs and our economy. Only five percent (5%) of RTC revenues are used for internal operations and administrative costs. There are no plans, now or in the foreseeable future, for RTC to change that operating model.

Item 7.2 RTC Federal Report

E.D. Thomas said that a written report was included in the agenda packet for this meeting adding that there seems to be a lot of interest in congress in providing money for infrastructure and transportation.

Item 7.3 NDOT Director Report

NDOT Director Kristina Swallow addressed the Board to provide a monthly update presentation.

She began with safety numbers and said that they are not looking good at all. Statewide, fatalities are up 32% from this time last year. She stressed that it's our role as drivers to be aware of surroundings and other drivers, and mindful of the road.

Dir. Swallow then discussed some of the legislative actions that impact NDOT; her pride in the NDOT crews responding to emergencies in both Nevada and California; a Sustainable Funding Study; an update on the Spaghetti Bowl Express (SBX) project; and various planning and prioritizations for her agency going forward.

Lastly, Dir. Swallow said that Sajid Sulahria had been hired as the Assistant Deputy Director of Engineering.

Upon conclusion, she offered to answer any questions.

Commissioner Hartung requested a timeline for a road audit on Pyramid Highway. He added that he does not understand why speed limits are raised according to the percentage of drivers going at a specific speed, and it is now almost impossible to get out of Spanish Springs because of the traffic levels now.

Commissioner Hartung added that the signal timing is great and has actually helped the situation to a degree.

Item 8 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

Chair Jardon agreed that the items pulled from today's agenda should be brought back to the September 17th meeting.

Commissioner Delgado requested an item for a Plumb Lane/Wooster H.S. safety discussion.

Item 9 *PUBLIC INPUT*

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

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

Item 11 ***ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 10:45 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

(Copies of all presentations may be obtained by contacting Denise Thompson at dthompson@rtcwashoe.com.)

DRAFT



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.2

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Director

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

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

RTC comments were provided on the draft report and it will be circulated to the project Technical Advisory Committee for agency comments as well as public review.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The draft report is currently being updated and a project stakeholder meeting is scheduled for August 24th.

Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation

Staff met with US DOT on July 27th and will be presenting results of the Automatic Road Feature Extraction from LiDAR (ARFEL) tool to DOT in early September.

Bicycle and Pedestrian Planning

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

- The data collection counts for active transportation modes were completed in May.
- Applications for Transportation Alternatives (TA) Set-Aside are still being accepted until October 1, 2021, at 4:00pm.
- RTC staff has a draft of the regional bike map, which is in the process of being translated into Spanish prior to printing.

Vision Zero Truckee Meadows (VZTM)

- The next Vision Zero Truckee Meadows Task Force meeting is August 16th at 9:00am.
- Between January 1, 2021, and June 30, 2021, seven pedestrians and one bicyclist were killed in Washoe County. During this same time in 2020, there were eight pedestrian and no bicycle fatalities in Washoe County.
- NDOT stated that they anticipate an agreement for the bus tail campaign completed by early September.

Development Review

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

- Washoe County – 3
- City of Reno – 7
- City of Sparks – 0

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

Staff has met with the planning staff from each jurisdiction to discuss the development review process. This occurs every few years in order to communicate and confirm that the information provided to each jurisdiction is valuable. Staff from Planning, Public Transit and Engineering participated in the collaboration meetings. Staff from TMRPA also attended the meetings.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from July 16 – August 13:

July 19	UNLV Youth Transportation Class – Presentation on Vision Zero
July 20	Optum Reno Health Fair for Seniors – RTC ACCESS, FlexRIDE/Uber Services Overview; Vision Zero and Locked Eyes Save Lives
July 20	Safe Kids Coalition – Presentation Locked Eyes Save Lives
July 21	Nevada Bicycle & Pedestrian Advisory Board – Presentation Locked Eyes Save Lives
August 3-8	Hot August Nights Free Transit on RAPID lines, Route 1 & 11
August 4	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
August 5	RTC Technical Advisory Committee (TAC) Meeting

Media Relations & Social Media

The RTC issued two news releases and participated in five media interviews on RAPID Virginia Line added service, Washoe County Fuel Tax, Hot August Nights Free Transit, and Proterra Electric Buses

Social media was used to promote and provide information on Locked Eyes Save Lives, Hot August Nights Free Transit and RAPID Virginia Line added hours..



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements. *Status: Construction on the second phase of the project (29 bus stops) continues. It is anticipated to be complete this fall. Final design and the process of obtaining necessary easements for phases 3 and 4 is ongoing.*

Center Street Multimodal Improvements Project

Under a separate item, a project update will be presented to the RTC Board during this month's meeting.

Mill Street Complete Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street, from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. *Status: Design and ROW activities are complete, but the project is currently on hold due to budget issues.*

CAPACITY/CONGESTION RELIEF PROJECTS

North Valleys Package 3B

Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395, and improvements to two bus stop pads. *Status: The construction contract has been awarded to Sierra Nevada Construction, Inc. The project is anticipated to start construction in late summer 2021.*

Sparks Boulevard Project

The project seeks to increase safety, increase roadway capacity and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard.

The project continues to perform work activities associated with the Environmental Assessment (EA) to identify and understand project impacts. In addition, fifty percent (50%) plans for Phase 1 of the project [capacity improvements from Greg Street to just past the Interstate 80 (I-80) westbound ramps] are complete. Construction of phase 1 is anticipated to begin in the spring of 2022. Thirty percent (30%) plans for phase 2 (widening and capacity improvements from I-80 to Baring Boulevard) are nearly complete.

A preferred alternative for the corridor for both phases of the project may be viewed at: SparksBLVDproject.com.

Steamboat Parkway Improvement Project

The Steamboat Parkway Improvement project includes the intersection widening of Steamboat Parkway and Veterans Parkway, and the roadway widening from four (4) to six (6) lanes of Steamboat Parkway between Marketplace Drive and Veterans Parkway. *Status: Design of the project has begun. Design of the project is expected to be complete by the spring of 2022 with construction anticipated to start by the summer of 2022.*

Traffic Signal Timing 6 Project

Following a three (3) year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region each year. For 2021, approximately ninety-five (95) intersections will have revised timing implemented. *Status: New signal timing is under implementation on S. McCarran Boulevard (22 signals), from Mill Street to Cashill Boulevard. Optimization and timing on W. McCarran Boulevard (12 signals), from W. Plumb Lane to Kings Row, is anticipated to be complete this fall.*

Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The TE Spot 10 Fuel Tax project will install a new traffic signal at Veterans Parkway and Long Meadow Drive, signal modifications at Victorian Avenue and 16th Street, and eight new Rectangular Rapid Flashing Beacon (RRFB) enhanced pedestrian crossings regionwide. *Status: The construction of the project has been awarded to PAR Electrical Contractors and will take place August through October 2021.*

Traffic Engineering (TE) Spot 10 - South Project

The TE Spot South Project will construct a new roundabout at the intersection of 4th Street and Woodland Avenue with geometric improvements at the nearby intersection of 4th Street and Mesa Park Road. *Status: Sixty percent (60%) design is complete, review comments are being addressed and right-of-way activities have begun for necessary easements.*

Traffic Engineering (TE) Spot 10 - North Project

The TE Spot 10 – North project includes the intersection improvement of El Rancho Drive/Victorian Avenue. The improvements include north and southbound geometric alignments, new signal heads and poles, pedestrian ramp, signal equipment, and fiber inter-connectivity. *Status: Pending the procurement of signal equipment by the contractor, the construction start date is set for August 16, 2021.*

Traffic Management - ITS Phase 3

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

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

Also included in ITS Phase 3:

- Road Weather Information Sensor (RWIS) at Sharlands Avenue at Robb Drive; and
- Twenty (20) Gridsmart Performance Packages.

Status: Titan Electrical Contracting is currently constructing improvements along Rock Boulevard, from Hymer Street to "C" Street. Work is ongoing on Lemmon Drive, from North Virginia to US 395.

Traffic Management - ITS Phase 4

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

- Sharlands Avenue from Robb Drive to Mae Anne Avenue;
- Double R Boulevard from South Meadows Parkway to Sandhill Road;
- Geiger Grade from South Virginia Street to Veterans Parkway; and
- Prater Way from Pyramid Way to Sparks City Hall traffic center

Also included in the project scope:

- Feasibility studies for Dynamic Message Signs (DMS) and traveler information systems; and
- ITS Master Plan update including a 5-year future ITS project list.

Status: Ninety percent (90%) plans are currently in development and scheduled for submittal August 2021. The DMS feasibility, traveler information and 5-year project draft reports are scheduled for submittal August 2021.

Golden Valley Rd / Beckwourth Dr Traffic Signal Project

The project will install a new traffic signal at the intersection of Golden Valley Road and Beckwourth Drive. *Status: Ninety percent (90%) plans are currently in development and scheduled for submittal August 2021.*

Traffic Signal Installations 22-01

The project will install a new traffic signal at the intersection of Mill Street and Telegraph Street and a new traffic signal at the intersection of South Meadows Parkway and Wilbur May Parkway. Construction is scheduled for the spring of 2023. *Status: Preliminary design is underway with fifty percent (50%) plans due September 2021.*

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project will replace the two existing bridges over the Truckee River in downtown Reno. The feasibility study is finalized, a Local Public Agency agreement with NDOT has been executed and federal funding for the Project has been allocated. The team continues to work on providing materials as the RTC seeks Federal Funding opportunities for construction. In response to the Request For Proposals that was advertised in July, proposals for consulting services for the Environmental (NEPA) and Design phases of the project are anticipated to be received and evaluated this month. Construction of the bridges is anticipated to begin in 2025.

Lemmon Drive Project

The project includes widening Lemmon Drive, from US 395 to Military Road, from four (4) lanes to six (6) lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and improving Lemmon Drive, from Fleetwood Drive to Ramsey Way (Segment 2). *Status: Segment 1 - Q&D Construction continues to work on the west side of Lemmon Drive in advance of roadway widening. Earthwork is ongoing and the construction team has coordinated with Truckee Meadows Water Authority (TMWA) on waterline improvements at the US 395/Lemmon Drive interchange. The NDOT Encroachment Permit has been issued and NDOT personnel are actively engaged in oversight of the work occurring at the US 395 interchange.*

Segment 2 - The project team continues the Level 2 screening process of the top three (3) alternatives for the Segment 2 Phase of the project. Results of that screening process and recommendation on a preferred alternative are anticipated to be complete later this year.

Mill Street Widening – Kietzke Ln. to Terminal Way

The project seeks to improve traffic operations by adding an eastbound lane on Mill Street from Kietzke Lane to US 395; and enhance safety, multi-modal and ADA infrastructure. *Status: NDOT, as part of Spaghetti Bowl Xpress (SBX), continues to work on the intermediate design that is scheduled to be complete this fall.*

Oddie Boulevard/Wells Avenue Improvement Project

This project consists of road reconstruction/reconfiguration and the addition of multimodal improvements. *Status: The RTC's contractor, Granite Construction Company, is finalizing the construction schedule and procuring long lead time materials in anticipation of starting underground utility work within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks) and Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno). Work within Phases 1 and 2, including road reconstruction, is expected to begin this fall. Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by early 2024.*

Additional project information can be viewed at: <http://oddiewellsproject.com/>, including the latest virtual project update with a detailed construction schedule.

Sky Vista Parkway Widening Project

The project includes reconstruction and widening of Sky Vista Parkway from two (2) to four (4) lanes with a two way left turn lane. The project limits are from just east Vista Knolls Parkway to Silver Lake Road. Also included in the project scope is construction of new sidewalk, a new roundabout at Sky Vista Parkway and Silver Lake Drive, and corridor lighting. *Status: Final design is ongoing and scheduled to be complete this fall.*

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. *Status: The RTC is working to acquire easements necessary for the pathway in advance of the construction that is anticipated to occur in 2022.*

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance (Various Locations)

The 2021 Preventive Maintenance Project is part of the annual program and it consists of patching, crack sealing, and slurry sealing on approximately 200 lane miles of roadway to extend pavement life and keep good roads good. *Status: Patching and crack sealing activities are complete and slurry sealing activities are underway at various locations around town. All work will be complete this fall.*

Arrowcreek Parkway Rehabilitation

The project includes rehabilitation/reconstruction of Arrowcreek Parkway, from Rubblestone Drive to S. Virginia Street. *Status: The project scope is being finalized and developed. Design activities will begin this summer and construction is scheduled for the spring of 2023.*

Golden Valley Road Rehab Project

The project includes rehabilitation and reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. *Status: The construction contract has been awarded to West Coast Paving, Inc. Construction is underway and will continue through September 2021.*

Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row, from Keystone Avenue to Wyoming Avenue. *Status: Sierra Nevada Construction, Inc., started construction activities in June and will continue working on sidewalk and roadway rehabilitation along the northern side of the roadway through August.*

Kings Row Rehab Project – Phase 2

The project includes rehabilitation/reconstruction of Kings Row, from Wyoming Avenue to McCarran Boulevard. *Status: The design consultant, Lumos and Associates, Inc., recently completed sixty percent (60%) plans. RTC is preparing to commence activities necessary for right-of-way permissions and acquisitions that the project will require. Construction is expected to begin in the spring/summer of 2022.*

Newport Lane Rehab Project

The project includes reconstruction of Newport Lane, from Link Lane to McDaniel Street. *Status: The construction contract with Sierra Nevada Construction, Inc., has been executed. Construction is anticipated to begin this month and will take approximately eight (8) weeks to complete.*

Peckham Lane Rehab Project

The Peckham Lane Rehab project includes rehabilitation/reconstruction of Peckham Lane, from South Virginia Street to Baker Lane. *Status: The project is moving towards ninety percent (90%) design.*

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive, from Memory Lane to California Avenue, California Avenue, from Hunter Lake Drive to Booth Street, and First Street, from Sierra Street to Virginia Street. *Status: Nichols Consulting Engineers, Chtd. (NCE) submitted one hundred percent (100%) plans, specifications and estimates for final review. Right-of-way acquisitions are complete and the project is ready to advertise for construction this fall. A reimbursement agreement with AT&T and a virtual project presentation updating the public on the status of the project are planned to occur prior to the start of construction.*

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive

The project includes rehabilitation/reconstruction of the following street segments: Sky Valley Drive, from Summit Ridge Drive to the Highland Ditch, and Sky Mountain Drive, from the Highland Ditch to Summit Ridge Drive. *Status: The ninety percent (90%) design plans have been submitted and are currently under review. The project team is working towards a spring 2022 construction start.*

OTHER PROJECTS

4th STREET STATION Expansion Project

This project includes the expansion of 4th STREET STATION to the south. Preliminary concepts for this expansion include an additional bus lane with electric vehicle charging infrastructure and an area for staff parking. *Status: Staff is working on a request for proposals for consulting services to assist with project execution.*

Peppermill BRT Station Project

This project includes upgrading the existing Bus Rapid Transit (BRT) station at the northbound Peppermill station to a full size station with level boarding and real time arrival information. *Status: Design will begin following RTC Board approval of the proposed professional services agreement with Kimley-Horn during the August meeting.*

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Reno Consolidated 20-01	Gary & Pamela Crawford	\$1,000	\$0
Reno Consolidated 20-01	JW & LL Investments, LLC	\$4,745	\$0
Reno Consolidated 20-01	Troy & Diana Ross	\$1,020	\$0
Reno Consolidated 20-01	Longs Drug Stores California, LLC	\$3,707	\$0
Reno Consolidated 20-01	DT Developers, LLC	\$1,000	\$0
Reno Consolidated 20-01	D Gregg Welsh Trust	\$1,000	\$0

CONTRACTS UP TO \$100,000

Carter-Ott Appraisal in the not-to-exceed amount of \$9,900 for the appraisal of three parcels associated with the TE Spot 10 - South Project.

Carter-Ott Appraisal in the not-to-exceed amount of \$1,900 for the review appraisal of parcels associated with the Truckee River Shared Use Path Project.

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$5,250 for the review appraisal of three parcels associated with the TE Spot 10 - South Project.

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$4,500 for the appraisal of parcels associated with the Truckee River Shared Use Path Project.

Overland Pacific Cutler, LLC, (OPC), in the not-to-exceed amount of \$18,250 for the right of way acquisition of three parcels associated with the TE Spot 10 - South Project.

Paragon Partners, Ltd., in the not-to-exceed amount of \$38,560 for the right of way acquisition of eight parcels associated with the Sky Vista Widening Rehabilitation Project.

Paragon Partners, Ltd., in the not-to-exceed amount of \$7,710 for the right of way acquisition of parcels associated with the Truckee River Shared Use Path Project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights

RTC's Ruby Barrientos Named Reno City Artist – RTC joins the City of Reno in proudly announcing Ruby Barrientos as Reno's next *City Artist*. Ruby is a member of the Public Transportation and Operations Department

who has been serving the RTC as a Customer Service Associate since 2005. Ruby was



appointed by the Reno Arts & Culture Commission and will serve as Reno's City Artist from July 2021 to June 2022. Ruby's artwork incorporates her unique artistic voice that she coined as Nuwave Mayan, a style that fuses her Salvadoran Mayan ancestry and heritage in the creation of socially relevant visual art that will be on display at the Metro Gallery in City Hall beginning September 13 – November 26, 2021. Her portfolio can be viewed at rubyjo.com.



RTC Temporarily Reduces RTC RIDE Fixed-Route Service –

Irrespective of the labor strike between Keolis Transit and Teamsters Local 533 that began on August 3, a temporary service change was implemented effective August 14, in an effort to provide efficient, reliable transit service to our passengers once service resumes. This emergency temporary service reduction was necessary to address operational issues impacting our contractor's ability to provide transit service due to a national labor shortage caused by the pandemic. The hiring challenges we are facing in this community are epidemic and the impacts are being felt by transportation providers and communities across the nation. With this temporary service change it takes in account the lower staffing levels to match the amount of service the RTC puts on the street so our customers can depend on the schedules and not have unexpected additional wait times. This reliability is critical for our customers to rely on the service to get them to work or any appointments on time. The primary changes will consist of every fifteen-minute service on both the Virginia and 4th/Prater corridors and moving Route 2/2s to every 60 minutes. Keolis is hiring and training new drivers now and as they get back up to full staffing, service levels will be increased to match those new levels in future service changes.

Washoe County Launches Human Trafficking Awareness Campaign

Earlier this month, Washoe County Human Services Agency in collaboration with RTC launched its Human Trafficking Awareness campaign with thought provoking advertisements on three RTC buses. These buses run throughout the service area, including Route 1 and the new Virginia Line near downtown and the casinos, intended to spread this important messaging.



Feonix-Mobility Rising Software and Statewide Transportation Efforts



Rising is teaming up with Neighbor Network of Northern Nevada (N4) to create an enhanced, human-centered Mobility as a Service (MaaS) to increase transportation access for communities across many miles. On June 29, stakeholders who represent a broad composition of human services agencies, non-profits, rural and urban transit agencies attended the N4 Connect/Feonix – Mobility Rising Kick-Off meeting with RTC staff to walk through the plan in detail for the next two years and discuss outreach, passenger education, equity, and marketing. This two-year project will be rooted in the process of community

engagement to design a cohesive mobility network to enable Northern Nevadans to travel across the region without the additional burden of strain from a disjointed system. Utilizing MaaS as a framework, N4 Connect will connect people to places and services by easing complex transitions, resolving payment pain-points and offering the benefits of advanced technology in favor of empowerment for individuals, caregivers, social workers, and mobility managers. Funding for this project is made possible by the Federal Transit Administration (FTA) 5310 Program administered by the RTC, the Nevada Department of Transportation (NDOT), the Nevada Department of Health and Human Services (DHHS), the Nevada Aging and Disability Services Division (ADSD), and the Nevada Statewide Independent Living Council (SILC).



RTC RIDE Key Highlights – July

- The new General Manager for Keolis, Phil Pumphrey, is on location.
- A “Mask” Arbitration hearing was conducted on July 21.
- On July 22nd, Phil Pumphrey and Mike Ake, SVP, met with operators at FOURTH STREET STATION.
- Road Supervisor Rick Landon completed his DMV Third Party Certification for testing new Operators for their commercial driver’s license (CDL).
- Three operators graduated to revenue service, two operators were reinstated from leaves and seven resigned.
- Union CBA negotiations were held on July 26.
- Vansco Electrical provided 40 hours of onsite training for Keolis technicians relevant to the New Flyer bus doors and ramps.
- A third party audit was performed on 34 coaches in July.
- Keolis instituted a company-wide campaign focusing on working to enhance and identify ways to foster an inclusive work environment while respecting all backgrounds, identities, cultures, and perspectives. We recognize there is always work to be done in terms of diversity, equity and inclusion. We are beginning to roll out initiatives that will keep us on a path of respect, growth and understanding of one another.
- Keolis celebrated National Hot Dog Month by hosting a festive hot dog lunch with its staff. The team enjoyed a lunch catered by *Coney Island Dogs and Burgers* at both the Villanova and FOURTH STREET STATION locations. It was a great way to show appreciation for our employees on a hot summer day.

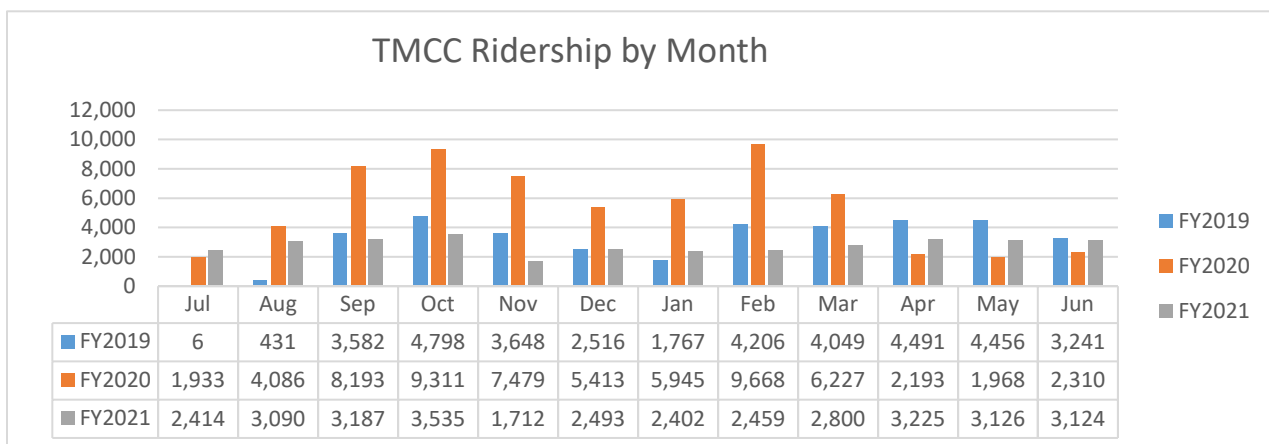
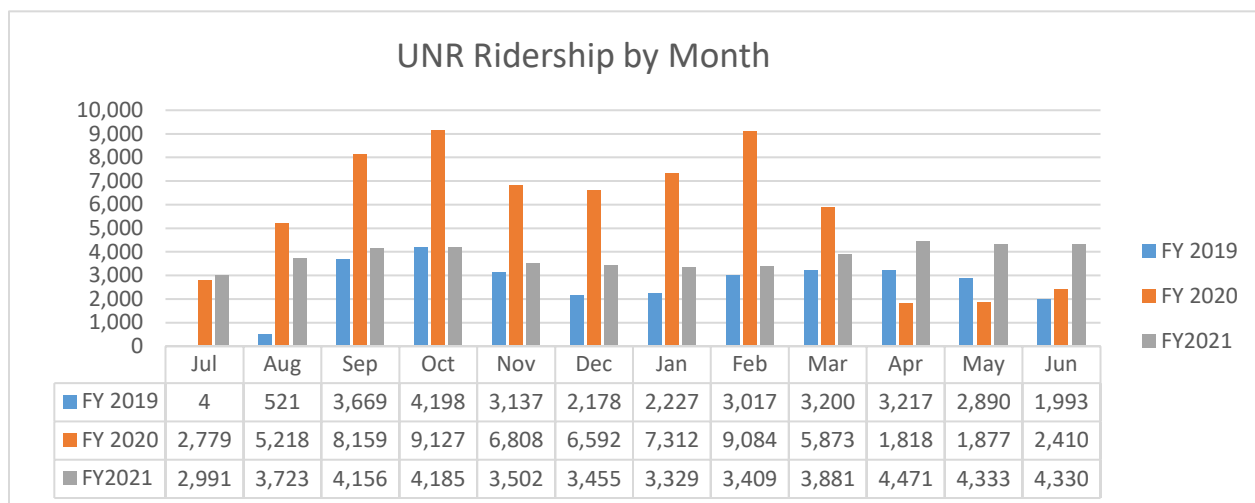


RTC ACCESS Key Highlights - July

- Simon Batter assumes new role as Safety and Training Manager, completing a personnel file safety audit; implementing the Safety Management System Ambassador program (i.e. Safety Committee); and plans to streamline MTM’s current training program.
- July Safety Message: Keep your eyes moving and expect the unexpected.
- MTM is reminding its drivers that school is back in session.
- MTM welcomed two new operators to their team in July.

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools increased to 274 from 265 with over 200 of those serving the Tahoe-Reno Industrial Center (TRIC). RTC added a new company, Sierra Disposal, to the program.
- On July 29th, staff presented the RTC Smart Trips program to the Washoe County Green team. The presentation was recorded and uploaded on the County’s internal website.
- Staff will participate in UNR’s Orientation week by running a special bus on Saturday, August 14th. Staff will also advise students about the ED Pass Program and they created ads for the UNR Visitor’s guide.
- Staff has created a folder containing site-specific transportation options and will be delivering them to developers throughout the community to hand out to new homebuyers.
- Staff continues to attend the Truckee/North Tahoe Transportation Management Association monthly meetings via Zoom.
- Staff created flyers containing information about Token Transit, Next Bus and the RTC Smart Trips program for the Peppermill and Western Village casinos.
- Ridership numbers from the ED Pass Program through June 2021:

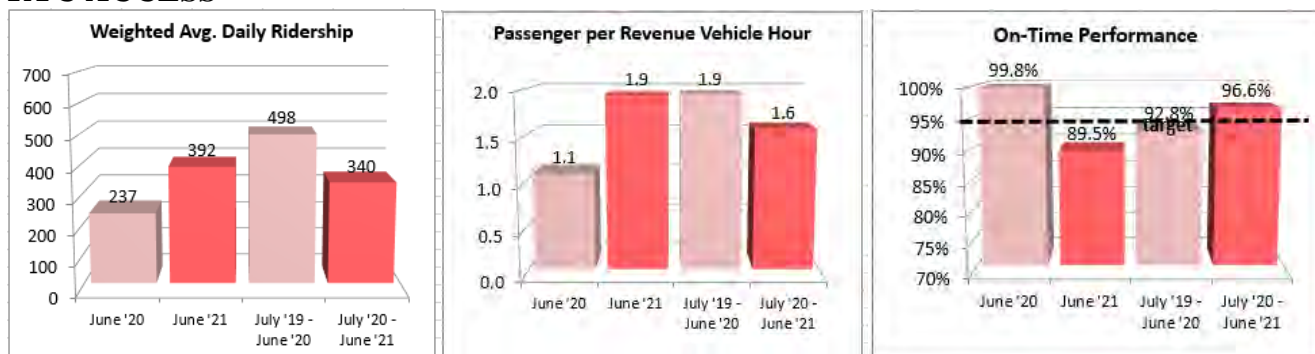


JUNE 2021 TRANSIT PERFORMANCE

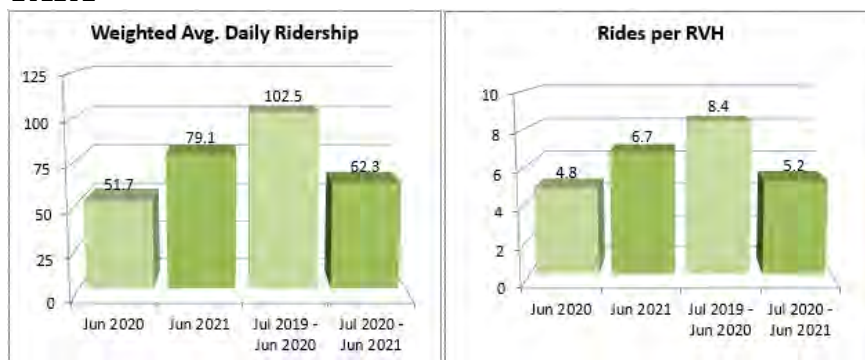
RTC RIDE



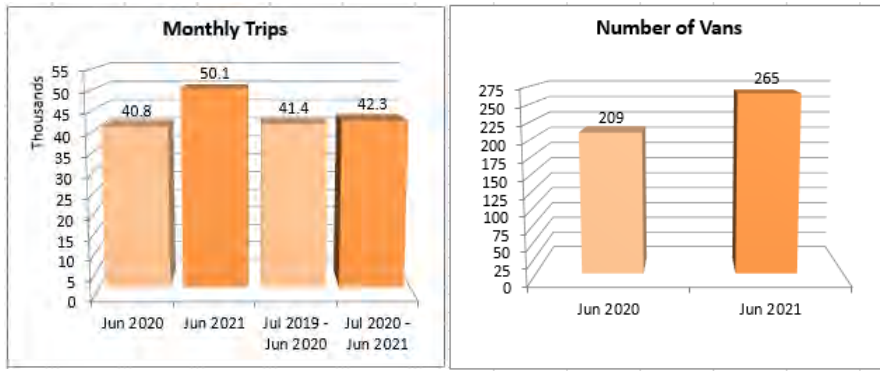
RTC ACCESS



TART



RTC VANPOOL



ATTACHMENTS

- A. RTC RIDE Performance Statistics Table
- B. RTC ACCESS Performance Statistics Table
- C. TART Performance Statistics Table
- D. RTC RIDE Fiscal Year Comparison Charts
- E. RTC ACCESS Fiscal Year Comparison Charts
- F. TART Fiscal Year Comparison Charts
- G. RTC Vanpool Fiscal Year Comparison Charts

RTC RIDE Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jun 2021	Percent Change	Jun 2020	Jul 2020 - Jun 2021	Percent Change	Jul 2019 - Jun 2020
Monthly Ridership	474,460	17.4%	404,040	5,184,734	-24.1%	6,835,263
Weighted Avg. Daily Ridership	15,699	17.4%	13,374	14,305	-24.2%	18,884
Revenue Vehicle Hours (RVH)	21,927	0.1%	21,900	265,543	-0.3%	266,400
Rides Per RVH	21.6	17.3%	18.4	19.5	-23.9%	25.7
Revenue Vehicle Miles (RVM)	235,541	-0.3%	236,251	2,839,671	-3.3%	2,937,984
Complaints Per 25,000 Rides	6.16	95.4%	3.16	4.39	19.5%	3.67
On-Time Performance ²	85.1%	-9.5%	94.1%	89.8%	-0.3%	90.0%

Performance Indicator	May 2021	Percent Change	May 2020	Jun 2020 - May 2021	Percent Change	Jun 2019 - May 2020
Revenue	\$265,487	48.2%	\$179,167	\$2,875,891	-30.3%	\$4,128,295
Farebox Recovery Ratio	10.2%	46.3%	6.9%	8.9%	-29.9%	12.6%
Subsidy per Ride	\$5.37	-28.0%	\$7.46	\$5.78	43.8%	\$4.02

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

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

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	June '21	Percent Change	June '20	July '20 - June '21	Percent Change	July '19 - June '20
Monthly Ridership	11,944	65.5%	7,218	121,468	-31.7%	177,878
Weighted Avg. Daily Ridership	392	65.4%	237	340	-31.8%	498
Revenue Vehicle Hours	6,161	-8.0%	6,696	77,009	-15.7%	91,350
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.94	79.9%	1.08	1.58	-19.0%	1.95
Revenue Vehicle Miles (RVM)	98,936	54.1%	64,198	1,019,354	-25.5%	1,368,087
Complaints per 1,000 Rides	0.33	-69.8%	1.11	0.58	1.9%	0.57
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	-100.0%	1.56	0.26	-71.7%	0.91
On-Time Performance (does not include taxi data)	89.5%	-10.3%	99.8%	96.6%	4.0%	92.8%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	Mar '21	Percent Change	Mar '20	July '20 - Mar '21	Percent Change	Mar '20 - July '19
Revenue*	\$111,756	2.0%	\$109,613	\$928,223	-32.8%	\$1,380,910
Farebox Recovery Ratio*	14.85%	-6.60%	15.90%	13.96%	-32.88%	20.80%
Subsidy per Passenger*	\$47.42	18.6%	\$40.00	\$55.57	123.5%	\$24.86

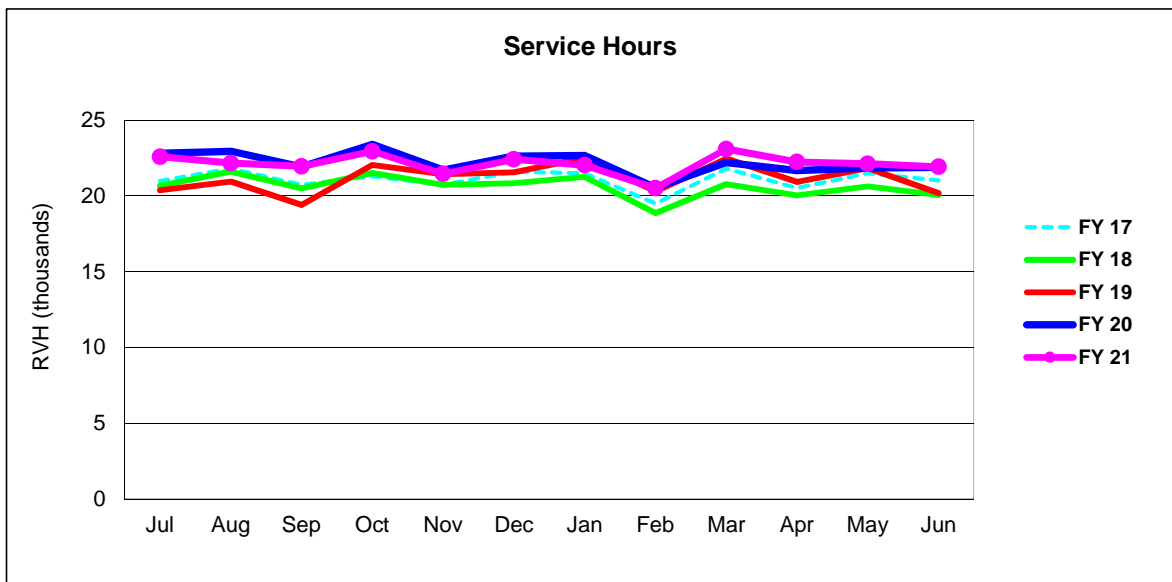
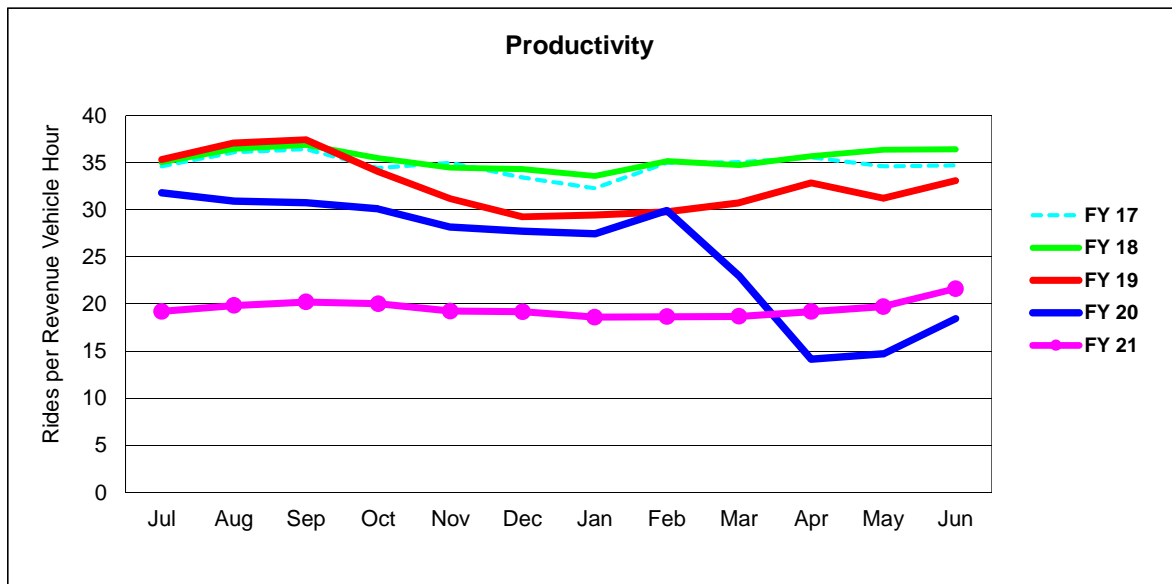
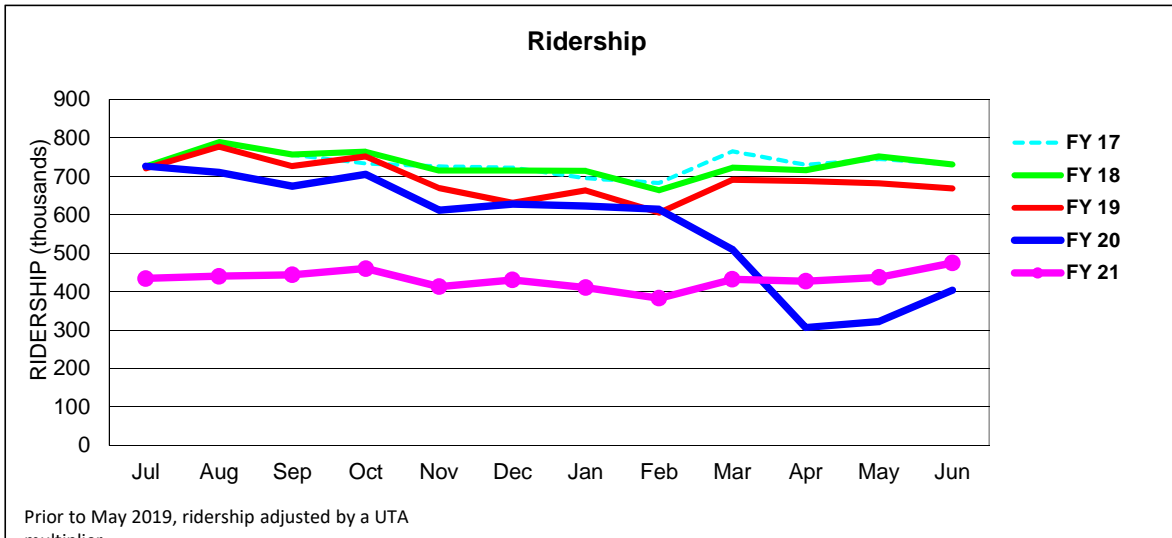
*March 2021 data is the latest available.

TART Performance Statistics

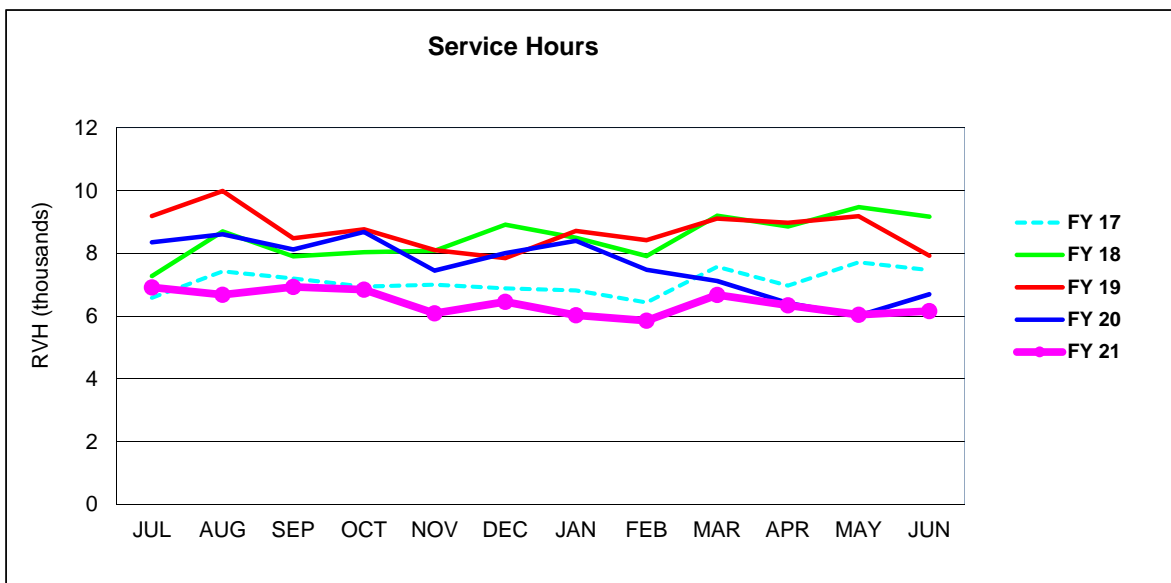
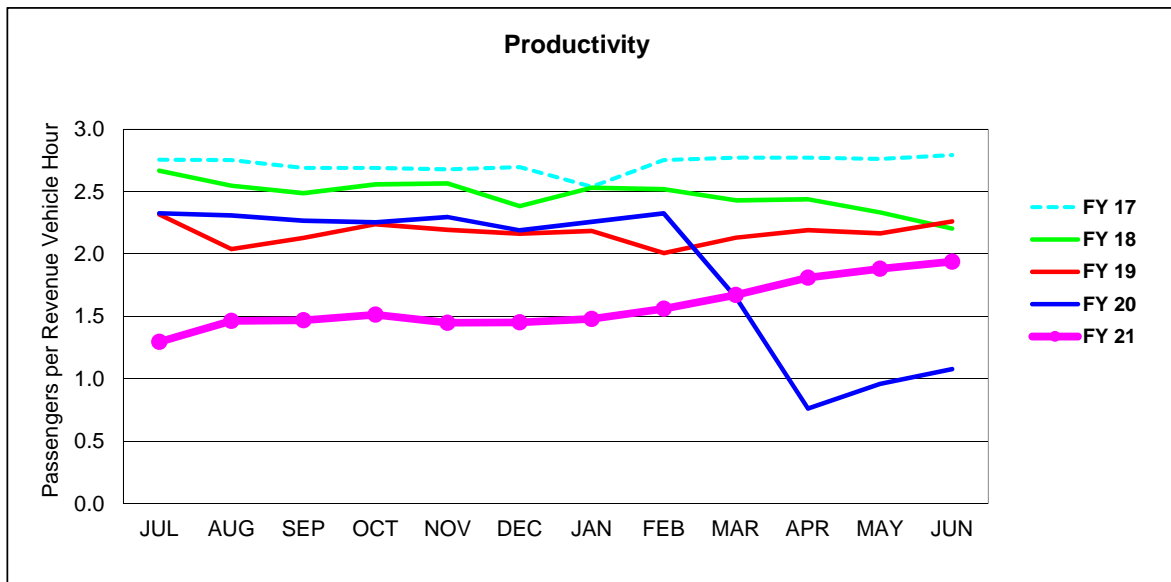
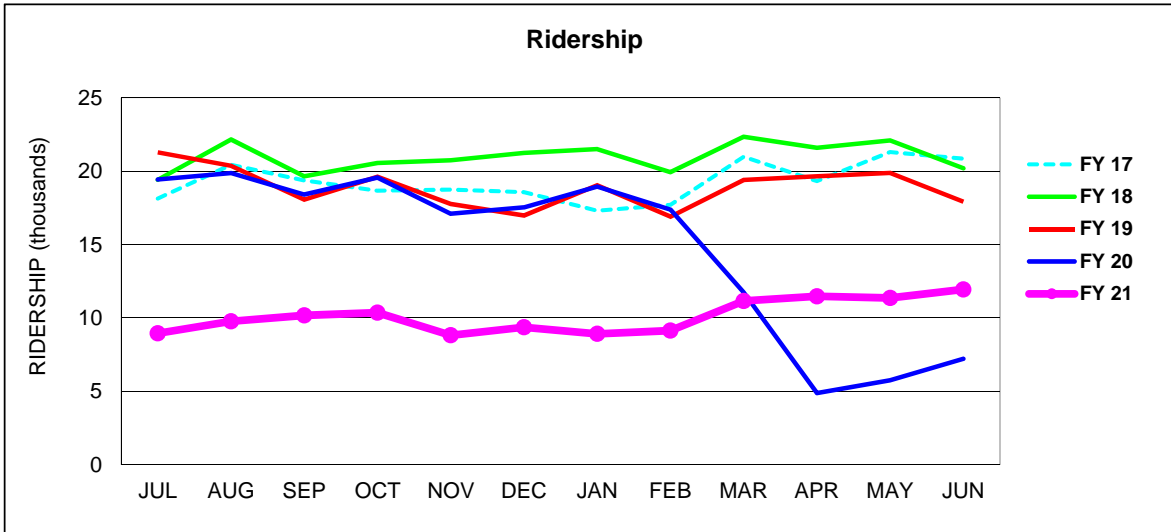
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jun 2021	Percent Change	Jun 2020	Jul 2020 - Jun 2021	Percent Change	Jul 2019 - Jun 2020
Monthly Ridership	2,372	52.2%	1,558	22,394	-39.7%	37,108
Weighted Avg. Daily Ridership	79.1	53.0%	51.7	62.3	-39.3%	102.5
Revenue Vehicle Hours (RVH)	352	7.6%	327	4,322	-2.4%	4,427
Rides per RVH	6.7	41.4%	4.8	5.2	-38.2%	8.4
Revenue Vehicle Miles (RVM)	7,717	5.5%	7,311	85,857	-1.1%	86,828
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$17,484
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	3.2%
Subsidy per Ride	\$18.74	-27.2%	\$25.73	\$24.37	72.2%	\$14.15

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

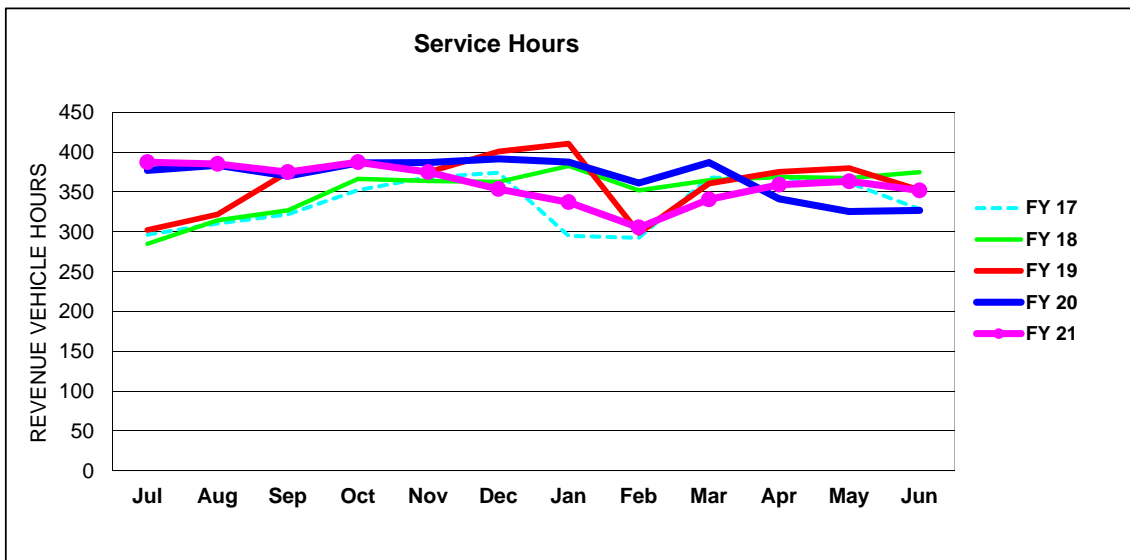
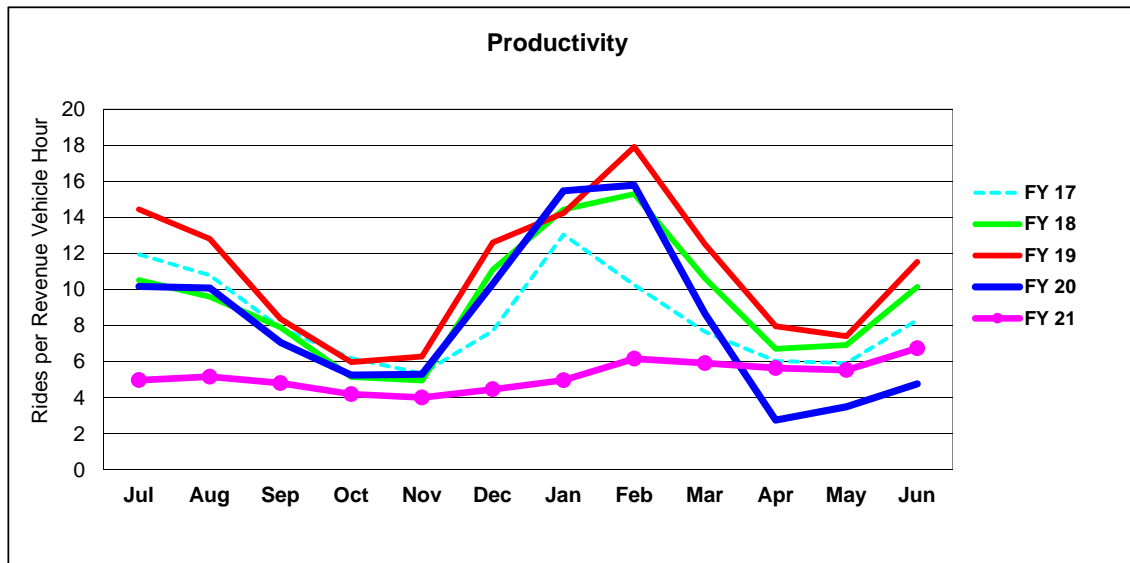
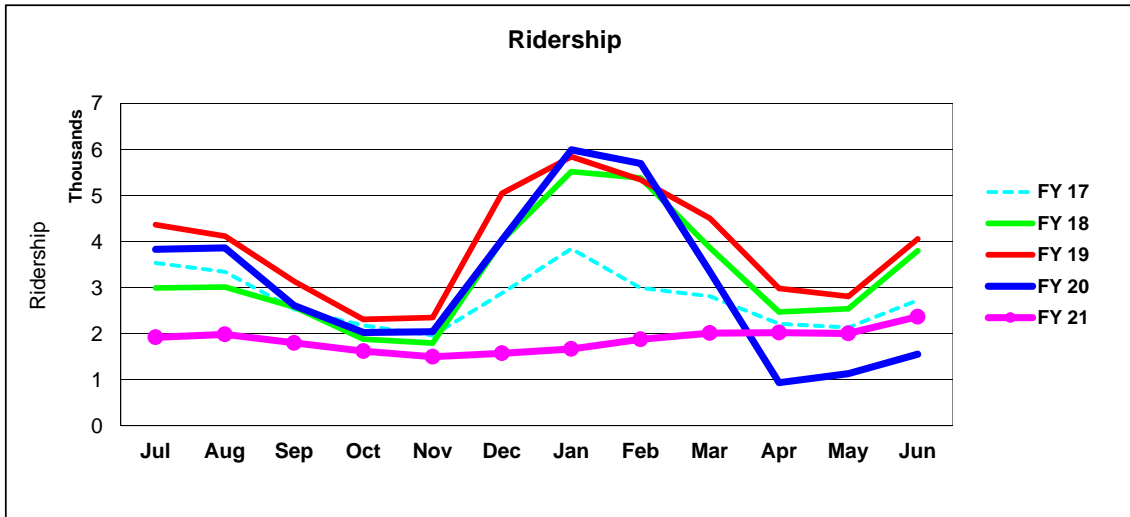
RTC RIDE Fiscal Year Comparisons



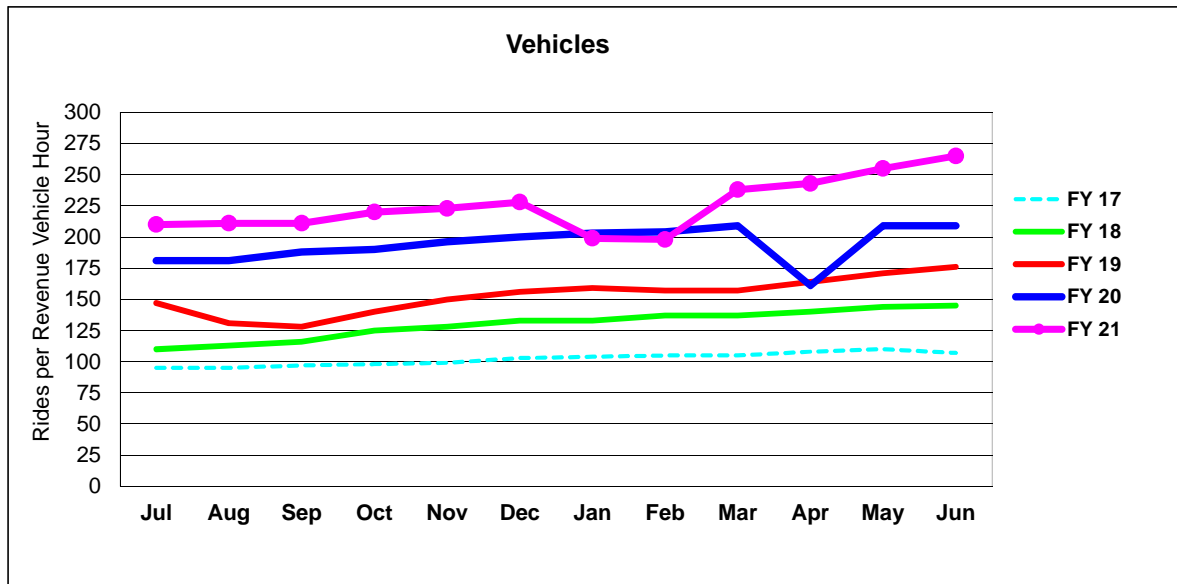
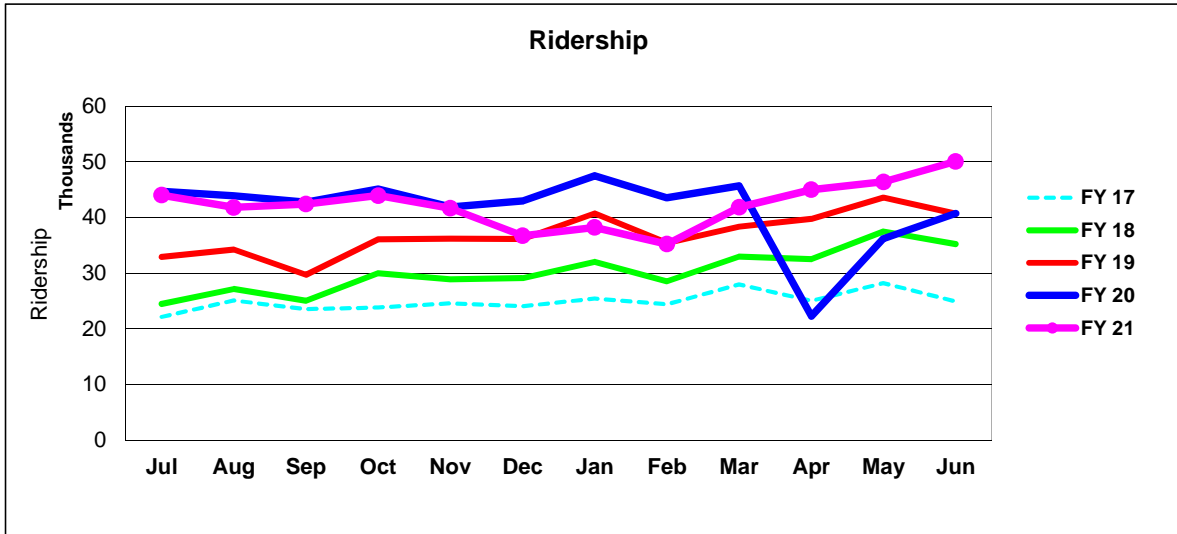
RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons



RTC Vanpool Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.5

From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Terminal Way Tenant Improvement and Elevator Modernization	8/9/2021

<u>Request for Proposals (RFP)</u>	
Project	Due Date
4th Street Station Expansion Project	7/30/2021
Arlington Avenue Bridges NEPA/Design/EDC	8/13/2021

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
North Valleys Improvements Package 3B	Sierra Nevada Construction	7/9/2021	\$794,007

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
Mill Street Traffic Analysis	Headway Transportation LLC	\$49,800

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

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
5310 Grant	Neighborhood Network of Northern Nevada (N4)	5/1/21	Amendment 3	\$32,664	\$254,067
5310 Grant	Washoe County Human Services	5/31/21	Amendment 4	(\$32,664)	\$88,225
CP/Proterra Charger	EV Infrastructure	7/16/21	2,3,4	\$7,032	\$437,500
CP/Proterra Charger	EV Infrastructure	7/16/21	5	\$3,229	\$440,729
Sutro Bus Wash	N/S Corporation	7/16/21	1	\$6,000	\$225,331



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.6

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

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

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) was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives and four private sector members who are appointed by the RTC Board.

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

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

Citizens Multimodal Advisory Committee (CMAC)

The August 4, 2021, CMAC meeting was canceled due to the lack of a quorum.

Technical Advisory Committee (TAC)

The TAC met on August 5, 2021, and recommended approval of Amendment 1 to the FFY 2021-2025 RTIP.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on July 29, 2021, and acknowledged receipt of a report on the RRIF General Administrative Manual (GAM) and the proposed revisions to the GAM.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.7

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

RECOMMENDED ACTION

Authorize the Request for Proposal for the Verdi Area Multimodal Transportation Study.

BACKGROUND AND DISCUSSION

The purpose of the Verdi Area Multimodal Transportation Study is to identify needs and transportation improvements in the study area. The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs on freeways, regional roads, and regionally significant roads identified by the project team.

The Request for Proposal, including a detailed scope of work, is attached.

FISCAL IMPACT

Funding for this item is included in the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

April 16, 2021

Approved the FY 2022 – FY 2023 UPWP

ATTACHMENT(S)

- A. Request for Proposals

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA**

Request for Proposal (RFP)

RTC 22-01

Instructions for Submitting a Proposal to Perform the

Verdi Area Multimodal Transportation Study

Due: September 23, 2021

No later than 2:00 PM PDT



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775.332.2140

TABLE OF CONTENTS

SECTIONS

- Section 1 – Introduction
- Section 2 – Scope of Services
- Section 3 – Evaluation Factors
- Section 4 – Minimum Qualifications
- Section 5 – Small Business Enterprise (SBE) and Emerging Small Business (ESB) Participation
- Section 6 – DBE Requirements
- Section 7 – Procurement Schedule
- Section 8 – Pre-Proposal Conference
- Section 9 – Proposals
- Section 10 – Submittal Instructions
- Section 11 – Rules of Contact
- Section 12 – Proposer Questions
- Section 13 – Confidential Information, Trade Secrets, and/or Proprietary Information
- Section 14 – Evaluation Process
- Section 15 – Negotiation of Agreement
- Section 16 – Protest Procedures

ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Evaluation/Scoring Sheet
- Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200
- Attachment D – Affidavit of Non-Collusion
- Attachment E – Certification Required by Section 1352 of Title 31, United States Code

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.rtcwashoe.procureware.com:

1. Form Contract, including indemnification and insurance requirements.

SECTION 1 – INTRODUCTION

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Proposals (RFP) and will select the most qualified firm with whom to negotiate a fair and reasonable price and finalize a contract. Issuance of this RFP shall in no way constitute a commitment by the RTC to execute a contract.

The RTC reserves the right to issue addenda to this RFP prior to the proposal due date and may extend the proposal due date by addendum if necessary. Proposers are responsible for checking for any addenda at www.rtcwashoe.procurement.com.

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all proposals received, or to cancel this RFP at any time if in the best interests of the RTC.

SECTION 2 – SCOPE OF SERVICES

The project, background, and services and deliverables to be provided, are described in Attachment A – Scope of Services.

SECTION 3 – EVALUATION FACTORS

This will be a qualifications-based selection process as required by 40 U.S.C. 1101-1104 (Brooks Act) and NRS 625.530. No pricing or cost information is to be provided with the proposal. Compensation will be negotiated with the most qualified firm after conclusion of the evaluation process. The RTC will determine the most qualified firm based on the factors identified in Attachment B – Evaluation/Scoring Sheet.

SECTION 4 – MINIMUM QUALIFICATIONS

A. Registered Professional Engineers and Land Surveyors

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must be employed by the firm that is submitting the proposal for consideration by the RTC. A firm cannot meet the registration requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the proposal. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

B. Nevada Business License

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity's Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

SECTION 5 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION

The RTC encourages Small Business Enterprise (SBE) and Emerging Small Business (ESB) participation on its projects. RTC expects prime contractors to extend contracting opportunities to SBE and ESB entities on this project, whenever such opportunities exist.

SECTION 6 – DBE REQUIREMENTS

There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement. However, the RTC, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the RTC encourages proposers to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

SECTION 7 – PROCUREMENT SCHEDULE

Task	Date
RFP Issued	8/24/2021
Pre-Proposal Conference	9/1/2021 at 1:30 PM
Questions Due	9/3/2021 by 4:00 PM
RTC Responds to Questions by Addendum	9/8/2021
Proposals Due	9/23/2021 by 2:00:00 PM PDT
Interviews (if needed)	TBD
Contract Executed	Anticipated November 2021

The RTC reserves the right to alter any of the dates or times shown above by addendum.

SECTION 8 – PRE-PROPOSAL CONFERENCE

The non-mandatory Pre-Proposal Conference will be held via Zoom/Conference Call on Wednesday, September 1, 2021 at 1:30 PM. The purpose of the pre-proposal conference is to review the procurement process and the RTC's needs and specifications and to address any pertinent questions from interested parties. Participation is strongly encouraged. Although RTC staff may provide verbal answers to some questions raised at the pre-proposal conference, only those answers issued in a written addendum to this RFP will be considered valid and binding on the RTC.

To join the Zoom/Conference Call:

<https://us02web.zoom.us/j/89006766226?pwd=Y0tmUzA4bXZqZ2ZTY2RiSlJqQTJlQ09>

Dial In Information: (877) 853 - 5247 (US Toll-free) or (888) 788 - 0099 (US Toll-free)

Meeting ID: 890 0676 6226

Passcode: 472934

SECTION 9 – PROPOSALS

Proposals must not include any pricing or cost information. Proposers must adhere to the following requirements and limitations in preparing their proposals:

1. The proposal must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½" x 11" pages. The cover letter must include the proposer's contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
2. The proposal must respond to each Evaluation Factor in the exact order presented in Attachment B – Evaluation/Scoring Sheet. Each response must be contained in its own unique, numbered section bearing the same number and title as the Evaluation Factor being addressed.

The responses to the Evaluation Factors, including any tables, must be 1.5-line spacing, must use no smaller than 11 point font, and must not exceed **TEN (10)** 8½" x 11" pages. Any use of 11" x 17" pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.
4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
7. Proposers must specify any objections to the terms and conditions in the Form Contract available at www.rtcwashoe.procureware.com. Any objections should be stated on a separate attachment titled "Objections to Form Contract". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
8. The proposal must have a page divider between each of the sections described above.
9. Proposers must provide signed copies of each of the following: Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200; Attachment D – Affidavit of Non-Collusion; and Attachment E – Certification Required by Section 1352 of Title 31, United States Code.
10. Proposers must provide one copy of their financial statements (including balance sheet and income statements) for the last two (2) years. If proposer is a wholly-owned subsidiary of a parent company, it must also submit the financial statements of its parent company for the same two (2) years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the work.

Failure to meet the above stated requirements and limitations may result in a proposal being deemed non-responsive in the RTC's discretion. Later alterations, modifications or variations to a proposal will not be considered unless authorized by the RFP or an addendum.

SECTION 10 – SUBMITTAL INSTRUCTIONS

Proposers may submit their proposals and the required submittals to ProcureWare via the following link: www.rtcwashoe.procureware.com

- The proposal and required attachments
- The proposer's financial statements
- Signed copies of Attachment C, Attachment D, and Attachment E of this RFP

Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the RTC, in its sole discretion.

Proposers will be solely responsible for the timely delivery of proposals. No responsibility will attach to the RTC, or any official or employee thereof, for failure to open a proposal not properly submitted. Faxed and/or e-mailed proposals are not allowed and will not be considered.

SECTION 11 – RULES OF CONTACT

Proposers shall **only** correspond with the RTC regarding this RFP through the RTC's designated representative. The designated representative's contact information is:

Karin Copeland
Procurement and Contracts Analyst
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
Kcopeland@rtcwashoe.com
(775) 332 - 2140

Proposers shall not contact the RTC's employees, including RTC heads, members of the review committee and/or any official who will participate in the selection and award process, except through the process specified herein. Any communications determined to be improper may result in disqualification at the discretion of the RTC. Information regarding the RFP will be disseminated by the RTC on www.rtcwashoe.procureware.com. The RTC will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a proposal being deemed non-responsive in the RTC's discretion.

SECTION 12 – PROPOSER QUESTIONS

Any and all questions raised by proposers must be posted to www.rtcwashoe.procureware.com by the deadline specified in the schedule above. All requests must be accompanied by a corresponding reference to the name of this RFP.

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on www.rtcwashoe.procureware.com. Only requests submitted through www.rtcwashoe.procureware.com will be considered.

SECTION 13 – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR PROPRIETARY INFORMATION

All materials submitted become the property of the RTC and will not be returned. The RTC's selection or rejection of a proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. The RTC shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

Confidential information, trade secrets, and/or proprietary information must be marked as such in the proposal. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the proposer. The proposer must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The proposer will not be allowed to alter the proposal after the date and time set for receipt of proposals. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Any information submitted pursuant to the above procedure will be used by the RTC only for the purposes of evaluating proposals and conducting negotiations.

If a lawsuit or other court action is initiated to obtain proprietary information, a proposer who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information, at its own cost. Failure to do so shall be deemed proposer's consent to the disclosure of the information by the RTC, proposer's waiver of claims for wrongful disclosure by RTC, and proposer's covenant not to sue RTC for such a disclosure.

Proposer also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

SECTION 14 – EVALUATION PROCESS

A review committee will evaluate the proposals. The review committee will be comprised of RTC staff and may include other members representing local entities.

Oral interviews may be conducted at RTC's sole discretion with proposers within a competitive range. In the event that the RTC elects to conduct interviews, each proposer in the competitive range will be advised of the format and schedule for interviews.

If interviews are not conducted, the final ranking will be determined based on scoring of the proposals. If interviews are conducted, the final ranking will be determined by the review committee after the interviews. Failure of a proposer to appear at an oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration.

SECTION 15 – NEGOTIATION OF AGREEMENT

After the final ranking, the RTC and the highest ranked proposer will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to disclosure to competing proposers. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the highest ranked proposer, the RTC may terminate negotiations with that proposer and proceed to negotiate with the next highest ranked proposer, and so on, until an acceptable agreement is negotiated, or the RTC, in its sole discretion, elects to terminate the procurement.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, proposals can be requested from the RTC via a public records request.

SECTION 16 – PROTEST PROCEDURES

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

Attachment A

Scope of Services Verdi Area Multimodal Transportation Study

Introduction:

This scope of work is for the multimodal transportation study of the Verdi area. The purpose of the study is to identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs on freeways, regional roads, and regionally significant roads identified by the project team. The study is generally in the Verdi area as shown in the map below. Specific study area boundary will be determined in coordination with the project team.

Study Area Map



Objective:

Identify and evaluate potential multimodal transportation improvements for regional roads in the Verdi area. The study will provide a strategy for developing transportation improvements according to adjacent planned and existing land use. We will coordinate with the Nevada Department of Transportation (NDOT) to identify potential improvements to I-80 and freeway interchanges in the study area.

Task 1: Project Management

- 1.1 Invoicing and Progress Reports - Prepare the monthly progress reports, invoices, and billing.
- 1.2 Coordination - An initial meeting with RTC will be organized to establish study goals and objectives. Coordination with the RTC project manager and staff will be ongoing throughout the project. It is anticipated that the consultant will communicate with the project management team through brief bi-weekly online meetings.
- 1.3 Management Plan - The consultant shall provide a management plan that identifies a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables, and progress reports.

Task 2: Existing and Future Conditions Analysis

- 2.1. Existing Studies - Review existing traffic and land use development studies that are relevant to the Verdi area and incorporate them into the analysis. Review recent and planned improvements.
- 2.2 Traffic Analysis – Identify a list of study intersections in the area in coordination with the project team. Obtain recent peak hour morning and evening turning movement data at the intersections during a typical workday when school is in session. Analyze system performance based on the data collected. Prepare Level of Service (LOS) analysis for the study intersections and roadway segments. Develop existing and 2050 traffic volumes on the regional network and at the study intersections using adjusted RTC travel demand model results. Review truck routes and truck traffic and safety in the area.
- 2.3 Land Use Analysis - Collect information about zoning, current land use, and planned land use/redevelopment, including Verdi area schools, major commercial, industrial and residential developments. Coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. Coordinate with Washoe County School District and major land-use developments that have the potential to significantly impact the travel demand or traffic operations in the study area. Develop a memo to document all land-use changes compared with the 2020 consensus forecast, which was used in the RTC's travel demand model. Provide a summary that can be used by the RTC to update the travel demand model land use data and reflect the development forecasts. Travel demand modeling will be

conducted by the RTC, and outputs will be provided to the consultant. The consultant will adjust raw model results following the RTC's direction.

- 2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes. Analyze potential safety issues and contributing factors on the study roadway segments and intersections, including lighting, speed, railroad crossings, roadside hazards etc.
- 2.5 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. This includes an analysis of the existing FlexRIDE service in the study area. Coordinate with the RTC Public Transportation and Operations Department to identify future transit service needs, potential improvements, and park and ride options.
- 2.6 Pedestrian, Bicycle, ATV Routes Analysis – Document the location of existing pedestrian and bicycle facilities connectivity of the network in the study area. Address community concerns related to off-road vehicle routes. Provide improvement strategies to ensure safe travel for all modes.

Task 3: Public and Agency Involvement

- 3.1 Project Technical Advisory Committee Meetings – Facilitate up to five (5) project TAC meetings that will be held during the planning study to review study issues and results. These meetings may be in person or online.
- 3.2 Public Information Meetings/ Planning Workshops – Facilitate up to two (2) public information meetings, in an open-house/workshop format during the project. Conduct outreach to area residents and business/property owners and community groups. Provide online meeting options depending on the social distancing requirements at the time.
- 3.3 Agency Meetings – Present the project at community and stakeholder meetings including WARD 5 Neighborhood Advisory Board (NAB) and West Truckee Meadows/Verdi Township Citizens Advisory Board (CAB) meetings.
- 3.4 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings – Make two presentations to the RTC TAC and CMAC (four meetings total).

Task 4: Develop and Evaluate Alternatives

- 4.1 Develop a vision statement and associated goals for the study. This multimodal vision statement should incorporate community and stakeholder input and include the integration of transportation, land use, and community needs. The role the Verdi area serves relative to different transportation modes (auto, transit, bicycle, and pedestrian) should be considered. Goals for the area should take into account existing and future land use.
- 4.2 Roadway and Traffic Improvements - Develop and evaluate short and long-term roadway and intersection improvements, including the following:
- *Traffic signal upgrades*
 - *Travel lane configurations*
 - *Freeway capacity needs*
 - *Speed limit changes*
 - *Intersection/ interchange configurations and potential roundabouts*
 - *Signs and markings improvements*
 - *Traffic calming measures*
 - *School zone operational & safety improvements*
 - *Parking needs*

Detailed Designs, Right-of-Way Determination, and Change of Access Reports are not included in this Scope of Work but may be included under contract amendment

- 4.3 Transit Improvements – Develop and evaluate short and long-term transit improvements based on the Short Range Transit Plan, including the following:
- *Potential needs for transit service*
 - *Potential improvements to the existing FlexRIDE*
 - *Potential park and ride lots*
- 4.4 Pedestrian and Bicycle Improvements – Develop and evaluate improvements to pedestrian and bicycle facilities, including sidewalks, bicycle lanes, multi-use paths, and streetscape improvements at a planning level.

Task 5: Report Preparation

- 5.1. Draft Report - Prepare a concise and focused draft report including graphics and illustrations of alternatives. The report will include typical cross-sections, conceptual design level exhibits for roadway and intersection improvements, concept layouts of other improvements, and planning level cost estimates.
- 5.2 Revised Report – Revise the draft report based on comments from the RTC, NDOT, the City of Reno, and Washoe County. Present revised report to TAC, CMAC, and the public.
- 5.3 Final Report – Incorporate comments from TAC and CMAC members and the public and produce the Final Report.

Deliverables

1. Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings
2. Provide an electronic copy of the draft report to the RTC for review and distribution.
3. Provide an electronic copy of the final report.

Project Milestones:

- Project coordination meeting with RTC, NDOT, the City of Reno, and Washoe County – Month 1
- Project TAC Kickoff Meeting – Month 2
- Public Information/Workshop Meeting #1 – Month 4
- Public Information/Workshop Meeting #2 – Month 7
- Draft Report – Month 10
- Revised Report – Month 11
- Final Report – Month 12



Attachment B
EVALUATION/SCORING SHEET

Project Name Verdi Area Multimodal Transportation Study

Proposer Name _____

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

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Description: Project Approach (40 points) a. Demonstrate Project Team’s understanding of the project and associated requirements contained in the Scope of Work. b. Identify and describe specific methods used to complete each project requirement. c. To ensure effective stakeholder input, demonstrate the ability to implement a successful public engagement strategy with various stakeholder interests. d. Propose a management plan and project schedule to meet all project objectives.	40%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 1 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 2 - Description: Past Performance and Local Knowledge (30 points) a. Include details of at least three similar projects including project name, project staff, initial project budget and final budget, project dates, and the name and contact information for a client representative. b. Demonstrate Project Team’s understanding of and experience with past and current transportation planning issues both in the project area and Washoe County as a whole. Identify any potential project challenges, opportunities, and unusual circumstances that should be considered during the design of the project.	30%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	

Verdi Area Multimodal Transportation Study

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 3 - Description:</p> <p>Project Team (15 points)</p> <p>a. Provide an organizational chart with all proposed personnel, including subcontractors if any.</p> <p>b. List personnel with their education, years of experience, lengths of time with their current firm, capabilities, and strengths related to their role and responsibilities on this project.</p> <p>c. Provide a summary of the Project Team member's experience working together on projects of similar scope.</p>	15%	100	100				<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
Factor 3 Weighted Points Calculation(s)			15.0	0.0	0.0	0.0	
<p>Factor 4 - Description:</p> <p>Availability & Capacity (15 points)</p> <p>a. List significant project that the key personnel are currently working on or are committed to work on, the percentage of time allocated to each project and the completion date for each project.</p> <p>b. Demonstrate the anticipated availability of the key personnel for the duration of the project. Key personnel changes during the project can be disruptive and cause loss of project knowledge and unnecessary delays. Discuss strategies to avoid the situation.</p> <p>c. Demonstrate the capacity of the Project Team to meet the needs of the project tasks. Consider the prime consultant's and sub-consultant's depth of staffing and other resources.</p>	15%	100					<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
<p>Factor 5 - Description:</p> <p>N/A</p>	0%	100					<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
Factor 5 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
TOTAL:	100%		15.0	0.0	0.0	0.0	

Verdi Area Multimodal Transportation Study

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
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Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____

Attachment C

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____

COUNTY OF _____

I, _____ (Name of party signing this affidavit and the proposal)

_____ (title), being duly sworn do depose and say:

That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Date

Attachment D

AUTHENTICATION AND NON-COLLUSION CERTIFICATION

STATE OF _____

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price or any component of the proposal price, of the proposer or any other proposer, or to fix any overhead, profit or cost element included in the proposal, or of that of any other proposer, or to secure any advantage against the Authority of anyone interested in the contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after award of the contract or rejection of all proposals and cancellation of the solicitation.

(Signature)

(Signature)

(Name - Printed)

(Name - Printed)

(Title)

(Title)

Attachment E

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for 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 the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if know:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print _____ Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 20, 2021

AGENDA ITEM 4.8

From: Amy Cummings, Deputy Executive Director and Director of Planning

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Reno (City) to fund and complete a study to analyze and provide recommendations on placemaking strategies, urban design, mobility, and other items related to the Virginia Street corridor between 9th Street and Liberty Street.

BACKGROUND AND DISCUSSION

Through the 2050 Regional Transportation Plan process, public comments were received regarding the need to improve the safety and vitality of Virginia Street in Downtown Reno. They included a range of land use, transportation and urban design suggestions. Because many of the potential alternatives under consideration involve City of Reno operational and regulatory decisions, the City would lead the study process. RTC would participate and provide support regarding transportation-related items throughout the study process as identified in the proposed agreement. Through this agreement, RTC will agree to pay up to 50% of the cost of the contract with the consultant or \$75,000, whichever is less. The draft scope of work and Interlocal Cooperative Agreement are attached.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement
- B. Scope of Work

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of _____, 2021, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

WITNESSETH:

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

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

WHEREAS, CITY and RTC intend to cooperate on a study to analyze and provide recommendations on placemaking strategies, urban design, mobility, and other items related to the vitality of the Virginia Street corridor between 9th Street and Liberty Street (the “STUDY”); and

WHEREAS, CITY will enter into a contract with a qualified consultant to perform the scope of work, in substantially the form attached as Exhibit A, necessary to complete the STUDY; and

WHEREAS, RTC will participate in the development of the STUDY and will reimburse CITY for 50% of the costs of the contract with the consultant, in an amount not-to-exceed \$75,000; 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 enter into a contract with a qualified consultant to perform the scope of work, in substantially the form attached as Exhibit A, necessary to complete the STUDY.
2. To assign a project manager to manage the contract with the consultant.
3. To allow RTC’s project manager an opportunity to provide input on the final scope of work and cost of the STUDY, and to review and approve the contract with the consultant prior to execution.

4. To allow RTC's project manager to provide input during the development of the STUDY, and to review, comment on, and approve drafts of the STUDY.

5. To invoice RTC within 60 days of the completion of the STUDY, in an amount not-to-exceed 50% of the costs of the contract with the consultant or \$75,000, whichever is less. City shall submit the invoice to accountspayable@rtcwashoe.com.

RTC AGREES:

1. To assign a project manager to provide input on the final scope of work and cost of the STUDY, to review and approve the contract with the consultant prior to execution, to provide input during the development of the STUDY, and to review, comment on, and approve drafts of the STUDY.

2. To reimburse CITY for the actual costs of the STUDY in an amount not-to-exceed 50% of the costs of the contract with the consultant or \$75,000, whichever is less.

3. To remit payment within forty-five (45) calendar days following receipt of an invoice from CITY.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.

2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.

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

RTC: Dan Doenges
Planning Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1901

CITY: Jeff Limpert
Revitalization Manager
City of Reno

1 East First Street
Reno, NV 89501
Phone: (775) 657-4573

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. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney

Downtown Virginia Street Urban Placemaking Study

General Scope of Work

Subject to Change

Purpose and Objective

Project Limits: Virginia Street Corridor: Sierra Street to the west, Lake Street to the East, 9th Street (University Gateway) to the north, and Liberty Street to the south.

Project Objective: The purpose of this project is to conduct an analysis of the Virginia Street corridor and work with stakeholders to identify a unified vision, while addressing such elements as land use, economic development, urban form, accessibility, safety, and livability.

Project Need: Downtown Reno, and the community at large, is experiencing significant growth and investment in residential, commercial, and industrial development. City officials and regional partners are seeking to create a vibrant and inviting downtown core in which people will make as their destination to socialize, recreate, dine, and shop. Virginia Street is the main north-south arterial that runs through the heart of downtown Reno. Staff from the City of Reno and the Regional Transportation Commission (RTC) coordinated to develop a downtown circulation plan as part of the RTC's recently approved 2050 Regional Transportation Plan (RTP). The RTP identified planning-level transportation improvements to enhance connectivity across different modes of transportation as well as general safety improvements within the downtown core. The need for this study arose as a means to create a vision for the corridor that will support continued vitality of the downtown area and better understand the relationship and role Virginia Street should have to the surrounding uses, events, residents, businesses, and visitors.

The CONSULTANT is responsible for conducting tasks 1 through 5 as listed below to conduct the Downtown Virginia Street Placemaking Study. To conduct this work, the City of Reno will provide the consultant copies of prior City of Reno and RTC studies.

The study will utilize an experienced urban design firm that has successfully facilitated robust stakeholder engagement processes over a limited time period. The CONSULTANT must gain the confidence of the staffs of Reno and RTC, the elected officials of the City of Reno, Washoe County Board of County Commissioners and the RTC Board. Business and resident stakeholders and interest groups (e.g., Downtown Reno Partnership, Truckee Meadows Bicycle Alliance, and University of Nevada Reno) must feel included and heard in the development of the vision.

The desired deliverable is a narrative and graphics that define a vision for the future function and character of Virginia Street. This vision must include a definition of the desire and nature of facilitating (or excluding) vehicles, buses, bicycles, and pedestrians, at a minimum, and how various transportation modes may enhance or detract from achieving the desired vision.

Task 1: Project Management

- 1.1 Perform day-to-day work to administer interrelated activities, manage personnel and resources, prepare and submit monthly invoices, monitor schedules and budgets, and prepare and distribute project progress reports as required.
- 1.2 Organize and conduct an initial kick-off meeting to clarify and refine study schedule, discuss overall study objectives, establish project management team's roles and responsibilities, and identify potential information sources.
- 1.3 Organize and conduct weekly status meetings (or as needed) with the key staff on the project team to explain the study progress, details and seek consensus on the tasks and milestones.
- 1.4 Provide frequent communication with City project manager, team leads, and subconsultants (if applicable) to ensure that all project activities move forward in a coordinated manner.
- 1.5 Within two weeks of the notice to proceed (NTP), the consultant team will provide a detailed work plan for the project which includes timelines for major milestones. The work plan will be delivered to the City project manager for review and comment.
- 1.6 Provide materials to City staff to present to relevant committees.

Deliverables:

- Schedule,
- Presentation and meeting materials where applicable, and
- Monthly invoices tied to major milestones or timeframes, including percentage of work plan that has been completed as described in Task 1.5.

Task 2: Information Gathering and Analysis

- 2.1 CONSULTANT will review and synthesize the analysis and recommendations of other recent studies and projects in the corridor as described herein. Studies and projects include, but are not limited to, the following:
 - RTC 2050 Regional Transportation Plan (RTP) – specifically Appendix G: Downtown Reno Circulation Study
 - City of Reno Master Plan (ReImagine Reno)
 - Virginia Street Transit Corridor – Urban Land Institute Study (2016)
 - Virginia Street Corridor Investment Plan
 - Bicycle Facility Alternatives Analysis for Center, Sierra, and Virginia Streets

- Center Street Cycle Track 30% design/Virginia Street cross-sections
- RTC Bicycle & Pedestrian Master Plan
- RTC Complete Streets Master Plan
- Downtown Action Plan
- University of Nevada Campus Master Plan 2015 - 2024

2.2 CONSULTANT will undergo a data collection effort to identify design characteristics and streetscape elements on Virginia Street. As part of this task, the team will:

- a. Inventory existing streetscape elements including such features as sidewalk characteristics and hardscape facilities (i.e., infrastructure, street furniture, art, historic and iconic features), building facades, landscaping, parking, building access, and lighting.
- b. Work with City staff to identify relevant City ordinances and building codes that either support or discourage specific design elements along the Virginia Street corridor.
- c. Work with City staff to identify major trip attractors and amenities as well as recurring special events for consideration as part of overall vision and design of Virginia Street.
- d. Work with City and RTC staff to identify both existing and planned transportation connections/significant intersections along Virginia Street for various modes such as transit routes, bicycle facilities, and multi-use paths (i.e., Riverwalk).
- e. Address accommodations for potential future micromobility needs (bikeshare, scooters, bike racks/lockers, parking corrals, etc.), as well as general curb management best practices.
- f. Identify existing and planned land uses; develop an inventory of vacant or underutilized land in the corridor.
- g. Market analysis for growth of existing businesses and attraction of new businesses, destinations, and land uses.
- h. Explore how parks, plazas, and open space, such as City Plaza, CitiCenter Plaza, and West Street Plaza should be utilized or transformed to support the overall vision.
- i. Assess parking and loading zone inventory and needs.

Deliverables:

- Data, maps, and summery information about existing conditions
- Presentation materials to summarize findings

Task 3: Visioning and Alternatives Development

3.1 CONSULTANT will facilitate development of a community-based vision for the future of

Virginia Street in Downtown

3.2 CONSULTANT will develop planning-level concepts and design alternatives for the Virginia Street. To perform this task the CONSULTANT will:

- a. Identify options for effectively managing the Virginia Street corridor, including street closures, public-private partnerships, and special events.
- b. Identify strategies to activate public spaces on Virginia Street, including the orientation of storefronts, mix of businesses and attractions, and streetscape improvements.
- c. Assess public safety concerns and develop strategies to build on recent improvement in these areas.
- d. Create sketches (format TBD) of various segments of Virginia Street for comparison to be used in visioning exercise, which address the elements identified above.
- e. Provide examples of existing downtown locations of similar-sized cities featuring successful redevelopment efforts.
- f. Develop a preferred alternative for a vision of Virginia Street through public and stakeholder input.

Deliverables:

- Virginia Street Urban Placemaking examples,
- Alternative planning-level sketches for discussion,
- Preferred design and renderings for Virginia Street vision.

Task 4: Stakeholder Engagement and Public Involvement

4.1 The CONSULTANT will attend and facilitate interviews and/or meetings with stakeholders as identified by the City. At a minimum, it is contemplated that the following in-person activities will occur:

- Initial site visit and meeting with key Reno and RTC staff to gather background information and set context for the study. This task will also include refining the scope of work and project schedule;
- Individual or small group stakeholder interviews in Reno. Two to three days (depending on number of stakeholders identified). In-person interviews are to include Reno City Council members who choose to participate;
- A stakeholder interviews report summarizing and characterizing the information gathered along with preliminary recommendations;
- Group meeting(s) in Reno to present draft recommendations for the vision;

- Presentation of the final report to Reno City Council at a public meeting.

4.2 CONSULTANT will facilitate project Technical Advisory Committee (TAC) meetings, including representatives from the City of Reno, RTC, and other agencies as appropriate, to be held during the study period. The purpose of the TAC is to review technical study issues and provide technical guidance for development of alternatives by the stakeholder group. A total of three (3) meetings is anticipated to be conducted for the duration of the project.

4.3 CONSULTANT will undertake public involvement activities with the goal of maintaining a dialogue as to the future of the corridor. This will be accomplished through active engagement of stakeholder groups and activities as follows:

- a. In coordination with staff, the CONSULTANT shall develop presentation materials to convey progress throughout the development of the study.
- b. The Consultant shall identify community activities that provide potential opportunities to engage the public and solicit feedback on the study.
- c. The CONSULTANT shall compile the results of public engagement into a Public involvement memorandum.
- d. The CONSULTANT will work with Reno and RTC staff to develop an informational video and online public survey.
- e. The CONSULTANT shall reserve social media accounts and develop a website to serve as an information resource regarding development of the study. Management of the pages will include proactively posting appropriate project information, graphics, and photographs, connecting with appropriate agencies and stakeholders, and monitoring online conversations to correct misinformation. The CONSULTANT will develop a monthly schedule of messages in coordination with City communications to be posted several times each week.
 - i. CONSULTANT will develop a comprehensive Stakeholder database for review and approval by City. Consultant will maintain and update the database in a format approved by the City. The consultant will provide the City with the final database at the end of the study.
 - ii. CONSULTANT will conduct stakeholder meetings with neighborhood groups, businesses, or other interested organizations with a stake in project implementation along the corridor. The purpose of the meetings are to facilitate a visioning exercise and identify a preferred alternative based on input.
 - iii. The CONSULTANT will coordinate with City staff on all logistics for the stakeholder meetings including invites, securing meeting locations, agendas, meeting materials, and equipment and meeting and action items. The

consultant will provide a final Stakeholder engagement memorandum to the City at the end of the study.

Deliverables:

- Agenda, meeting materials and minutes of meetings,
- Public involvement memorandum, and
- Stakeholder engagement memorandum.

Task 5: Implementation and Financing Plan

- 5.1 Under this task CONSULTANT will identify funding sources and prepare an implementation plan for short- and long-term improvements. CONSULTANT, along with input from stakeholders, will use a range of metrics to evaluate potential improvements, prior to including them in an overall implementation plan for the corridor. The evaluation information will be displayed in a typical criteria matrix format. This type of display will enable decision makers to see, at a glance, how each project or strategy compares overall. This evaluation matrix will be used to develop a tentative list of strategies by proposed implementation order. Stakeholder input is critical at this stage prior to finalizing a list of projects by proposed implementation order. Additionally, the CONSULTANT's team will identify potential funding sources in a parallel effort and will enhance stakeholder's capacity to secure resources in the future.
- 5.2 CONSULTANT will prepare a conceptual design level plan for improvements and strategies. This will include concept layouts and cost estimates.
- 5.3 CONSULTANT will prepare a draft implementation and financing plan and distribute it for review to the City of Reno and other partner agencies and revise based on any comments received before finalizing. The desire is to have a draft report due within 120 days after the NTP with the final deliverable due within 180 days after the NTP. Alternative schedules may be proposed.
- 5.4 CONSULTANT will present findings of the Downtown Virginia Street Urban Placemaking Study to City Council within 180 days after the NTP. Alternative schedules may be proposed.

Deliverables

- Electronic copy of the draft report to the City of Reno and participating agencies,
- Electronic copy of the revised report to the City of Reno and stakeholders, and
- Ten hard copies of the final report and an electronic copy.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Approve Amendment No. 2 to the agreement with Stantec Consulting Services, Inc., for final design and engineering services during construction related to the Oddie/Wells Multimodal Improvements project in the amount of \$410,242, for a new total not-to-exceed amount of \$1,743,492.

BACKGROUND AND DISCUSSION

As the design and construction schedule were finalized, it was determined that an additional sixty (60) working days were needed to complete construction of this project. The original construction working day estimate used to develop the PSA scope and fee was four-hundred sixty (460). The amendment includes the cost for services necessary for the current five-hundred twenty (520) working day project.

The amendment also includes additional costs for services, beyond what was originally anticipated. Additional services were needed for adjustments to the design of the privacy walls along Oddie Boulevard; design of access from the multiuse path to Paradise Park; design of miscellaneous drainage improvements; and right-of-way engineering associated with the University of Nevada, Reno, and State of Nevada properties adjacent to Wells Avenue.

This amendment would increase the PSA by \$410,242, for a new total not-to-exceed amount of \$1,743,492. The fee schedule and modified scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 2021 Program of Projects.

PREVIOUS BOARD ACTION

May 21, 2021	Approved the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., for Construction Management
January 15, 2021	Approved the Request For Proposals (RFP) for Construction Management Services
December 18, 2020	Approved Amendment No. 1 of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., to include El Rancho Drive rehabilitation design

December 20, 2019	Approved the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., for Final Design
April 19, 2019	Acknowledged receipt of project update
April 20, 2018	Approved the selection of Stantec Consulting Services, Inc., and a Professional Services Agreement (PSA) for Preliminary Engineering Design
August 17, 2017	Approved the Request For Proposals (RFP) for Preliminary Design

ATTACHMENT(S)

A. Professional Services Agreement Amendment No. 2 with Scope and Fee

AMENDMENT NO. 2

The Regional Transportation Commission of Washoe County (“RTC”) and Stantec Consulting Services, Inc. (“Consultant”) entered into an agreement dated March 20, 2020, as previously amended by Amendment No. 1 dated December 18, 2020 (the “Agreement”). This Amendment No. 2 is dated and effective as of August 20, 2021.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform final design of the Oddie/Wells Boulevard Project from I-80 westbound ramps in Reno to Pyramid Way in Sparks (the “Project”); and

WHEREAS, RTC and CONSULTANT have determined a need to extend the term of the agreement; and

WHEREAS, RTC and CONSULTANT desire to amend the Agreement for CONSULTANT to provide additional design and engineering during construction services for the Project as described in Exhibit A, at an additional cost of \$410,242; and

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, 2025, 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 amounts identified in Exhibit A. CONSULTANT can request in writing that the RTC 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 the RTC Project Manager prior to performance of the work. In no case will CONSULTANT be compensated in excess of the following not-to-exceed amounts:

<u>Total Services (Tasks A to H)</u>	<u>\$1,743,492</u>
Total	\$1,743,492

3. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
4. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
5. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

STANTEC CONSULTING SERVICES, INC.

By: _____
Brian Norris, Senior Vice President
Business Line Leader, Transportation

EXHIBIT A

SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

A. Project Management

Project Coordination and Management. Provide project management required to supervise work and coordinate the project with the RTC and other affected agencies. Work activities include:

- Project Coordination/Management
- Coordination meetings: assume twelve (12) progress and TAC meetings to meet with the RTC/Local agencies.
- Supervise execution of work and coordinate work between disciplines
- Coordinate quality control reviews of project activities, deliverables and reports
- Monitor Subconsultant activities
- Prepare and update project schedule and monitor progress
- Review invoices and prepare monthly progress reports
- Utility Agency Coordination. Coordinate with all utility agencies for upcoming work, facility relocation and new installation. CONSULTANT will assist in the preparation of the applications necessary for RTC to submit to utility companies for facility relocation. assume four (4) utility coordination meetings.

B. Investigate Existing Conditions and Field Inventory

1. Final Geotechnical Investigation

Additional field exploration, laboratory testing, analysis, and report preparation is required for the following additional work identified during preliminary design:

- An additional 12,400 feet of retaining/screen walls generally located between Sutro and US 395 and Silverada Blvd. to Pyramid Way. These are additional wall lengths not investigated during the preliminary geotechnical investigation.
- Roadway areas identified in the initial geotechnical for additional investigations. These areas either contain clay subgrade soils or atypical existing structural sections.

The work is generally subdivided into the following sub-tasks:

a. Field Exploration

Exploration will be completed by both exploratory boring and coring methodologies. A total of 7 additional borings will be completed for the roadway and 49 exploratory borings will be completed for the retaining walls. Six to seven pavement cores have also been budgeted. The location of the cores will be determined after the borings are completed. Borings will be advanced to 5 feet below surface grade in the roadway and 10 feet below surface grade for the planned retaining/screen wall alignments.

Included in our cost proposal is traffic control, USA dig clearance, and obtaining required permits. It is assumed that all drilling operations can be completed during normal business hours and night work is not required.

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

CONSULTANT will contact USA Dig to locate existing utilities at the site and obtain necessary excavation and encroachment permits.

b. Laboratory Testing

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

Moisture-density curve relationship tests will be completed on representative subgrade soils. Optimum moisture content determined by these tests will be compared to in-place subgrade soil moisture contents and provides a basis to determine if unstable foundation grade soils will be encountered. Moisture-density curve relationship tests will also be completed on representative foundation grade soils. Results of these tests will be used for remolded test soil samples for direct shear tests.

Direct shear testing (ASTM D 3080) will be performed on a selected samples of native soils, screened to remove particles larger than the number 4 sieve. Tests will be completed on either remolded or in-situ soil samples, saturated, and tested at three different normal pressures to derive a plot of Mohr's Circle Failure Envelope.

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

c. Geotechnical Report

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

- Description of the project site with the approximate locations of our explorations, presented on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of existing structural section thicknesses;
- General summary of subgrade soil description and geologic profile in the retaining wall alignments;
- Subgrade soil moisture and ground water conditions;
- Laboratory test results;
- Subgrade soil design resilient modulus;
- Retaining Wall Recommendations including:
 - Site preparation and grading recommendations including any excavation difficulties;
 - Foundation recommendations including suitable foundation types, allowable bearing pressure, lateral earth pressures for retaining walls;
 - Retaining wall backfill and drainage recommendations.
- Mix design results for roadbed modification and treating clay subgrade soil areas including structural coefficient for structural section design
- Construction Recommendations including:
 - Site preparation and grading recommendations;
 - Subgrade soil stabilization alternatives;

- Construction recommendations for lime treated subgrade soils, as required.
- Construction recommendations for roadbed modification, as required.
- Structural section construction recommendations;
- Anticipated construction difficulties.

d. Assumptions

The above scope is based on the following assumptions:

- The geotechnical investigation limits are from I-80 to Pyramid Way.
- Retaining walls are to be generally located as follows:
 - Sutro to US 395 – Approximately 2600 lineal feet (south side) and approximately 2400 lineal feet (north side)
 - Silverada to 500 ft east of Silverada – Approximately 500 lineal feet (south side)
 - El Rancho to Sullivan – Approximately 1200 lineal feet (south side)
 - Sullivan to Rock – Approximately 1200 lineal feet (south side) and approximately 2600 lineal feet (north side)
 - Rock to 12th Street – Approximately 800 lineal feet (north side)
 - 12th Street to Pyramid Way – Approximately 500 lineal feet (south side) and approximately 600 lineal feet (north side). This is in addition to wall lengths investigated with preliminary geotechnical investigation

2. Supplementary Topographic Survey

Additional topographic surveys to locate existing roadway improvements on the following portions of Oddie Boulevard, Wells Avenue & intersection streets as required for the 100% design plan preparation as identified during preliminary design:

- An additional 200 feet south of the intersection of 9th Street to the north returns of the on-ramp and off-ramp of Interstate 80.
- Supplementary survey generally 10 feet behind proposed sidewalks/multi-use path to facilitate design of blended improvements from Sadlier to Sutro including on the Reno Livestock Event Center, and at residential frontages/driveways and adjacent commercial developments.
- Supplementary survey along commercial driveways to facilitate design of blended improvements for modified driveway accesses from US 395 to Sullivan Lane.

The topographic surveys will be completed using scanning and/or robotic equipment. The topographic AutoCAD drawing file will include existing roadway improvements, fence lines, walls, surface utilities, spot elevations, 1-foot contours and centerline and right-of-way of Wells Avenue and Oddie Boulevard as well as intersecting streets.

3. Final Traffic Analysis and Report

Work tasks will include:

- One update and finalization of the traffic report to match the Final Design Plans
- Answering questions related to CONSULTANT created reports and memoranda
- One (1) review cycle to address comments and provide responses following final agency review of the Traffic Report.

If design changes occur that will result in a re-analysis of the traffic operations including but not limited to changes to the typical sections, number of lanes, multimodal improvements, access management, or safety, CONSULTANT will provide a scope and fee for this effort.

C. Final Design

The final design package for the Oddie Wells project will be a combined effort of civil, landscape, structural, and electrical disciplines. The generalized scope below describes a summary of the effort for the plans, specifications, and estimate common to all disciplines. Discipline specific details are provided in each subtask below.

Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved preliminary design in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, City of Reno, City of Sparks, NDOT and Quality Control review comments will be incorporated into the final Plans and Specifications.

The Contract Documents and Technical Specifications will reference the local agency adopted 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 to the RTC, City of Reno, City of Sparks, utility companies and other affected parties for review at the 90% and 100% stages of completion.

Final Review Plan Set Submittal. Provide all review sets of plans and specifications. Review sets of plans shall be at 22" x 34" size, or if requested in an 11" x 17" size. Two sets of plans to the RTC, NDOT and City of Reno, one set to the utility companies.

Final Specification Document Submittal. Provide one original, three hard copies and one copy on disk (MS Word format) of the Contract Documents and Technical Specifications to the RTC.

Prepare a final Engineer's estimate of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed. The number of project days prescribed for the project shall include the number of estimated working days based upon the estimated quantities of work.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines and construction/slope limits (if applicable), landscaping plans, electrical drawings and signal drawings. The final plan set will include, as a minimum:

- Cover Sheet (1)
- Notes, Legend, Sheet Index, Abbreviations (2)
- Section of Improvement Sheets (6)
- Key Sheets (2)
- Project Phasing Sheets (4)
- Demolition and Utility Plan Sheets (18) (at 1"=20' scale)
- Right of Way and Horizontal Control Sheets (18) (at 1"=20' scale)
- Plan/Profile Sheets (32) (at 1"=20' scale)
- Intersection Layout Plan Sheets (12) (at 1"=20' scale)
- Striping and Signing Plan Sheets (18) (at 1"=20')
- Sign Details (3)
- Traffic Signal Plan Sheets (26)
- Detail Sheets (8) (scales as noted)
- Retaining/Screen Wall Plan/Profile Sheets (20)
- Retaining/Screen Wall Details (2)
- Bridge Demolition Sheets (4)
- Electrical Symbols/Abbreviations Sheets (1)
- Electrical Oneline Diagrams/Load Calcs (1)
- Electrical Demo Sheets (15)
- Electrical Street Lighting Design Sheets (15)
- Electrical Photometric Calculations (15)
- Electrical Details (4)
- Site Specific Civil Sheets – Livestock Events Center (4)
- Site Specific Civil Sheets – Residential on Wells (1)

- Site Specific Civil Sheets – Major Driveways (5)
- Site Specific Civil Sheets – Paradise Park (1)
- Planting Legend, Notes and Details Sheets (4)
- Planting Plan Sheets (18)
- Irrigation Legend, Notes and Detail Sheets (4)
- Irrigation Plan Sheets (18)
- TMWA Irrigation New Water Service Sheets (21)
- NDOT Permit Sheets (12)

Approximately 315 sheets total

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered. Included as well is a Peer Review of the final product by senior personnel not associated with the design aspects of the project.

1. Civil Design

Civil plans will show pertinent elements of the project construction, including demolition of existing improvements, and geometric alignments and grading of all proposed curbs, sidewalk, cycle track, pavement, storm drainage improvements, screen walls, and retaining walls. This will include site civil design to transition from new back of sidewalk to the existing private property frontage. Plans will also show signage and striping plans, and traffic signal improvements. Also included in this task is an independent review of all civil and drainage deliverables.

2. Landscape Design

Landscape and aesthetics plans will show pertinent elements of the project construction, including planting, inert materials for ground plane treatments and irrigation of the center median and both parkways. Details will be provided for screen fencing and pilasters, accentuated paving (assumes natural concrete with scoring), site furnishings, accentuated crosswalks, bioswales, place name signs and locations for public art. Provide irrigation water demand calculations.

Only minor design is included for adjacent property landscapes, limited to those landscape areas which are adjacent to the new right of way boundary and a maximum of 30' on the private property interior. Irrigation water demand calculations are included for the public park strip.

Also included in this task are up to five visual simulations and up to three illustrative cross sections and details.

3. Structural Design

a. Retaining/Screen Walls.

CONSULTANT will create and finalize the project structures design and report based on the screen and retaining walls and other structure locations identified at the 60% level of design. The plans and report will be prepared in accordance with applicable local and state standards and reviewed by City of Reno, City of Sparks, and/or NDOT, as appropriate, for approval.

Due to the localized widening, short (i.e. less than 6ft in height) retaining walls will be necessary. Precast concrete screen walls are also anticipated, combined with the retaining walls, or stand alone adjacent to all existing residential development within the project limits.

Structural design will consist of 90% and 100% structural design packages. It is assumed that walls will consist of cast in place reinforced concrete walls. Wall lines and grades will be developed in Task C.1. Structural plans will consist of footing design, structural design of walls, plan view drawings, profile view drawings, section details, and reinforcement details. All structural specifications will be provided on the structural sheets. Structural calculations will be bound in a structural design report, signed and sealed by a registered professional engineer in the State of Nevada.

b. Bridge Demolition.

CONSULTANT will prepare a bridge demolition plan for the removal of the existing pedestrian bridge over Oddie Boulevard at Silverada Boulevard. Drawings will provide existing bridge structural design, and detailing of removal limits and restoration. Specifications will detail site restoration, restrictions on demolition methods, disposal, permitting requirements, and other items as pertaining to the protection of the public, traffic, and adjacent property.

4. Electrical Design

CONSULTANT will provide electrical engineering services as follows:

- A kick-off meeting with Stantec, Agency, and NV Energy staff.
- Site review of the existing street conditions, as-builts and coordination with the NV Energy's staff to identify existing electrical distribution equipment.
- Design for demolition of existing street lighting and electrical equipment in area of work.
- Photometrics calculations for proposed street lighting changes.
- Electrical street lighting design, and electrical distribution equipment upgrades.

The deliverables for this portion of the work program will be:

- 50% submittal for client review of Construction Drawings and photometric calculations.
- 75% submittal for client review of Construction Drawings and photometric calculations with 50% client comments incorporated.
- 95% submittal of Construction Drawings for review.
- 100% Construction Drawings and specifications for city permit review.
- Revised Construction Drawings based on city plan check review.

5. Drainage Report

CONSULTANT will finalize the hydrologic analyses, hydraulic analyses, and technical drainage report based on the refinements that were made to take the design from the 60% design level to the 100% design level. The report will be prepared in accordance with the TMRDM, TMSCDLID, and NDOT Drainage Manual for submittal to RTC, the Cities of Reno and Sparks, and NDOT.

6. NDOT Permitting

NDOT Encroachment Permits will be required at Wells/I-80, Oddie/US 395, and at Oddie/Pyramid Way (SR 445). CONSULTANT will prepare occupancy permit applications/permit modifications for intersections located on NDOT facilities. Provide color coded plans in accordance with NDOT requirements. Submit a separate application for each location if necessary. Coordinate with NDOT District II permit office to obtain centerline station references for each location.

Exclusions from Scope of Work. The following items are not part of the scope of work for the final design:

- Utility generated design for relocation of existing utilities will not be prepared. Utility purveyors will develop their own relocation plans. Continued coordination and refinement to the utility relocation work will continue with the affected utilities.
- No public art is included
- No pocket park design is included
- Utility potholing is not included at this time. As utility coordination proceeds through final design, Stantec will provide a proposal for utility potholing, if needed.

D. Right-of-Way Services

1. General Right-of-Way Management

CONSULTANT will continue to provide right-of-way support services by updating the Property Acquisition Management spreadsheet with revised ownership and impact information within the project limits. This includes tracking potential problems, developing written recommendations, and identifying the resolution necessary for any issues related to damages and/or cost to cure and monitor progress of each activity against the project schedule.

2. Right-of-Way Meetings

For any impacted properties, including any temporary construction impacts, CONSULTANT will prepare for and attend up to two (2) additional in-person right-of-way coordination meetings with the RTC Project Manager and RTC Right-of-Way staff as required to conduct the ROW Engineering process. Two (2) other coordination meetings with CONSULTANT team are also included. Two (2) staff will attend each of these meetings.

CONSULTANT will prepare exhibits, and attend a final Right-of-Way setting meeting with the RTC. Three (3) staff members will attend this meeting and will take meeting notes documenting changes to the exhibits/ memorandum and outcomes. Following the meeting, CONSULTANT will complete the exhibits and compile all the information and deliver to the RTC.

3. Right-of-Way Engineering

CONSULTANT will provide continued Right-of-Way Engineering Services as described below. CONSULTANT has assumed that 7 parcels will be impacted by

permanent easement (PE - six of the seven parcels) and temporary construction easement (TE - all seven parcels). An additional 184 parcels are anticipated to be impacted by permission-to-construct or similar no-cost agreement allowing for the replacement of fencing along the right-of-way.

The right-of-way engineering services include:

- Calculation and drafting of whole property boundaries from record descriptions and field data
- Calculation of affected area based on design impacts
- Preparation of metes and bounds legal descriptions for up to 13 parcels in a format acceptable to the RTC
- Preparation of exhibit maps
- Coordination with title companies for title packages for all affected parcels effected by a fee, permanent, or temporary easement. CONSULTANT has estimated the cost of getting four title reports as a direct cost.
- A review of the title report, to insure accuracy will be completed. Additionally, each document contained in the report will be illustrated by a simple drawing, i.e. colored depiction of the parcel described on an assessor's map or survey map, if available

Right of Way Exhibit Maps shall be 8-1/2" x 11" and shall include the following information as a minimum:

- Owner of Record
- Existing Right-of-Way
- Proposed Right-of-Way
- Area of additional required Right-of-Way
- Existing Easements and any new required easement(s) on proposed Right-of-Way
- County Assessor's parcel number and/or other lot and block designation from record mapping
- Tax parcel number and owner's name
- Sectional and/or subdivision references and ties
- Existing topo
- Take-area to be shaded
- North arrow and scale

For the additional 184 parcels potentially affected, CONSULTANT will develop simple sketch maps to provide the property owners depicting temporary accesses needs to complete the work. A quality review will be completed for each exhibit and legal description drafted.

4. Exclusions

The scope still does not include providing utility property rights research including investigation of prior rights, agreements, or utility easements.

CONSULTANT has assumed that up to 7 ownerships will be impacted by up to 13 permanent easements (PE) or temporary construction easement (TE). An additional 184 parcels are anticipated to be impacted by permission-to-construct or similar no-cost agreement allowing for the replacement of fencing along the right-of-way. The associated level of effort is developed based on this assumption, and any additional impacts to properties are excluded without written authorization and additional fees.

5. Deliverables

- Updated Acquisition Management Spreadsheet with recommendations
- Reviewed and illustrated preliminary title report for up to 7 impacted properties
- Parcel calculations for up to 13 PE and TE parcels.
- Sketch maps for up to 184 Permission-to-Constructs and 13 PE and temporary construction easements.
- Legal descriptions prepared for up to 13 PE and TE parcels.

E. Public Outreach

1. Public Meeting

This task will include supporting the RTC for preparations for and hosting/managing/executing one (1) public information meeting for communicating with the Public. This includes two planning meetings for each public meeting, coordination support for mailings, e-mail blasts, and stakeholder updates; meeting attendance; and meeting materials.

Assumptions for this task are:

- Walking the project corridor (3 miles each side) and estimating 5 minutes per stakeholder outreach.

Also included in this task are support from other disciplines to prepare exhibits and other presentation materials and attend the public meetings.

F. Bidding Services

1. Plan Set and Specification Distribution

CONSULTANT will print and distribute up to 16 sets of final plans and specifications, including addenda, to plan holder agencies, utility purveyors and Plan Exchanges. Payment for printing and distribution is to be included in this task. These plans are non-reimbursable and are distributed to the project interested parties. Plans and specifications will be available to prospective bidders from the RTC ebid site.

2. Pre-bid Meeting

CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and distribute addenda, as required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare a summary of the pre-bid meeting and distribute to all plan holders, as directed by the RTC.

3. Bid Opening

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

G. Engineering During Construction

Provide contract administration services as follows:

1. Meetings & Site Visits

CONSULTANT will attend the attend the preconstruction conference. CONSULTANT's project manager will attend weekly construction meetings and perform weekly site visits. At this time 104 meetings and 104 site visits are anticipated.

2. Submittals and RFI's

CONSULTANT will:

- Review and provide comments on the contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide RFI responses and recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

3. Record Drawings

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

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

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

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

4. Public Outreach

4.1 SCOPE

This specification covers the contract requirements for the public information program the PI Coordinator is required to provide for this Project. The purpose of the public information program is to build and maintain positive public relations throughout the construction process through continuous, effective two-way communications including opportunities for public review and comment on construction phasing, updates on the progress of the work, and information on changes affecting the movement of traffic. Outreach activities will adhere to State and Federal social distancing regulations.

4.2 ODDIE/WELLS PUBLIC INFORMATION AND OUTREACH PROGRAM

The PI Coordinator will support the RTC's Public Affairs Administrator & Public Information Officer (PIO) hereinafter referred to as "Communications Team," and will provide public information as outlined in an outreach program for this Project that will include the following services:

- a) Establish and maintain a comprehensive plan of public outreach activities;
- b) Provide a telephone hotline and public outreach staff to answer Project phone calls, maintain public outreach materials, maintain an administrative record, and provide support for public outreach activities;
- c) Assist the RTC in responding to all public inquiries, including but not limited to telephone and e-mail correspondences; Questions and comments received by phone will be responded to within 24 hours or next business day of receipt, whichever comes first;
- d) Keep records of public inquiries using call/visit logs, phone logs, and meeting notes;
- e) Provide scheduling, support, and materials for the RTC's government liaison activities with the City of Reno, NDOT, Washoe County, and the Regional Transportation Commission and other entities as needed;
- f) Perform public outreach including presentations to businesses, community groups, and neighborhood associations as directed by the RTC. Presentations may include virtual meetings;
- g) Develop and distribute Project fact sheets and newsletters through mailings, door hangers, community displays, neighborhood notices, TV, radio, print advertisements and social media in accordance with RTC style guidelines and provide ample time for review and editing;
- h) Assist in development, staging, and execution of media, site tours and public outreach events, including but not limited to establishing locations, invitations and

invite lists, staging, and informational materials for Project groundbreaking and ribbon-cutting ceremonies;

- i) Assist the RTC's Communications Team with media, including assistance with press releases, coordination of requests from the media for interviews and/or detailed Project information, and preparation of articles for use in newsletters and trade publications;
- j) Develop and maintain databases, including lists of property owners, homeowner associations, businesses, agencies, stakeholders, and elected officials within the Project areas that can be used for notification purposes;
- k) Develop, maintain, and send updates to an e-mail database for e-mail alerts and notifications;
- l) Maintain and update Project website in compliance with State and RTC website standards, including posting of general Project information, meeting notices, maps, neighborhood notifications, traffic alerts, construction updates, Project photographs, and other news and information;
- m) Develop and maintain Project updates for public e-mail distribution and posting on the website and social media;
- n) Address other community issues that may arise; and
- o) Attend weekly construction activity/scheduling meetings to gather construction scheduling information to fulfill activities above.

The program will also include the following internal Project group communication requirements:

- a) Develop and maintain monthly public outreach report for the RTC's Project Manager and the RTC's Communications Team, including presentation/informational materials developed, public/media/stakeholder contacts, website updates and all other public outreach activities; and
- b) Attend periodic meetings as needed with the RTC's Communications Team and other staff.

The PI Coordinator will support and assist this effort by providing timely and accurate Project information to the RTC's Communications Team.

4.3 APPROVALS

Submit all public information materials, proposed public information activities, responses to comments/questions and plans for review and approval by the RTC prior to implementation and/or distribution to the public.

4.4 COMMUNITY AWARENESS EVENTS AND PROMOTION

The PI Coordinator will create opportunities and events for the community engagement throughout the project with direction from RTC's Communications Team.

- a. This could include business patronage programs to help minimize impacts to adjacent businesses;
- b. An educational awareness campaign regarding Cycle Tracks directing stakeholders to the project website to learn more;
- c. Project survey with adjacent business partnerships;
- d. Develop and coordinate small, social distanced community events to create awareness of the project improvements. These efforts will be documented and results can be shared with partner agencies and RTC Board to demonstrate measurable stakeholder engagement.

4.5 MEDIA RELATIONS

The RTC's Communications Team will manage all media relations, including issuing press releases, media advisories, and maintaining regular contact with the media. Refer all requests from the media for interviews, quotes, and/or detailed Project information directly to the RTC's Communications Team. During the course of the Project, immediately notify the RTC of any situations that may involve the media.

The PI Coordinator will assist the RTC's Communications Team by providing timely information on Project activities for use by the media. Such information will include, but not be limited to, press releases and press kits, maps and illustrations for news media use, notifications and illustrations of lane and ramp closures, speaking points, and Project tours for media representatives. When requested by the RTC, provide a spokesperson for media interviews.

4.6 PUBLIC OUTREACH AND COORDINATION PLAN

Within 30 calendar days after the Project Notice to Proceed, submit a Public Outreach and Coordination Plan to the RTC for review and comment. Address the goals, methods and activities that will be used to build and maintain positive public relations throughout the Project duration. As a minimum, include the following within the Plan:

- a) Internal communications and protocols;
- b) Identification of stakeholders and their concerns;
- c) Key messages and commitments;
- d) Methods of communication to be used with stakeholder groups and during COVID;

- e) Plan for public information meetings;
- f) Plan for complaint monitoring and resolution;
- g) Project website and social media communications plan;
- h) Coordination plan for management and maintenance of traffic during construction;
- i) Implementation on schedule consistent with the Contractor's overall Project schedule; and
- j) Conduct periodic meetings with the RTC's representatives to review, assess results, and update the Public Outreach and Coordination Plan and execution of Project public outreach.

4.7 PROJECT LOGO

Use RTC's logo on all materials used to communicate with the public throughout the Project.

4.8 PUBLIC INFORMATION STAFF

Provide a Public Information Coordinator for RTC's approval with the following minimum qualifications to manage the contractor's public information activities:

- a) Four-year degree in communications or a related field;
- b) Ten years of experience in providing public information including event planning, meeting facilitation, conflict management, crisis communication, newsletter production, and teamwork relating to transportation programs and Projects;
- c) Proficient writing skills;
- d) Basic understanding of word processing, database development, desktop publishing, graphic design, photography/Photoshop, social media and website design; and
- e) Strong organizational skills with attention to detail.

Provide additional staff as needed for facilitation of public information meetings and for implementation of the public information program.

4.9 RECORDS AND DATABASES

4.9.1 Project Mailing List

Develop and maintain a Project mailing list and electronic mailing database that includes the following separate elements:

- a) Property owners in the vicinity of the Project area;
- b) Homeowners Associations, if any, and elected officials and government representatives that are pertinent to the Project area; and
- c) Interested individuals who have requested their names be added to the mailing list via the public information website or other avenues.

Create, maintain and send updates to a database of interested individuals' e-mail addresses for e-mail alerts to be sent on a weekly or as-needed basis.

Provide a copy of the Project mailing list and any periodic updates of the list to the RTC in print or electronic format, as requested.

4.9.2 List of Emergency Service Providers

Develop and maintain a contact list of emergency service providers as part of the Public Outreach and Coordination Plan.

4.10 PUBLIC INFORMATION WEBSITE

A public information Project website will be utilized and maintained by the public information consultant. The RTC will use the website for public information during construction of the Project

The PI Coordinator will provide prompt responses to all public comments and questions received from the website within 24 hours or the next business day, whichever comes first, and maintain a record of all comments and responses provided. The PI Coordinator will make alterations to the website as requested by RTC.

4.11 PUBLIC INFORMATION MEETINGS

The PI Coordinator will assist the RTC in conducting up to three (2) public information meetings. One meeting is to be held prior to the commencement of construction to inform the public of the Project and its schedule. The second meeting will be a Project update meeting during construction.

The contents of these meetings will include, but not be limited to, construction schedule and work plan for the maintenance of traffic and access.

For these meetings, the public information consultant will:

- a) Provide a suitable location (or virtual site) and date in coordination with the RTC;
- b) Invite stakeholders, including property owners in the vicinity of the Project area, and others on the Project mailing list;
- c) Prepare exhibits, handout materials, staff name tags, sign in sheets, and comment forms;
- d) Prepare materials with ample time for review;
- e) Set up and take down exhibits and room furniture;
- f) Prepare a meeting synopsis including copies of advertisements, handouts, and a record of all oral, written, and mail-in comments.

4.12 PUBLIC NOTIFICATIONS

The PI Coordinator will provide public notifications of upcoming events in conformance with the requirements of this section.

4.13 Construction Schedule/Maintenance of Traffic

The PI Coordinator will assist the RTC's PIO with press releases, including appropriate maps and illustrations, to inform the general public not less than one (1) week prior to the following events or as requested:

- a) Commencement of construction in any area of the Project;
- b) Changes to traffic routing on Oddie/Wells/US395 and/or adjacent streets;
- c) Alternate routes and detours associated with the above events; and
- d) Project groundbreaking or ribbon-cutting events.

The PI Coordinator will prepare and distribute individual notices to affected stakeholders, community groups, businesses, and residents along the Project two (2) weeks prior to the above events. Prepare materials with ample time for review.

The PI Coordinator will notify the RTC's Communications Team in advance of temporary overnight and daytime lane, ramp, and cross street restrictions and closures.

4.13.1 Utility Outages

The PI Coordinator will notify affected residents and businesses of planned utility outages 48 hours in advance and maintain a record of each notification. Include a written notice to the affected parties at least 72 hours in advance of the outage.

4.13.2 Changes to Access

The PI Coordinator will inform residents and businesses in writing of any changes to access at least two (2) weeks prior to start of construction activities that may impact them. Submit changes in access to the RTC, along with an access map at least three (3) weeks prior to start of construction.

Maintain record of notifications distributed.

4.13.3 Emergency Service Vehicle Access

The PI Coordinator will inform emergency service providers cross street restrictions and closures, and changes to access for emergency services by a schedule agreed upon by the Contractor and the emergency service providers.

4.13.4 Noise, Vibration and Night Work

The PI Coordinator will coordinate sensitive construction activities such as noise, vibration, and night work with individual property owners and impacted communities. The PI Coordinator will provide advance notification to affected parties on the location and duration of these activities and resolve any related complaints.

4.14 INFORMATIONAL MATERIALS

The PI Coordinator will develop a detailed information packet that includes a Project description, maps, and a schedule of major construction activities, traffic control plans, alternate routes, contact names, and telephone numbers, including an After Hours Emergency Call List of contractor team.

The PI Coordinator will: provide information packets to businesses, residents, media, and others as necessary located along the Project; provide information packets for distribution; and update the information packet quarterly, or upon request of the Project Manager or the Communications Team during the course of the Project to show current progress, updated schedules, and other changes. Prepare materials with ample time for review.

H. Design Services for El Rancho – Oddie Boulevard to Greenbrae Drive

This will generally consist of the following tasks:

1. Investigation of Existing Conditions

- a. Falling Weight Deflectometer (FWD) Testing. (Not applicable to this project)
- b. Condition Survey
 - CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.
- c. Traffic Data.
 - Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Sparks and/or the Nevada DOT traffic records.
 - CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL’s in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.
- d. Right-of-Way Mapping and Engineering Services
 - CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.
 - It is estimated one (1) parcel will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an

encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.

Deliverables:

- Record right-of-way in CAD format
- Deliverables –Encroachment exhibits and vesting deeds for permissions to construct. Three (3) permission to construct exhibits to also be provided.

No permanent or temporary easements are anticipated for this segment of roadway.

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

- e. Subsection Identification and Core Location Selection. (Not applicable to this project.)
- f. Geotechnical Investigation. Exploration will be completed by a total of 4 exploratory borings (2 in the northbound lanes and 2 in the southbound lanes).

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

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

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

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

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

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

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

g. Backcalculation Analysis. (Not applicable to this project.)

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

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

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

i. Conduct Life-Cycle Cost Analysis. (Not applicable to this project.)

j. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.

k. 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 2 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 2. 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, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

1. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 1 shall be submitted by memorandum with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2. Preliminary Design

- a. Mapping. Stantec will provide a topographic survey to locate existing roadway improvements a portion of El Rancho Drive between Oddie Boulevard and Greenbrae Drive.

The following services will be provided:

Topographic Survey

- Verify existing control and establish additional control to complete topographic survey.
- Topographic survey will include curb, gutter, sidewalk, striping, traffic signals and visible utilities. Dip manholes and water valves.
- Ties to centerline and parcel corner monuments.
- Traffic control will be by others for manhole and water valve depth measurements.

Office Support & Drafting

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

Assumptions:

- The horizontal and vertical control from previous survey is in place and in good condition.
 - Field Surveys will be completed during daylight hours.
 - Traffic control will be required for utility depth measurements.
 - Prevailing wages will not be required for the field surveying services.
 - No fees will be required for occupancy permit(s).
 - Easement legal descriptions and exhibits will not be required and are not included with these services.
 - Encroachment and Vesting Deed research, drafting and associated services are not anticipated and are not included with these services.
 - Construction staking is not included with these services, however an estimate can be provided upon completion of the improvement plans
- b. Project Coordination. Attend meetings, review reports, and provide project coordination.
- c. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local

Government review. It is assumed that the construction plans and Technical Specifications will be incorporated into the larger Oddie Wells Corridor project. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.

- d. Public Outreach. Not included in this proposal.
- e. Traffic Signal Modification Design. (Not applicable to this project.) Improvements to the signalized intersection at El Rancho Drive and Greenbrae Drive are not included within this project with the exception of signal loop replacement for the loops that will be removed as part of the pavement rehabilitation.
- f. Drainage Design. Not included in this proposal. CONSULTANT can provide a proposal for a technical drainage analysis, if requested.
- g. Landscaping Design. Not included in this proposal. Improvements to the existing medians with street trees are limited to curb, replacement of pull boxes/irrigation in kind, and addition of rock mulch as specified by the City of Sparks. CONSULTANT can provide a proposal for landscape design services, if requested.
- h. Street Lighting Design. Not included in this proposal. It is assumed that the existing streetlights in the existing medians will be preserved in place. CONSULTANT can provide a proposal for street lighting design services, if requested.

3. Final Design

- a. Prepare Final Plans and Specifications
 - Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. It is assumed that the construction plans and Technical Specifications will be incorporated into the larger Oddie Wells Corridor project.

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

- Cover Sheet (already in larger Oddie Wells plan set)
- Legend, General Notes, and Abbreviations (already in larger Oddie Wells plan set)
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

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

The Contract Documents and Technical Specifications will be incorporated into the larger Oddie Wells Project contract documents and technical specifications. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Sparks, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – One 22”x34” set each to RTC and City of Sparks, two 11”x17” sets to RTC, six 11”x17” sets to City of Sparks, and one 11”x17” set each to utility agencies and other affected parties.
 - 90% Plans – One 11”x17” set to Washoe County Health District (WCHD).
 - 90% Specifications – One set each to RTC and City of Sparks.
 - 100% Plans – One 11”x17” each to RTC and City of Sparks.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and City of Sparks.
 - Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC and City of Sparks.
 - Final Working Specification Document – One set each to RTC and City of Sparks, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical

aspects of the plans and specifications and will ensure that all items of work are adequately covered.

- Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
 - Constructability Review. Not included in this proposal.
- b. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

4. Bidding Services

Bidding of this project will be incorporated into Task G.

5. Engineering Services During Construction

Engineering services during construction will be incorporated into Task H.

Key Staff

1. Joseph Mactutis, Project Manager
2. Clint Alverson, Roadway Lead
3. Trina Magoon, Drainage Lead
4. Barb Santner, Landscape and Aesthetics
5. Cynthia Albright, Multi-modal
6. Long Hoang, Electrical Lead (Roadway Lighting)
7. Randy Reynolds, Geotech Lead
8. Halana Salazar, ROW Lead
9. John Karachepone, Traffic Lead
10. Kathleen Taylor, Public Outreach
11. Richard Patterson, Bridge Removal

Exhibit B - Cost Proposal
Oddie-Wells Final Design Project
 Stantec Consulting Services Inc.

TASKS		Staff Classification, Hours and Fees																									
		17	16	15	14	13	12	11	10	9	8	6	3														
		Principal Engineer	Sr. Electrical Engineer	Project Manager/Sr. Eng.	Survey Manager	Project Engineer	Project Engineer/Land Surveyor	Staff Engineer	Staff Engineer	Staff Designer	Engineering Technician/Drafter	Survey Assistant		Survey Crew	Manhour Summary	Subtotal	Subconsultant Fees	Subconsultant Markup	Subconsultant Fees	Expenses	Expenses Markup	Total Expenses	Line Item Total	Sub-Task Total	Top Task Total		
Task #	DESCRIPTION	\$ 242	\$ 234	\$ 219	\$ 209	\$ 193	\$ 185	\$ 176	\$ 165	\$ 159	\$ 149	\$ 132	\$ 108	\$ 165													
A	Project Management																								\$ 30,660		
A.1	Stantec Project Management			140											140	\$ 30,660									\$ 30,660		
B	Investigate Existing Conditions and Field Inventory																								\$ 161,622		
B.1	Final Geotechnical Investigation																								\$ 99,086		
B.1.1	Field Investigation														0	\$ -	\$ 62,980	5%	\$ 66,129					\$ 66,129			
B.1.2	Laboratory Analysis														0	\$ -	\$ 15,245	5%	\$ 16,007					\$ 16,007			
B.1.3	Report Preparation, Analysis, and Meetings			12											12	\$ 2,628	\$ 13,640	5%	\$ 14,322					\$ 16,950			
B.2	Supplementary Topographic Survey				46		8					78		154	286	\$ 46,800				\$ 1,850	0%	\$ 1,850		\$ 48,650			
B.3	Final Traffic Analysis and Report			4											4	\$ 876	\$ 12,390	5%	\$ 13,010					\$ 13,886			
C	Final Design																								\$ 869,864		
C.1	Civil Design			135		531					1060	1060			2786	\$ 458,528	\$ 14,520	5%	\$ 15,246					\$ 473,774			
C.2	Landscape Design					120	44				580				744	\$ 117,720									\$ 117,720		
C.3	Structural Design																								\$ 80,703		
C.3.1	Retaining Wall Design			40		60					128	128			356	\$ 59,764	\$ -							\$ 59,764			
C.3.2	Bridge Demolition Design	8		4	35						68				115	\$ 20,939	\$ -							\$ 20,939			
C.4	Electrical Design																								\$ 131,947		
C.4.1	Preliminary Phase			2	8	16					16				42	\$ 7,742	\$ -							\$ 7,742			
C.4.2	Construction Documents		88	8	88	110					372				666	\$ 121,114	\$ -			\$ 3,091	0%	\$ 3,091	\$ 124,205				
C.5	Drainage Design			40		80					80				200	\$ 36,920									\$ 36,920		
C.6	NDOT Permitting			40		40					40	40			160	\$ 28,800									\$ 28,800		
D	Right-of-Way Services																								\$ 151,444		
A.2	Jacobs Project Management														0	\$ -	\$ 18,400	5%	\$ 19,320					\$ 19,320			
D.1	General Right-of-Way Management			40											40	\$ 8,760	\$ 10,610	5%	\$ 11,141					\$ 19,901			
D.2	Right-of-Way Meetings			8											8	\$ 1,752	\$ 7,198	5%	\$ 7,558					\$ 9,310			
D.3	Right-of-Way Engineering			20	20										40	\$ 8,560	\$ 79,360	5%	\$ 83,328					\$ 91,888			
D.4	Direct Expenses														0	\$ -	\$ 10,500	5%	\$ 11,025					\$ 11,025			
E	Public Outreach																								\$ 24,362		
E.1	Public Meeting			20											20	\$ 4,380	\$ 19,030	5%	\$ 19,982					\$ 24,362			
F	Bidding Services																								\$ 6,518		
F.1	Plan Set and Spec Distribution			4							4				8	\$ 1,512									\$ 1,512		
F.2	Pre-Bid Meeting			8		8									16	\$ 3,296									\$ 3,296		
F.3	Bid Opening			2							8				10	\$ 1,710									\$ 1,710		

Exhibit B - Cost Proposal
Oddie-Wells Final Design Project
 Stantec Consulting Services Inc.

TASKS	Staff Classification, Hours and Fees																								
	17	16	15	14	13	12	11	10	9	8	6	3													
	Principal Engineer	Sr. Electrical Engineer	Project Manager/Sr. Eng.	Survey Manager	Project Engineer	Project Engineer/Land Surveyor	Staff Engineer	Staff Engineer	Staff Designer	Engineering Technician/Drafter	Survey Assistant		Survey Crew	Manhour Summary	Subtotal	Subconsultant Fees	Subconsultant Markup	Subconsultant Fees	Expenses	Expenses Markup	Total Expenses	Line Item Total	Sub-Task Total	Top Task Total	
RATES	\$ 242	\$ 234	\$ 219	\$ 209	\$ 193	\$ 185	\$ 176	\$ 165	\$ 159	\$ 149	\$ 132	\$ 108	\$ 165												
G Engineering During Construction																								\$ 438,077	
Precon			6	6	12	6								30	\$ 5,994										\$ 5,994
Submittal Review			6			80			108					194	\$ 33,286										\$ 33,286
Weekly Meetings			208											208	\$ 45,552										\$ 45,552
Construction modifications			54		270				270					594	\$ 106,866										\$ 106,866
Site Visits			208			170								378	\$ 77,002										\$ 77,002
Punch List/Final Walkthrough														0	\$ -										\$ -
Landscape					80									80	\$ 15,440										\$ 15,440
Geotechnical Engineering														0	\$ -	\$ 14,320	5%	\$ 15,036							\$ 15,036
Electrical Engineering				82	4				40					126	\$ 24,270										\$ 24,270
Record Drawings				12	28				54					94	\$ 16,618										\$ 16,618
Public Outreach				52										52	\$ 11,388	\$ 82,500	5%	\$ 86,625							\$ 98,013
H El Rancho Design Services																								\$ 60,945	
H.1 Investigation of Existing Conditions																								\$ 28,500	
Condition Survey			2		4				16					22	\$ 3,754										\$ 3,754
Traffic Data									2					2	\$ 318										\$ 318
Right-of-Way Mapping and Engineering				4					12					16	\$ 2,744										\$ 2,744
Geotechnical Investigation					4									4	\$ 772	\$ 15,040	5%	\$ 15,792							\$ 16,564
Rehab/Recon Alternatives/Report					4				16					20	\$ 3,156										\$ 3,156
Utility Investigation					4				8					12	\$ 1,964										\$ 1,964
H.2 Preliminary Design																								\$ 22,371	
Mapping				10				18					18	46	\$ 8,030				\$ 1,700	5%	\$ 1,785	\$ 9,815			\$ 9,815
Project Coordination			16											16	\$ 3,504										\$ 3,504
Plans and Specifications			4		16				32					52	\$ 9,052										\$ 9,052
H.3 Final Design																								\$ 10,074	
Final Plans and Specs			4		16				32					52	\$ 9,052										\$ 9,052
Final Opinion of Probable Cost					2				4					6	\$ 1,022										\$ 1,022
Manhours	8	88	1099	299	1409	308	0	18	2346	1832	78	0	172	7657											
	\$ 1,936	\$ 20,592	\$ 240,681	\$ 62,491	\$ 271,937	\$ 56,980	\$ -	\$ 2,970	\$ 373,014	\$ 272,968	\$ 10,296	\$ -	\$ 28,380		\$ 1,342,245			\$ 394,521	\$ 6,641		\$ 6,726				\$ 1,743,492



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.10

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

RECOMMENDED ACTION

Approve a contract with Kimley-Horn and Associates, Inc., to provide design services and optional engineering services during construction for the Peppermill Bus Rapid Transit (BRT) Station project in an amount not-to-exceed \$174,116.

BACKGROUND AND DISCUSSION

The Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., (Kimley-Horn) is for professional design services for the Peppermill BRT Station Project in the amount of \$105,306, and optional engineering during construction (EDC) services in the amount of \$68,810. The project includes construction of a full sized BRT station, sidewalk and extension of the bus only lane at the existing northbound transit stop on Virginia Street near the Peppermill Casino.

Kimley-Horn was ranked as the most qualified firm following a request for proposals solicitation process to perform engineering, construction management and quality assurance oversight of the project. Following their selection, the RTC entered into negotiations with Kimley-Horn for the subject services. Negotiation of scope, schedule and budget resulted in the amount for the services that is within the independent cost estimate and appropriated budget.

FISCAL IMPACT

Appropriations for the design and construction of the Peppermill BRT project are included in the approved FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

April 16, 2020	Approved Request for Proposals (RFP) Scope of Services and Evaluation Criteria for the Selection of Design and Construction Management Services for the Peppermill Station BRT Project
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ATTACHMENT(S)

A. Draft Professional Services Agreement with Exhibits

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of August 30, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, CONSULTANT submitted a proposal in connection with the Peppermill BRT Station Project (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 June 30, 2022 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the 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 1 to 4)	\$95,706.00
Design Contingency (60% of Task 6)	\$9,600.00
Optional Construction Administration Fee (Task 5)	\$62,410.00
<u>Construction Administration Contingency (40% of Task 6)</u>	<u>\$6,400.00</u>
Total Not-to-Exceed Amount	\$174,116.00

3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

12.1. RTC's Project Manager is Jeffrey Wilbrecht 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
Jeffrey Wilbrecht
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1872

CONSULTANT: Christian Heinbaugh
P.E. Project Manager
Kimley-Horn and Associates, Inc.
421 Fayetteville St, Suite 600
Raleigh, NC 27601
919-677-2000

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 Federal Transit Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in 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

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Brian Smalkoski, Vice President

DRAFT

Exhibit A

Scope of Services

DRAFT

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **RTC PEPPERMILL BRT PROJECT**

1. Project Management

1.1. Project Management –

CONSULTANT coordination with RTC project manager and staff as well as appropriate agencies/stakeholders will be ongoing throughout the project. Project duration is assumed to be up to 18 months, including time for right of way/easement acquisition and project construction which is anticipated to occur in the second half of 2022. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate.

This task includes monthly progress reports and accounting activities, schedule development and updates, subconsultant coordination, and internal project coordination.

2. Investigation of Existing Conditions

2.1. Geotechnical Investigation

Using a subconsultant, CONSULTANT will conduct a geotechnical investigation of the project area. The geotechnical investigation will determine the soil conditions and make grading, foundation, and pavement recommendations for the project.

A field investigation consisting of subsurface test pits of approximately 5-10 feet below existing ground surface (or to practical refusal, whichever is less), at up to two locations will be performed. Underground Service Alert will be notified in advance of excavation/coring.

Sampling of each test pit will be performed to classify the encountered soils in accordance with the Unified Soil Classification System (USCS) and conduct laboratory testing on the samples collected. Soil and/or groundwater contamination evaluation at the site is not included in this scope of work.

CONSULTANT will perform engineering analysis and calculations and develop a final Geotechnical Investigation Report that discusses the geologic settings, seismic considerations, exploration and site condition, field and laboratory test data, and conclusions and recommendations, including:

- Exploration logs
- Soil types and classifications
- Laboratory test results
- Seismic considerations
- Geotechnical discussion
- Bearing capacity and settlement
- Lateral earth pressure
- Grading recommendations

- Foundation recommendations
- PCC recommendations
- Asphalt concrete pavement recommendations
- Groundwater level, if encountered

2.2. Topographic Survey

Using a subconsultant, CONSULTANT will create a project base map using ground collected survey field shots. Field shots using conventional surveying methods will be obtained at critical locations (curb, utility invert, pipe information, etc.) and combined with the aerial digital terrain model. The mapping limits will be approximately 350' by 50' centered along the proposed improvements, including up to the northbound fog line of South Virginia Street. Project control will reference the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum will reference NAVD88 using the City of Reno benchmark network.

2.3. Right of Way (ROW) Mapping and Engineering

Using a subconsultant, CONSULTANT will conduct a records search of the project right-of-way and calculate the record boundary information. Record boundary lines will be included in the base map. Field work will be performed to locate, and tie monuments referenced in the recorded documents. The boundaries of the subject property will be determined from the deed information and adjoining properties along with mapping on file with Washoe County.

CONSULTANT will prepare one preliminary exhibit (draft and final) detailing proposed ROW encroachments for general discussion with property owners. This exhibit will be prepared after completion of the preliminary design task.

Once ROW acquisition needs are finalized, CONSULTANT will prepare up to two sets of legal descriptions and associated exhibits for permanent and/or temporary easements. The exhibits/legal descriptions will be stamped and signed by a Nevada Registered Professional Land surveyor. Preliminary Title Reports will be prepared for up to two parcels.

2.4. Subsurface Utilities

CONSULTANT will investigate and locate identified subsurface utilities within the 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.

3. Preliminary Design (30%)

CONSULTANT to provide preliminary design services as follows:

- **Kickoff Meeting:** CONSULTANT will attend a kickoff meeting with the RTC to review existing conditions, project goals, scope, schedule, and budget.
- **30% Plans and Cost Estimate:** CONSULTANT will prepare 30% design plans and an opinion of probable construction costs suitable for RTC, utility agency, and local government review. The BRT station plans will be closely based upon existing BRT station plans provided by the RTC. The 30% plans will contain proposed horizontal site layout design, conceptual electrical service design, and conceptual BRT station information. No grading/drainage design will be performed with this task.
- **Value Engineering Review:** CONSULTANT will perform a value engineering review and attend a meeting with the RTC and stakeholders including contractor(s) that constructed previous similar BRT stations for the RTC.
- **Preliminary Design Memo:** Upon completion of the preliminary design, CONSULTANT will prepare a preliminary design memo detailing:
 - Anticipated utility relocation requirements
 - Anticipated traffic signal modification needs
 - Anticipated ROW impacts and required acquisitions
 - Site access discussion for potential future development of unused site area
- **RTC Review Meeting:** CONSULTANT will attend a preliminary design review meeting with the RTC and stakeholders to review preliminary design documents and comments received.

4. Final Design

CONSULTANT to provide final design services as follows:

4.1. 90% Design:

- CONSULTANT will address comments received from the 30% 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.
- **RTC Review Meeting:** CONSULTANT will attend a 90% design review meeting with the RTC and stakeholders to review preliminary design documents and comments received.

4.2. 100% Design:

- CONSULTANT will address comments received from the 90% design documents and progress the plans, technical specifications, contract documents, and opinion of probable construction costs to a 100% level.
- RTC Review Meeting: CONSULTANT will attend a 100% design review meeting with the RTC and stakeholders to review preliminary design documents and comments received.

4.3. Issued For Bids Design:

- CONSULTANT will address comments received from the 100% project documents and prepare issued for bids (IFB) contract documents. The IFB plans and technical specifications will be stamped and signed by a Nevada Professional Engineer or Registered Architect as pertinent to each plan sheet/document.
 - The final construction plans will be on 22" x 34" size sheets and will show 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 27 sheets:
 - Cover Sheet (1 sheet)
 - Notes, Legend, and Abbreviations Sheet (1 sheet)
 - Demolition Plan (1 sheet)
 - Civil Plan (7 sheets, 1" = 20' scale):
 - Demolition Plan (1 sheet)
 - Grading and Drainage Plan (1 sheet)
 - Bus Station Plan (3 sheets)
 - Intersection and Signal Plan (1 sheet)
 - Striping Plan (1 sheet)
 - Civil Details (2 sheets)
 - Architecture Plan (4 sheets)
 - Architecture Details (2 sheets)
 - Structural Plan (2 sheets)
 - Structural Details (1 sheet)
 - Electrical Plan (5 sheets)
 - Electrical Details (1 sheet)
 - 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 and other affected parties for review at the 30%, 60%, 90%, 100%, and final stages of completion.

4.4. Permitting

CONSULTANT will provide technical support and coordination to complete building

permitting requirements with the City of Reno.

4.5. Bidding

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

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.

5. Construction Administration

5.1. Contract 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 six 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.

5.2. Construction Surveying

Using a subconsultant, CONSULTANT will provide construction surveying services for the proposed improvements as follows:

- Offset stakes to foundation with cut/fill to top of platform elevation
- Offset stakes to face of curb, sidewalk, platform, and driveway angle points, points of curvature, and grade breaks with cut/fill to finished grade elevation.

Up to two site visits will be performed to provide these services.

5.3. Inspection

CONSULTANT will perform construction inspection services as follows. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications, and reporting to

the RTC any observed deficiencies. 100 working days are assumed for the construction period, however it is not anticipated that full time inspection services will be required for all 100 working days. CONSULTANT has assumed up to 170 hours of onsite inspection services for this task. 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, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
- 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.

5.4. Materials Testing

CONSULTANT will engage a subconsultant to perform the materials testing services. The following tasks summarize the major elements of testing anticipated with this project.

- 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, and concrete cylinder samples. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, will be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
- Subconsultant will perform up to six site visits for compaction test on subgrade and aggregate base.
- Subconsultant will perform up to four site visits for sampling exterior concrete.
- Subconsultant will perform up to one site visit for asphalt density testing.

5.5. Record Drawings

CONSULTANT shall provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The record 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.

6. Contingency

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

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RTC Peppermill BRT Station Project Preliminary Schedule - July 2021

TASK	START	END
Task 1: Project Management	8/30/21	2/3/23
1.1 Project Management	8/30/21	2/3/23
Task 2: Investigation of Existing Conditions	8/30/21	1/7/22
2.1 Geotechnical Investigation	8/30/21	10/1/21
2.2 Topographic Survey	8/30/21	10/1/21
2.3 ROW Mapping and Engineering	8/30/21	1/7/22
2.4 Subsurface Utilities	8/30/21	10/1/21
Task 3: Preliminary Design	9/1/21	11/12/21
Kickoff Meeting	9/1/21	9/1/21
30% Plans and Cost Estimate	10/1/21	10/22/21
Utility Coordination	10/1/21	10/22/21
QA/QC and Site Walk	10/18/21	10/20/21
Value Engineering Review/Meeting	11/12/21	11/12/21
Preliminary Design Memo	10/8/21	10/22/21
RTC Review Meeting	11/5/21	11/5/21
Task 4: Final Design	11/5/21	7/15/22
4.1 60% Design	11/5/21	1/7/22
4.2 90% Design	1/7/22	3/4/22
4.3 100% Design	3/4/22	5/6/22
4.4 IFB Design	5/6/22	6/3/22
4.5 Permitting	3/4/22	6/3/22
4.6 Bidding	6/3/22	7/15/22
Task 5: Construction Administration 100 working days assumed, starting after Hot August Nights	8/22/2022	2/3/2023
5.1 Construct Administration	8/22/22	1/19/23
5.2 Construction Surveying	8/22/22	9/19/22
5.3 Inspection	8/22/22	1/19/23
5.4 Material Testing	8/22/22	1/19/23
5.5 Record Drawings	1/19/23	2/3/23
Task 6: Contingency	8/30/21	2/3/23
6.1 Contingency	8/30/21	2/3/23

Exhibit B

Compensation

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Exhibit B - Schedule of Services - RTC Peppermill BRT Station Project									
27-Jul-21									
TASK	DESCRIPTION	Principal	Senior Professional	Professional	Analyst	Intern	Accounting/ Administration	Direct Expenses/ Subconsultants	Total
		\$255	\$215	\$155	\$125	\$95	\$115		
1	PROJECT MANAGEMENT								
	1.1 Project Management		36				9		\$8,775.00
	Subtotal Hours	0	36	0	0	0	9	-	
	Subtotal Fee	\$0.00	\$7,740.00	\$0.00	\$0.00	\$0.00	\$1,035.00	\$0.00	\$8,775.00
2	INVESTIGATION OF EXISTING CONDITIONS								
	2.1 Geotechnical Investigation		1	2				\$5,700.00	\$6,225.00
	2.2 Topographic Survey		1	2				\$5,000.00	\$5,525.00
	2.3 ROW Mapping and Engineering		2	8	4	8		\$8,000.00	\$10,930.00
	2.4 Subsurface Utilities		2	4	4	8			\$2,310.00
	Subtotal Hours	0	6	16	8	16	0	-	
Subtotal Fee	\$0.00	\$1,290.00	\$2,480.00	\$1,000.00	\$1,520.00	\$0.00	\$18,700.00	\$24,990.00	
3	PRELIMINARY DESIGN (30%)								
	Kickoff Meeting		2	2					\$740.00
	30% Plans and Cost Estimate		16	4	24	16			\$8,580.00
	Utility Coordination		1	2					\$525.00
	QA/QC and Site Walk	4	2	1	1				\$1,730.00
	Value Engineering Review/Meeting		2	4					\$1,050.00
	Preliminary Design Memo		2	2					\$740.00
	RTC Review Meeting		2	2	2			\$1.00	\$991.00
	Subtotal Hours	4	27	17	27	16	0	-	
	Subtotal Fee	\$1,020.00	\$5,805.00	\$2,635.00	\$3,375.00	\$1,520.00	\$0.00	\$1.00	\$14,356.00
4	FINAL DESIGN								
	4.1 90% DESIGN								
	90% PS&E/Contract Documents		20	20	40	16		\$5,000.00	\$18,920.00
	Utility Coordination		1	2					\$525.00
	QA/QC and Site Walk	4	2	1	1				\$1,730.00
	RTC Review Meeting		2	2					\$740.00
	4.2 100% DESIGN								
	100% PS&E/Contract Documents		8	16	20	10		\$4,000.00	\$11,650.00
	Utility Coordination		1	1					\$370.00
QA/QC and Site Walk	2	2	1	1				\$1,220.00	
RTC Review Meeting		2	2					\$740.00	

Exhibit B - Schedule of Services - RTC Peppermill BRT Station Project										
27-Jul-21										
TASK	DESCRIPTION	Principal	Senior Professional	Professional	Analyst	Intern	Accounting/ Administration	Direct Expenses/ Subconsultants	Total	
		\$255	\$215	\$155	\$125	\$95	\$115			
4	4.3 ISSUED FOR BIDS DESIGN									
	Final PS&E/Contract Documents		4	4	8	8		\$500.00	\$3,740.00	
	4.4 PERMITTING									
	City of Reno Building Permit		2	4	2	8			\$2,060.00	
	4.5 BIDDING									
	Prebid meeting		2	4				\$1,000.00	\$2,050.00	
	RFI and Addenda		4	8	8				\$3,100.00	
	Bid opening		2	2					\$740.00	
	Subtotal Hours		6	52	67	80	42	0	-	
	Subtotal Fee		\$1,530.00	\$11,180.00	\$10,385.00	\$10,000.00	\$3,990.00	\$0.00	\$10,500.00	\$47,585.00
5	CONSTRUCTION ADMINISTRATION									
	5.1 CONTRACT ADMINISTRATION									
	Preconstruction Conference		2	2	2				\$990.00	
	Construction Management		10	20					\$5,250.00	
	Submittal Review		4	8	8	8		\$2,000.00	\$5,860.00	
	Construction Meetings		4	8				\$1,000.00	\$3,100.00	
	RFI		4	8				\$500.00	\$2,600.00	
	Pay Applications		4	8					\$2,100.00	
	Substantial Completion Walk		2	4					\$1,050.00	
	Punch List Review		2	2					\$740.00	
	5.2 CONSTRUCTION SURVEYING		2	4				\$6,200.00	\$7,250.00	
	5.3 INSPECTION			10	160				\$21,550.00	
	5.4 MATERIAL TESTING		2	4				\$7,300.00	\$8,350.00	
	5.5 RECORD DRAWINGS		2	4	8	16			\$3,570.00	
	Subtotal Hours		0	38	82	178	24	0	-	
Subtotal Fee		\$0.00	\$8,170.00	\$12,710.00	\$22,250.00	\$2,280.00	\$0.00	\$17,000.00	\$62,410.00	
6	CONTINGENCY									
	6.1 CONTINGENCY							\$16,000.00	\$16,000.00	
	Subtotal Hours		0	0	0	0	0	-		
	Subtotal Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$16,000.00
Design Fee (Tasks1-4)		\$2,550.00	\$26,015.00	\$15,500.00	\$14,375.00	\$7,030.00	\$1,035.00	\$29,201.00	\$95,706.00	
Design Contingency (60% of Task 6)								\$9,600.00	\$9,600.00	
OPTIONAL Construction Administration Fee (Task 5)		\$0.00	\$8,170.00	\$12,710.00	\$22,250.00	\$2,280.00	\$0.00	\$17,000.00	\$62,410.00	
Construction Administration Contingency (40% of Task 6)								\$6,400.00	\$6,400.00	
Total Fee (Tasks1-6)		\$2,550.00	\$34,185.00	\$28,210.00	\$36,625.00	\$9,310.00	\$1,035.00	\$62,201.00	\$174,116.00	

Exhibit C

Indemnification and Insurance Requirements

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Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 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 limitation in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") to the extent arising out of:

- A. Any breach of duty, neglect, error, intentional misstatement or misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by 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, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay 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.C 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 this Agreement.

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 herein 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 Subs, 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. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon requests. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to 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 the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.

E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any Subs by RTC. The CONSULTANT, and any Subs, 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 Sub evidencing that CONSULTANT and each Sub maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6)

system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

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

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Exhibits D

*****Federally Required Clauses*****

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EXHIBIT D
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as

may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

- A. **Nondiscrimination in Federal Public Transportation Programs:**
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted award;
 - 2. Suspended from participation in any federally assisted award;
 - 3. Proposed for debarment from participation in any federally assisted award;
 - 4. Declared ineligible to participate in any federally assisted award;
 - 5. Voluntarily excluded from participation in any federally assisted award; or
 - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

10 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors 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 agency, a member of Congress, 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 RTC.

11 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

12 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the

RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
 - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 - 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 - 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.

- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

15 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable top Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

18 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

19 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 21, 2021

AGENDA ITEM 4.11

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

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno (City) reimbursing RTC the amount of \$136,136 for costs associated with a sewer main replacement project at Sky Vista Parkway and Lemmon Drive.

BACKGROUND AND DISCUSSION

The 2021 City of Reno Consolidated Sewer Rehabilitation Phase 1 project advertised for bids on February 2, 2021. This project included sewer replacement within the Sky Vista Parkway and Lemmon Drive intersection. Work was planned to be complete in advance of the RTC's Lemmon Drive Segment 1 project by the end of May 2021, but was delayed due to material shortages and unforeseen utility conflicts. The sewer replacement work was completed earlier this month; however, work to replace the concrete roadway within the sewer trench limits still needs to be performed.

The RTC awarded a contract to Q&D Construction on May 10, 2021, and construction began on July 12, 2021. This much needed capacity improvement project is anticipated to be substantially complete in November 2022. The project scope includes widening Lemmon Drive from four (4) to six (6) lanes from Sky Vista Parkway/Buck Drive to Military Road and will include work and traffic control in the Sky Vista/Lemmon intersection.

In cooperation with the City of Reno, removing the remaining concrete replacement work from the City's contract and having that work completed by the RTC's contractor as part of the Lemmon Drive project was determined to be in the best interest of public and have the least impact to both agencies. A change order to the RTC's construction contract to complete the work will follow approval of this agreement.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

April 16, 2021

Approved a Professional Services Agreement (PSA) with Construction Materials Engineers, Inc. for the construction management of the Lemmon Drive Project

April 16, 2021	Approved a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA)
November 20, 2020	Approved Procurement for the Selection of Construction Management Services for the Lemmon Drive Project
November 20, 2020	Approved Amendment No. 1 to the Professional Services Agreement (PSA) with Jacobs Engineering Group for Engineering Services of the Lemmon Drive Project
November 20, 2020	Approved Interlocal Cooperative Agreement with NDOT for construction of the US 395 Diverging Diamond Interchange at Lemmon Drive

ATTACHMENT(S)

A. Interlocal Cooperative Agreement

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement is dated and effective as of _____, 2021 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, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, in Spring 2021, CITY advertised the “2021 City of Reno Sewer Rehabilitation Project” for bids (the “SEWER PROJECT”) which included sewer replacement within the Sky Vista Parkway and Lemmon Drive intersection; and

WHEREAS, in Summer 2021, RTC awarded the “Lemmon Drive US 395 to Military Road Project” to Q&D Construction (the “PROJECT”) which includes work and traffic control in the Sky Vista Parkway and Lemmon Drive intersection; and

WHEREAS, the original intent was for the SEWER PROJECT to be complete prior to construction of the PROJECT, but the “SEWER PROJECT” was delayed; and

WHEREAS, CITY and RTC intend to cooperate to remove remaining work described in Exhibit A (the “IMPROVEMENTS”) from the SEWER PROJECT and incorporate it into the PROJECT; and

WHEREAS, CITY will reimburse RTC for the cost to construct the IMPROVEMENTS, in an amount not-to-exceed \$136,136; 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:

RTC AGREES:

1. To provide any updates to the drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the IMPROVEMENTS.
2. To incorporate and construct the IMPROVEMENTS as part of the PROJECT.
3. To invoice CITY within 60 days of the completion of the PROJECT.

CITY AGREES:

1. To reimburse RTC for the costs of the IMPROVEMENTS in an amount not-to-exceed the amount in Exhibit A.
2. To direct all questions or requests pertaining to the IMPROVEMENTS to the RTC Project Manager.
3. To remit payment within forty-five (45) calendar days following receipt of an invoice from RTC.

IT IS MUTUALLY AGREED:

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

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

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

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

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

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

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

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

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. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney

EXHIBIT A

Description of IMPROVEMENTS:

Construction of concrete roadway within the sewer trench limits of the SEWER PROJECT in accordance with the plans and specifications for the PROJECT.

**Estimated Cost of IMPROVEMENTS: \$136,136

TOTAL MAXIMUM REIMBURSABLE AMOUNT \$136,136

**Based on quantity and cost for items included in Exhibit A-1.

SAMPLE

EXHIBIT A-1

**Lemmon Drive US 395 to Military Road Project
 RTC PROJECT NO. 0247006 PWP-WA-2021-001
 City of Reno Quantities for Reimbursement**

RTC Contract Awarded to Q&D Construction on May 10, 2021

Item	Bid Item SSC	Item and Description	Quantity	Unit	Spanish Springs Construction Bid Unit Costs	
					Unit Cost	Total
1		PCC Pavement Removal	4,896	SF	\$2.00	\$9,792.00
2	312G	PCC Pavement Patch	4,896	SF	\$24.00	\$117,504.00
3	312B	PCC Median Curb	64	LF	\$60.00	\$3,840.00
4	340A	Traffic Control	1	LS	\$5,000.00	\$5,000.00
					Total Cost	\$136,136.00
					Total Reimbursement Cost	\$136,136.00

Description and Assumptions:

Quantity for 34 (12'x12') concrete panels

Final reimbursement to be based on field measured quantities once work is complete

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.12

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Authorize staff to seek approval from the Federal Transit Administration (FTA) for the early retirement of four Proterra BE-35 vehicles.

BACKGROUND AND DISCUSSION

In 2012, with funding through the FTA's Small Starts Program and Federal Highways Administration Congestion Mitigation and Air Quality Improvement (CMAQ) Program, the RTC purchased four 100% electric buses. These vehicles are battery powered with an initial advertised range of up to 50 miles between charges. RTC was an early adapter of battery electric buses and these vehicles reflected state of the art technology at the time. The vehicles were received and placed into service in April of 2014.

The Proterra BE-35s are eligible for retirement in 2025 but due to several issues, RTC would like to seek permission from FTA for the early retirement of these vehicles. These issues include:

1. Range – The initial expected range of the BE-35 vehicles was up to 50 miles. A specific route, the Sierra Spirit, was assigned to these vehicles as it was a shorter route with time available for charging the batteries. This route was discontinued in March 2021, and replaced with the extension of the RAPID Virginia Line service. More importantly, over time the performance of the battery system has degraded to 80% capacity with age and a current operational range averaging only between 16.9 miles and 40.7 miles. This limited range increases RTC's cost to operate these vehicles as extra time and manpower has to be devoted to making sure the vehicles are continuously charged throughout the workday.
2. Battery Replacement Cost – The performance of the batteries for the BE-35 buses naturally degrade over time and have an expected life of 7-8 years before replacement is recommended. These buses, at 8 years old, are still on their original battery system. At the time of purchase of these vehicles, the expected cost of a battery pack was \$100,000 per vehicle (not including labor), but Proterra has been unable to provide a quote for a replacement system for these vehicles as this battery technology is now nearing obsolescence. Without a new replacement system, the only options for RTC to retain these vehicles in service is to either accept a remanufactured battery set if available or continuing to tolerate an increasingly reduced operational range for these vehicles putting a strain on service reliability.

3. Parts Availability and Costs – In addition to the difficulty in procuring replacement battery packs, there is an ongoing, severe problem with parts availability for these vehicles. Currently, two of the four vehicles have been long-term placed out of service due to the lack of available parts for the electrical/battery systems. This follows the trend that RTC has seen over the past several months, which is the inability of Proterra to provide parts in a timely fashion, and this trend will likely worsen in the future for these vehicles as much of their technology is obsolete by current standards and is no longer actively manufactured.

Foothill Transit in West Covina, California, with similar first generation Proterra vehicles, is also seeking permission for early retirement from FTA's Region 9 office. By passage of this resolution, RTC seeks to partner with Foothill Transit and discuss potential retirement options with FTA.

FISCAL IMPACT

There is no fiscal impact for this agenda item.

PREVIOUS BOARD ACTION

- Nov. 15, 2013: Authorize the Executive Director to extend the agreement with Transit Resource Center (TRC) for bus inspection services for the Proterra Bus procurement.
- Sept. 20, 2013: Acknowledged receipt of the Electric Bus Procurement Update.
- Aug. 23, 2013: Acknowledged receipt of the Public Transportation/Operations Report.
- Approved the Professional Services Agreement (PSA) with Transit Resource Center (TRC) to monitor and evaluate the performance of the four Proterra electric buses; authorized the RTC Executive Director to execute the agreement.
- Feb. 15, 2013: Acknowledged receipt of the Electric Bus Procurement Update.
- Aug. 17, 2012: Approved the agreement with Proterra Bus for the purchase of four electric buses, one fast charge station, and associated equipment and services; approved the agreement with Transit Resource Center (TRC) to provide electric bus production inspection services; authorized the Executive Director to execute both agreements.
- Jul. 20, 2012: Authorized the Executive Director to negotiate agreements with Proterra Bus, the Center for Transportation & the Environment (CTE), and Transit Resource Center (TRC).

- May 18, 2012: Received a report on the Public Transportation Fleet, Fueling, Facilities, and Funding Program.
- Oct. 21, 2011: Rejected the recommended Electric Bus Project Management award to TRC and directed staff to develop a new RFP for partnering with the RTC on alternative fuel development.
- May 20, 2011: Approved Scope of Work for the Electric Bus Project Management Request for Proposal.
- Mar. 18, 2011: Ratified the FTA TIGGER II electric bus project grant application.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.13

From: Adam Spear, General Counsel

RECOMMENDED ACTION

Approve a contract with Woodman International, LLC, for specialized legal services.

BACKGROUND AND DISCUSSION

RTC contracts with a number of different law firms and attorneys to provide legal services on an as-needed basis. As the need for legal services arises, the General Counsel works with staff to assign work to the appropriate attorneys. Attorneys are only paid for work that is assigned and performed.

Kent Woodman, Esq. is a senior counsel at Thompson Coburn, LLP, who has provided specialized legal services to RTC since 2011. He specializes in federal law and regulations applicable to federally funded public works projects and transit matters, including complex procurement, contracting and project development matters. His familiarity with RTC and the challenges it faces as a regional transportation commission make him uniquely qualified to advise RTC in those areas, if and when needed. He has a proven ability to work well with this organization and provide excellent client representation.

Under this contract, Mr. Woodman would continue to provide specialized legal services to RTC but would do so as the owner of Woodman International, LLC. He has agreed to perform work at an hourly rate that is competitive for these types of services and in line with the other firms and attorneys that represent RTC. That rate would be fixed for the term of the contract.

The General Counsel will continue to work with the Executive Director to evaluate RTC's legal resources and recommend additional contracts for legal services as needed.

FISCAL IMPACT

Funding for legal services is included annually in the RTC Board approved budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Agreement for Legal Services

AGREEMENT FOR LEGAL SERVICES

This Agreement for Professional Services (the "Agreement") is dated and effective as of August 20, 2021, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Woodman International LLC ("Consultant").

WITNESSETH:

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

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

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

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

A. SCOPE OF SERVICES

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

B. TERM

1. The initial term of this Agreement shall be from the date first stated above through June 30, 2022.

2. Options to Renew. This Agreement includes two one-year option terms. The first option to renew shall extend the term of this Agreement from July 1, 2022 through June 30, 2023, and the second option to renew shall extend the term of this Agreement from July 1, 2023, through June 30, 2024. Each option to renew shall be deemed exercised unless, at least 30 days before the end of the prior term, RTC or Consultant notifies the other that the notifying party does not intend to extend the term of this Agreement pursuant to this subsection.

C. PAYMENTS TO FIRM

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

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

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

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

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

E. OTHER PROVISIONS

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

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

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

4. Insurance. Consultant shall self-insure.

5. Relationship of Parties. Consultant is an independent contractor to RTC under this Agreement. Consultant is free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in conflict with services being provided by the Consultant to RTC and confidentiality is maintained. Consultant is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

6. E-mail Communication. RTC consents to and allows the Consultant, and any attorneys or employees of the Consultant, to initiate communications with RTC and

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

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

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

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

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

CONSULTANT: Kent Woodman
Woodman International LLC
2426 Cameron Mills Road
Alexandria, Virginia 22302

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

9. Governing Law; Jurisdiction. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the

parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP
Executive Director

WOODMAN INTERNATIONAL LLC

By: _____
Kent Woodman
Owner

EXHIBIT A

Scope of Services

1. Advise on procurements, contracts and contract management activities related to public works construction contracts, including alternative project delivery methods.
2. Advise on Federal statutory, regulatory, and compliance issues and grant requirements.
3. Advise on federal law and regulations related to real property acquisition for public works construction projects and potential public-private partnerships.
4. Other specialized legal matters as requested by the RTC's General Counsel or Executive Director.

SAMPLE

EXHIBIT B

Fee Schedule and Costs

RATE/HOUR: Consultant will provide services to RTC at an hourly rate of \$325.

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.14

From: Adam Spear, General Counsel

RECOMMENDED ACTION

Approve a contract with Taft Stettinius & Hollister, LLP, for specialized legal services.

BACKGROUND AND DISCUSSION

RTC contracts with a number of different law firms and attorneys to provide legal services on an as-needed basis. As the need for legal services arises, the General Counsel works with staff to assign work to the appropriate attorneys. Attorneys are only paid for work that is assigned and performed.

RTC has a need for a firm that can provide specialized legal services in connection with complex litigation involving public works construction and other matters. Taft Stettinius & Hollister, LLP, is a large national law firm with excellent litigation support and document management capabilities. The firm and its attorneys Todd Rowden, Esq. and James Oakley, Esq. represented RTC as lead litigation counsel in a previous matter involving public works construction. They have a proven ability to work well with this organization and provide excellent client representation. In the event that their services are needed in connection with litigation, RTC would also be represented by local counsel.

There are certain areas in which RTC's interests are served by having multiple firms and attorneys available to provide legal services if needed. One of those areas is the federal law and regulations applicable to federally funded public works projects and transit matters. RTC has a contract with Thompson Coburn, LLP, for attorneys to provide specialized legal services in those areas. Taft Stettinius & Hollister, LLP, has attorneys that would also be available to provide specialized legal services in those areas if needed.

The partners that RTC would work with under the contract have agreed to hourly rates that are competitive for these types of services and in line with the other firms and attorneys that represent RTC. Those rates would be fixed for the term of the contract.

The General Counsel will continue to work with the Executive Director to evaluate RTC's legal resources and recommend additional contracts for legal services as needed.

FISCAL IMPACT

Funding for legal services is included annually in the RTC Board approved budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Agreement for Legal Services

AGREEMENT FOR LEGAL SERVICES

This agreement (the "Agreement") is dated and effective as of August 20, 2021, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Taft Stettinius & Hollister, LLP ("Firm").

WITNESSETH:

WHEREAS, RTC desires to retain the Firm to perform specialized legal services pertaining to public works construction projects, including litigation and transactional matters; and

WHEREAS, the Firm represents it has the technical expertise and experience to perform said legal services for RTC; and

NOW, THEREFORE, RTC and the Firm, in consideration of the mutual covenants contained herein and other good and valuable consideration do agree as follows:

A. SCOPE OF SERVICES

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

B. TERM

The term of this Agreement shall be from the date first stated above through June 30, 2024, unless sooner terminated.

C. PAYMENTS TO FIRM

1. Compensation

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

2. Invoices and Time of Payment

Invoices shall be submitted and payments made in the following manner:

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

b) Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest

will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

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

D. OTHER PROVISIONS

1. Time is of the Essence

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

2. Non-Transferability

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

3. Hold Harmless

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

4. Insurance

The Firm shall, at its own expense, self-insure or maintain in effect at all times during the performance of this Agreement, at least the following coverage and limits of insurance which shall be maintained with insurers and under forms and policies reasonably satisfactory to RTC.

a) Professional Liability, \$1,000,000 per claim; \$1,000,000 in aggregate.

b) Worker's compensation and employer's liability.

The Firm shall furnish to RTC a certificate from either Employers' Insurance Company of Nevada or a private company certifying that the Firm has complied with the workers' compensation provisions of the State of Nevada.

5. Relationship of Parties

The Firm is an independent contractor to RTC under this Agreement. The Firm is free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in conflict with services being provided by the Firm to RTC and confidentiality is maintained.

6. E-mail Communication

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

7. Termination and Withdrawal

RTC may terminate this Agreement, in whole or in part, at any time by written notice to the Firm when it is in RTC's best interests. The Firm shall be paid for costs incurred and work performed up to the time of termination. If the Firm has any property in its possession belonging to RTC, the Firm will account for the same, and dispose of it in the manner RTC directs.

The Firm reserves the right to withdraw from representation of RTC with the client's consent or for any reason consistent with the Nevada Supreme Court's rules of professional responsibility. This may include (without limitation) the failure to honor the terms of this Agreement, the failure to pay undisputed amounts billed in a timely manner, the failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would reasonably impair an effective attorney-client relationship or which would render the Firm's continuing representation unlawful or unethical. The Firm will be entitled to be paid for services rendered and direct costs made or incurred on RTC's behalf prior to the date of withdrawal.

8. Notices

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

TO RTC: Executive Director
Regional Transportation Commission of Washoe County
P.O. Box 30002
Reno, Nevada 89502
(775) 335-1825

TO FIRM: Todd Rowden and James Oakley
Taft Stettinius & Hollister, LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601-3713
(312) 527-4000

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

9. Governing Law; Jurisdiction

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

10. Severability

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

11. Entire Agreement

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

12. Amendments

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

13. Regulatory Compliance

The Firm agrees to comply with all federal, state and local government laws, regulations and ordinances in the performance of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP
Executive Director

TAFT STETTINIUS & HOLLISTER, LLP

By: _____
Todd Rowden, Esq.
Partner

By: _____
James Oakley, Esq.
Partner

EXHIBIT A

Scope of Services

1. Advise and represent the RTC in disputes and complex litigation involving public works construction projects, and other complex litigation matters.
2. Advise on law and regulation related to public works construction projects, including contract management, Buy America, Davis-Bacon, DBE issues, and other matters.
3. Advise on federal law and regulation related to real property transactions, including right-of-way issues, acquisitions, dispositions, and joint development.
4. Advise on law and regulation related to the National Environmental Policy Act (NEPA) and environmental permitting and compliance.
5. Advise on oversight and compliance issues involving the Federal Highways Administration, the Federal Transit Administration, and other federal agencies.
6. Assist with the preparation of solicitation documents, contracts, bid protests and other matters related to procurement and contracting.
7. Other specialized legal matters as requested by the RTC's General Counsel or Executive Director.

EXHIBIT B

Fee Schedule and Costs

<u>Attorneys</u>	<u>Rate/Hour</u>
Todd Rowden, James Oakley, and other Partners	\$395
Associates	\$275

COSTS: Monthly billings will include reimbursement for reasonable costs incurred by the Firm in the performance of services under this Agreement. Such costs include, but are not limited to, parking expenses while on travel; coach airfare; copying charges; express mail; and similar expenses. RTC will reimburse costs for lodging and food while on travel based on applicable per diem rates for Reno, Nevada, at gsa/travel/plan-book/per-diem-rates.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.15

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Approve a funding agreement with the Tahoe Transportation District to contribute \$160,000 towards the purchase of the former elementary school in Incline Village as a potential site for a future mobility hub.

BACKGROUND AND DISCUSSION

RTC partners with Placer County and the Tahoe Transportation District (TTD) to contribute towards the transit services and facilities in the Washoe County portion of the Tahoe Basin, i.e. Incline Village. Placer County operates the Tahoe Area Regional Transit (TART) system which provides transit services connecting Incline Village with the rest of the North Shore and the Town of Truckee. RTC provides funding for the service in Incline Village. RTC and TTD have also provided transportation services connecting Incline Village with Washoe County and other parts of the Tahoe Basin. The Tahoe Regional Planning Agency (TRPA) is the Metropolitan Planning Organization for the Tahoe Basin.

TRPA and TTD have asked the RTC to contribute \$160,000 towards the cost of purchasing the former elementary school in Incline Village as a potential site for a future mobility hub. The purchase price is approximately \$2,350,000. TTD secured a grant from the Nevada Department of Transportation for approximately \$2,000,000 of Federal Transit Administration funding. The grant requires a match of approximately \$320,000 in non-federal funding. RTC's contribution would be used as part of the match for the grant. TRPA sent a letter outlining the request.

TTD intends to purchase the school site this fall. The purchase of the school site will be a protective acquisition. The purchase will ensure that the site can be considered as part of a community based final site selection process that is currently underway, instead of being sold to a third party before that selection process can be completed. TRPA and TTD expect that the selection process could take up to a year. If the site is not selected, the site will be sold and the funds will be used to purchase the selected site with concurrence from RTC's Executive Director. Once a site is selected, it would then take a period of years (at least 7 or 8) for the mobility hub to be funded and constructed.

On July 16, 2021, the Board authorized the Executive Director to negotiate a funding agreement. The funding agreement is attached as Exhibit A. The agreement contains provisions to ensure that the funds will be returned to RTC in the event that the site is sold and no alternative site is purchased within a reasonable period of time, or if the mobility hub is not completed within a reasonable period of time.

FISCAL IMPACT

The funding will be provided through a reallocation of the FY 2022 public transportation budget.

PREVIOUS BOARD ACTION

July 16, 2021 Authorized the Executive Director to negotiate a funding agreement to contribute \$160,000 towards the Tahoe Transportation District's purchase of the former elementary school in Incline Village as a potential site for a future mobility hub.

ATTACHMENT(S)

- A. Funding Agreement

FUNDING AGREEMENT

This Agreement is dated and effective as of August 20, 2021, by and between the Tahoe Transportation District (“District”) and the Regional Transportation Commission of Washoe County (“RTC”).

WITNESSETH:

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

WHEREAS, RTC, District, and other public agencies contribute towards transit services and facilities in the Washoe County portion of the Tahoe Basin; and

WHEREAS, District intends to purchase the former elementary school in Incline Village (the “Site”) to be used for the site of a potential new mobility hub if the Site is selected during the ongoing community-based final site selection process; and

WHEREAS, the purchase price of the Site is approximately \$2,350,000, which will be funded with approximately \$2,000,000 in Federal Transit Administration funds and approximately \$320,000 in non-federal matching funds; and

WHEREAS, District and the Tahoe Regional Planning Agency have requested that RTC provide \$160,000 (the “Funds”) to be used by District as a portion of the non-federal matching funds for the purchase of the Site.

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

I. DISTRICT AGREES:

1. District will work diligently to complete the purchase of the Site.
2. District will invoice RTC for the Funds upon execution of a purchase and sale agreement. District will provide a copy of the fully executed purchase and sale agreement with the invoice. District shall submit the invoice to accountspayable@rtcwashoe.com. In the event that a purchase and sale agreement is not executed within a reasonable period of time (not-to-exceed one year from the date of this Agreement), RTC may terminate this Agreement upon 30 days written notice.
3. District will notify RTC in writing when the transaction closes and District takes title to the Site. In the event the transaction does not close and District does not take title to the Site, District will return the Funds to RTC.

4. In the event that the Site is purchased but another site in Washoe County is selected during the ongoing final site selection process, District will sell the Site within a reasonable period of time. In the event that the Site is sold, District may use the Funds for the purchase of the selected site in Washoe County with written concurrence from RTC's Executive Director; otherwise, District will return the Funds to RTC within 60 days of the completion of the sale.

5. In the event the mobility hub is not constructed within a reasonable period of time (not-to-exceed ten years from the date of this Agreement), District will return the Funds to RTC unless an extension of time is granted by written concurrence from RTC's Executive Director.

6. District will report annually to RTC on the status of the project.

II. RTC AGREES:

1. RTC will provide the Funds to District upon receipt of the invoice and the fully executed purchase and sale agreement.

2. RTC will remit payment within 30 calendar days following receipt of the invoice.

III. 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 RTC will have no obligations or responsibilities whatsoever with regard to any purchase or sale of the Site, grant applications or grant management, or ownership, operation and maintenance of the Site or the mobility hub.

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: Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

DISTRICT: District Manager
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

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

TAHOE TRANSPORTATION DISTRICT

By: _____
Carl Hasty, District Manager



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 4.16

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Receive Investment Committee report for the quarter ended March 31, 2021

BACKGROUND AND DISCUSSION

The Investment Committee (Committee) did not meet with PFM Asset Management LLC (PFM) on July 29, 2021, to discuss the performance of the debt service investment fund for the quarter ending March 30, 2021, due to a lack of quorum. The current investment portfolio consists of 84.8% U.S. Treasuries and 15.2% Money Market Fund. Year to date percentage earnings through March 31, 2021, was 0.62%. The investment percentage earnings target is 1.50% for the 2021 calendar year.

FISCAL IMPACT

The reserve fund earnings for the quarter ended March 31, 2021, are \$3,441.60.

PREVIOUS BOARD ACTION

12/16/2011 Approved an investment policy of 92% Federal Agencies and 18% Corporate Notes as authorized per NRS 355.170.

The RTC Board has since acknowledged receipt of the Investment Committee reports on a quarterly basis beginning in June 2012.

ATTACHMENT(S)

- A. March 31, 2021 Quarter Investment Report



WASHOE COUNTY RTC

Investment Performance Review For the Quarter Ended March 31, 2021

Client Management Team

Monique Spyke, Managing Director
Robert Cheddar, CFA, Managing Director

44 Montgomery Street, 3rd Floor
San Francisco, CA 94104
415-982-5544

PFM Asset Management LLC

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

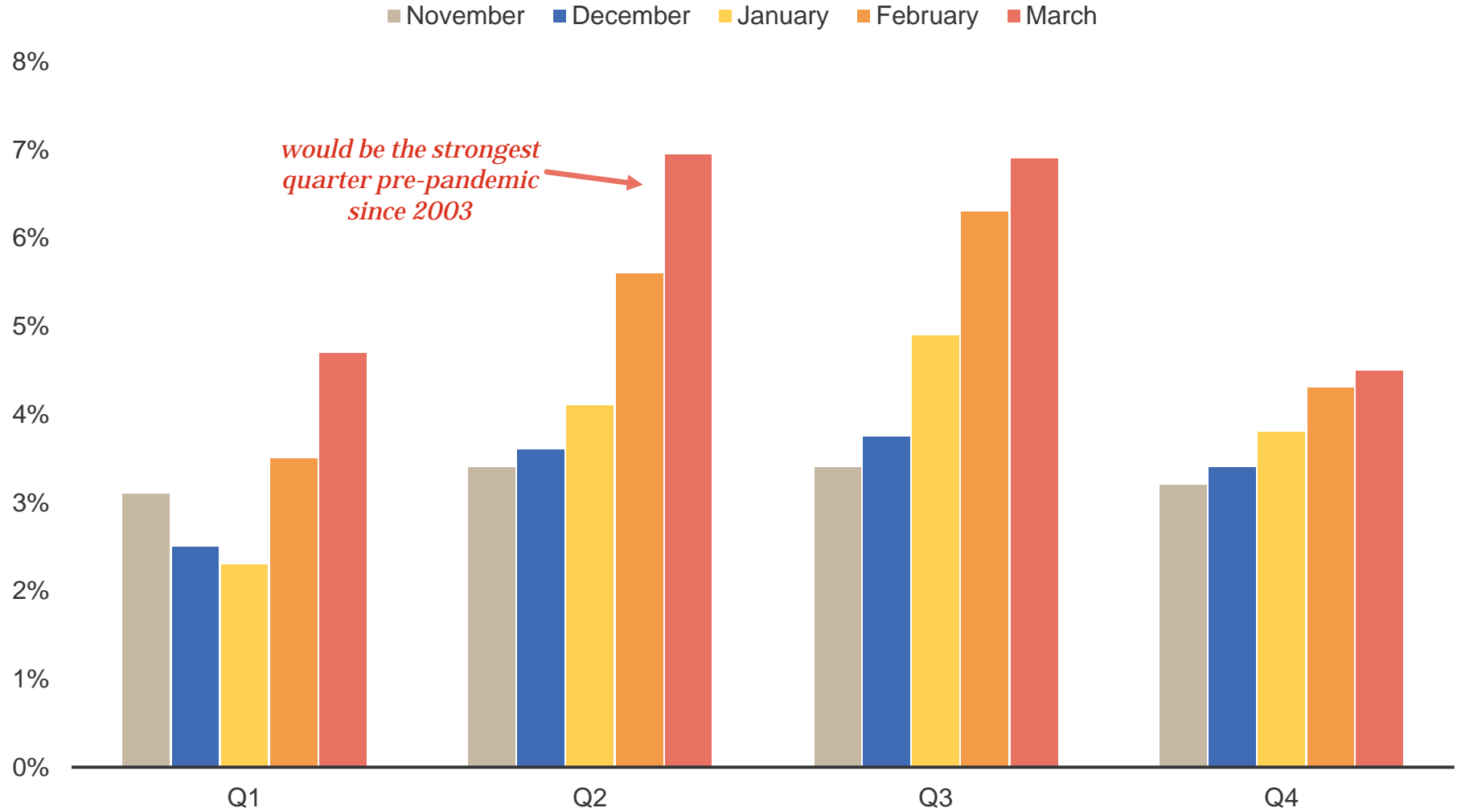
The Fight Against the COVID-19 Pandemic Continues

- ◆ COVID-19 cases fell by 66% in the U.S. during the first quarter.
- ◆ Approximately 95 million Americans received at least one vaccination by quarter-end.

Enactment Date	Congressional Actions
March 6, 2020	\$7.8 billion Coronavirus Preparedness and Response Supplemental Appropriations Act
March 18	\$15.4 billion Families First Coronavirus Response Act (FFCRA)
March 27	\$2.1 trillion Coronavirus Aid, Relief, and Economic Security (CARES) Act
April 24	\$483 billion Paycheck Protection Program and Health Care Enhancement Act
Dec 27	\$900 billion Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act
March 11, 2021	\$1.9 trillion American Rescue Plan (ARP) Act of 2021
?	\$2 trillion proposed "American Jobs Plan"

GDP Estimates Improve Due to Passage of New Relief Bill

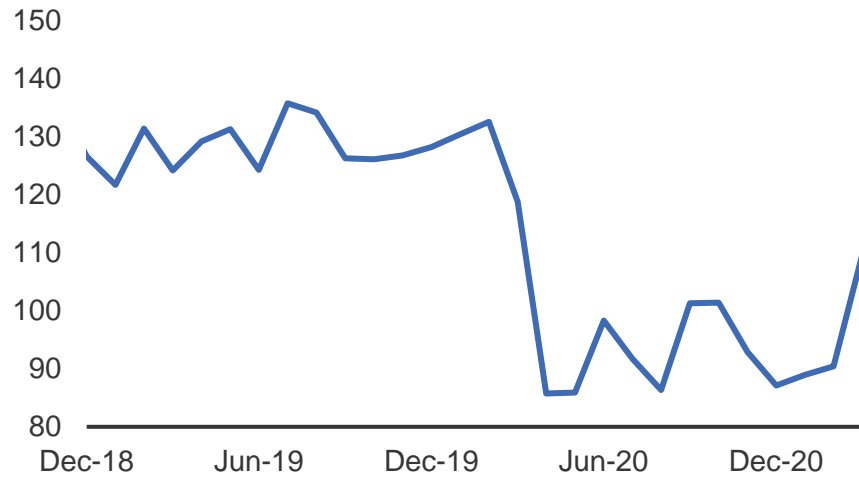
U.S. Quarterly GDP Forecasts for 2021



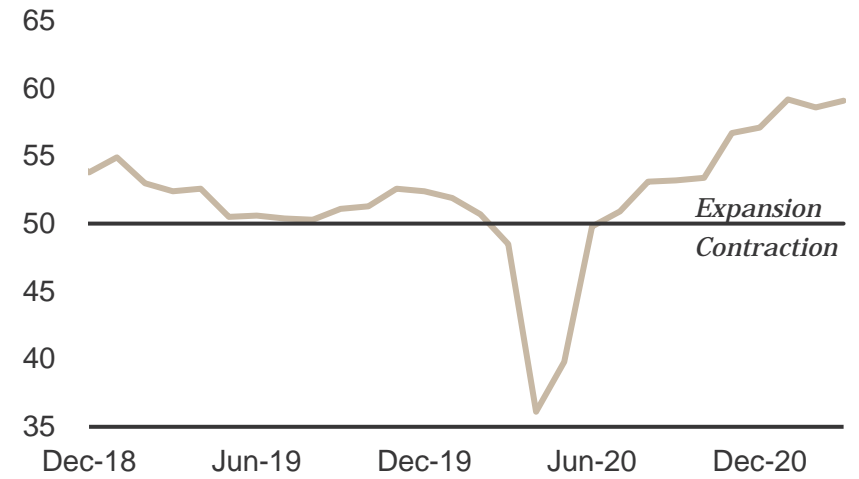
Source: Bloomberg, as of March 31, 2021.

U.S. Economic Momentum Accelerated in the First Quarter of 2021

Conference Board Consumer Confidence



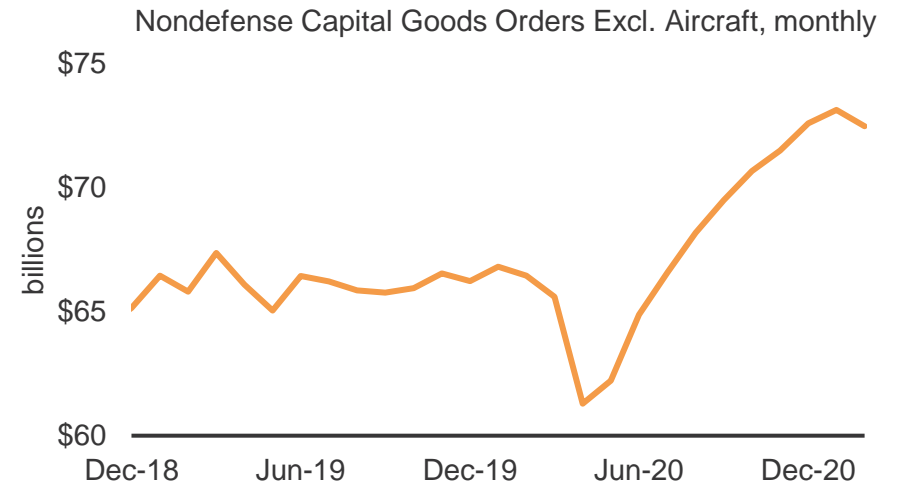
Manufacturing Market PMI



S&P 500 Closing Price



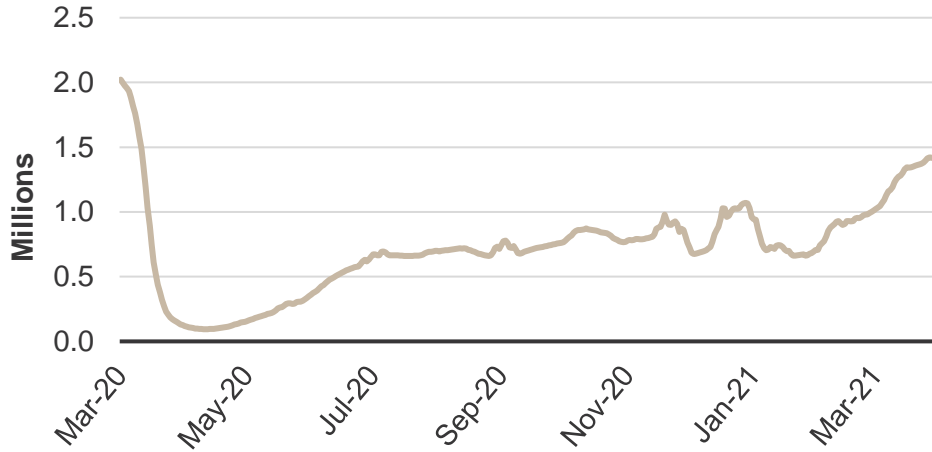
Business Investment



Source: Bloomberg, as of April 6, 2021.

High Frequency Data Indicates the Economic Recovery Is Gaining Momentum

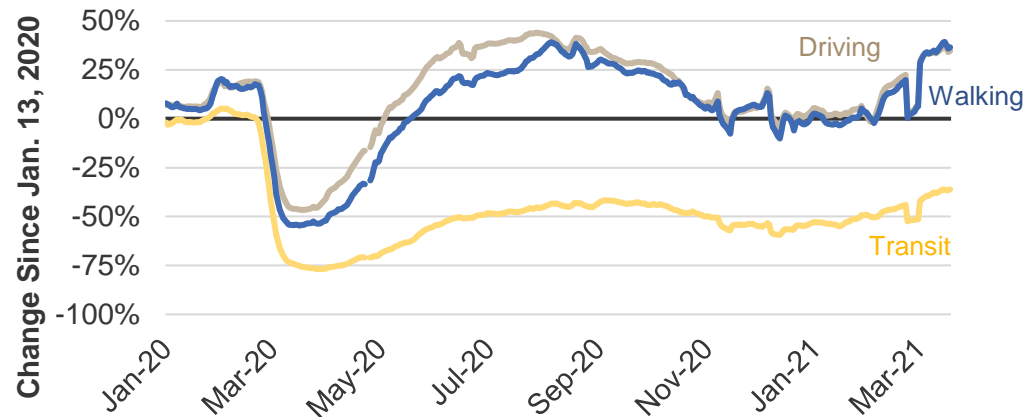
TSA Checkpoint Travel Numbers
7-Day Moving Average



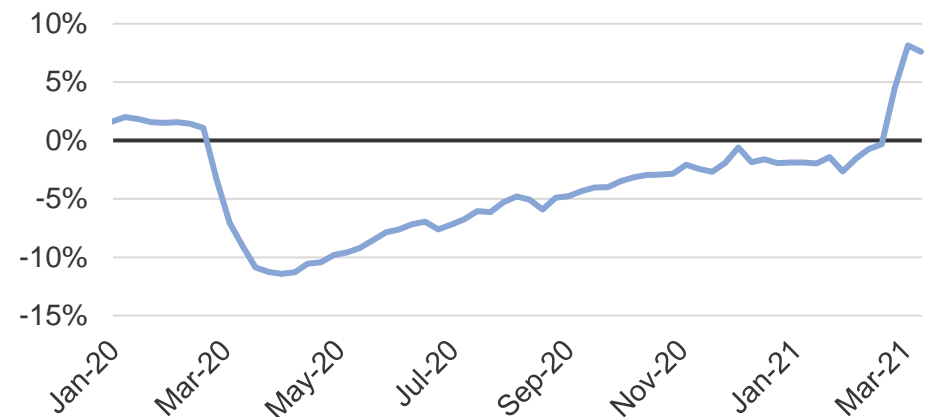
U.S. OpenTable Restaurant Reservations
7-Day Moving Average



Requests for Directions in Apple Maps
7-Day Moving Average

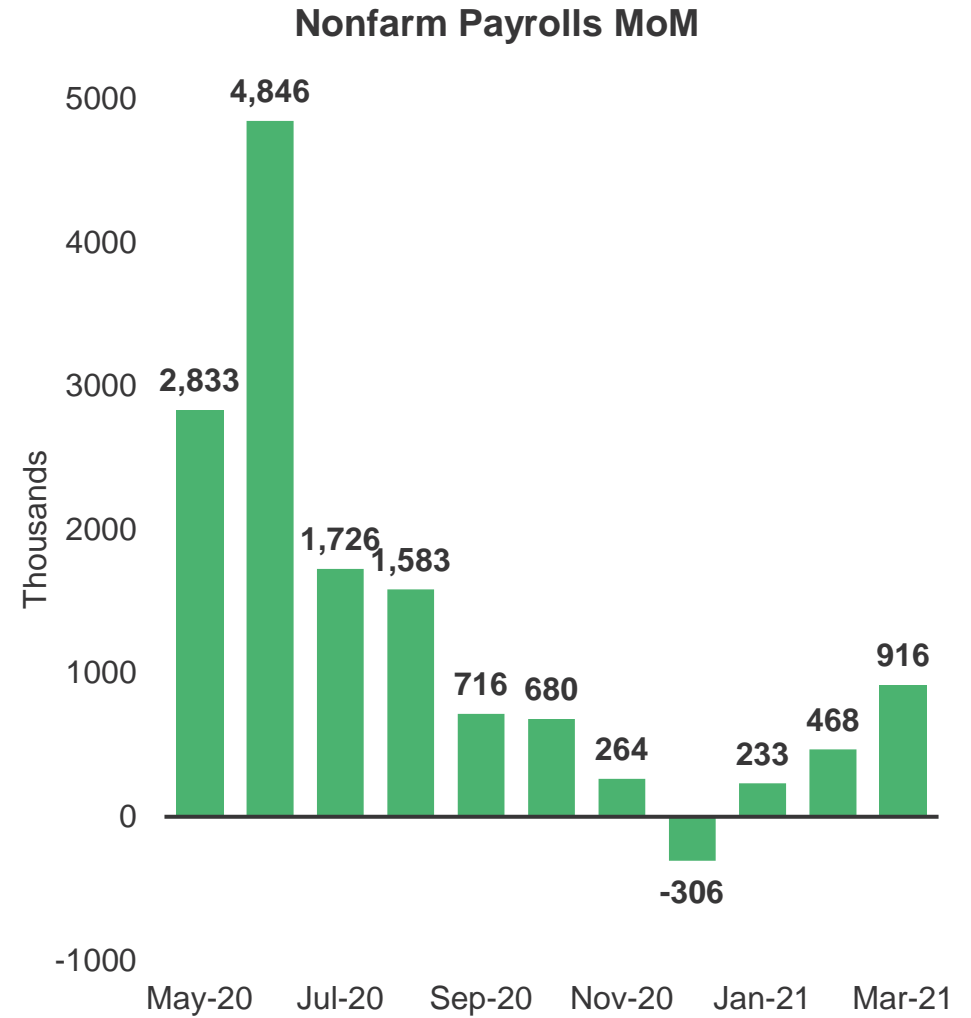
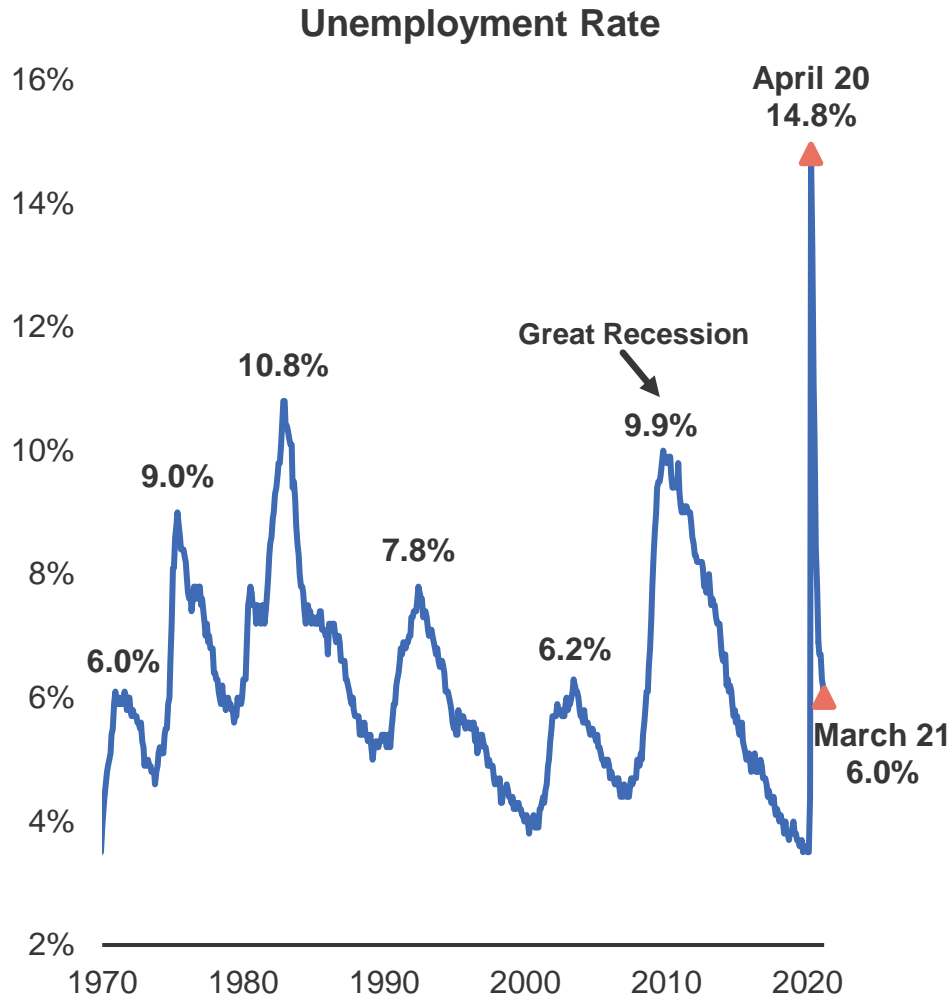


NY Fed Weekly Economic Index



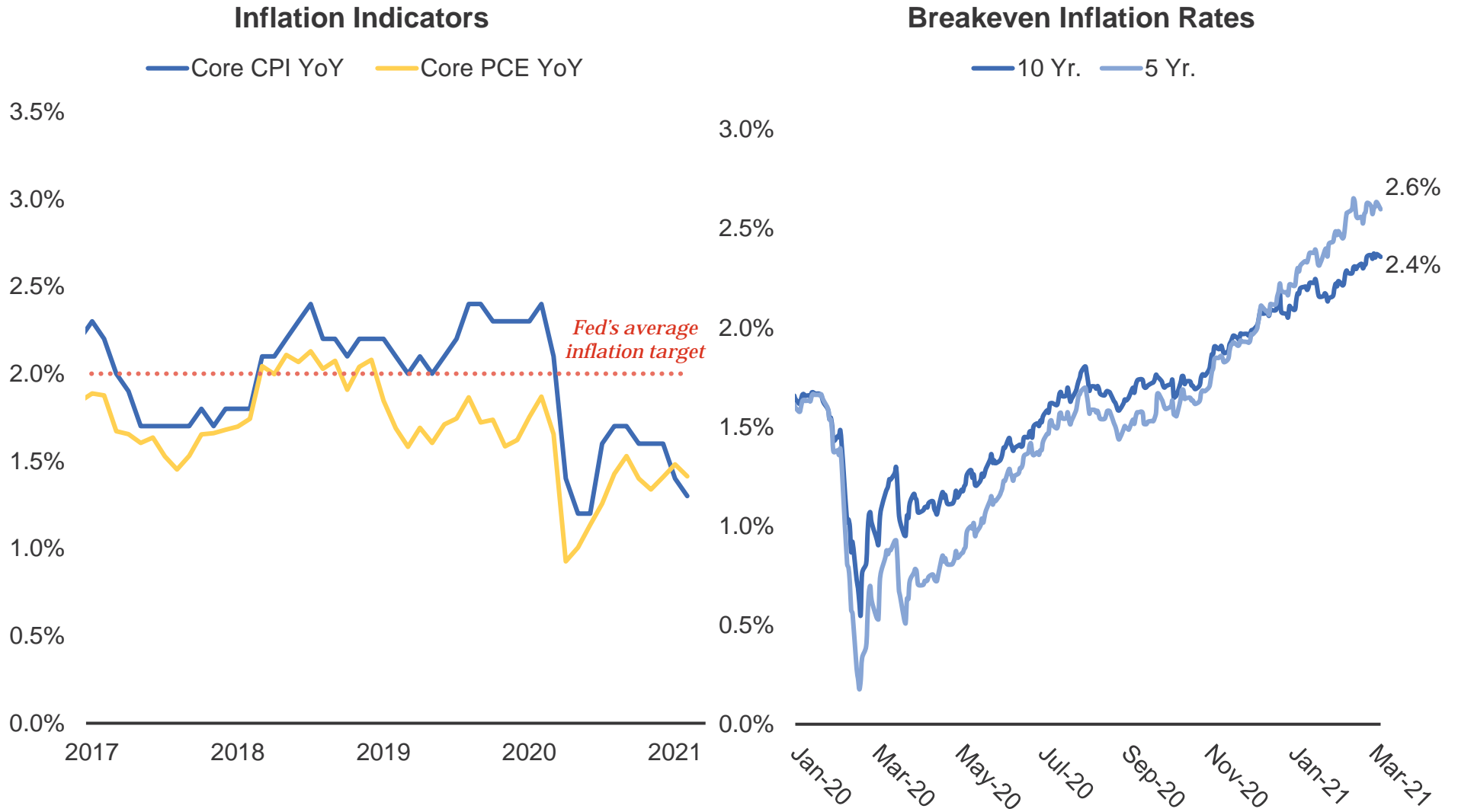
Source: (top left) Transportation Security Administration, PFM calculations, as of April 6, 2021. (top right) Includes phone, online, and walk-in diners; OpenTable, PFM calculations, most recent data as of April 6, 2021. (bottom left); Apple, PFM calculations, most recent data as of April 6, 2021. (bottom right) Federal Reserve Bank of New York, most recent data as of April 6, 2021.

U.S. Labor Market Beginning to Rebound Strongly



Source: Bloomberg, as of April 5, 2021. Data is seasonally adjusted.

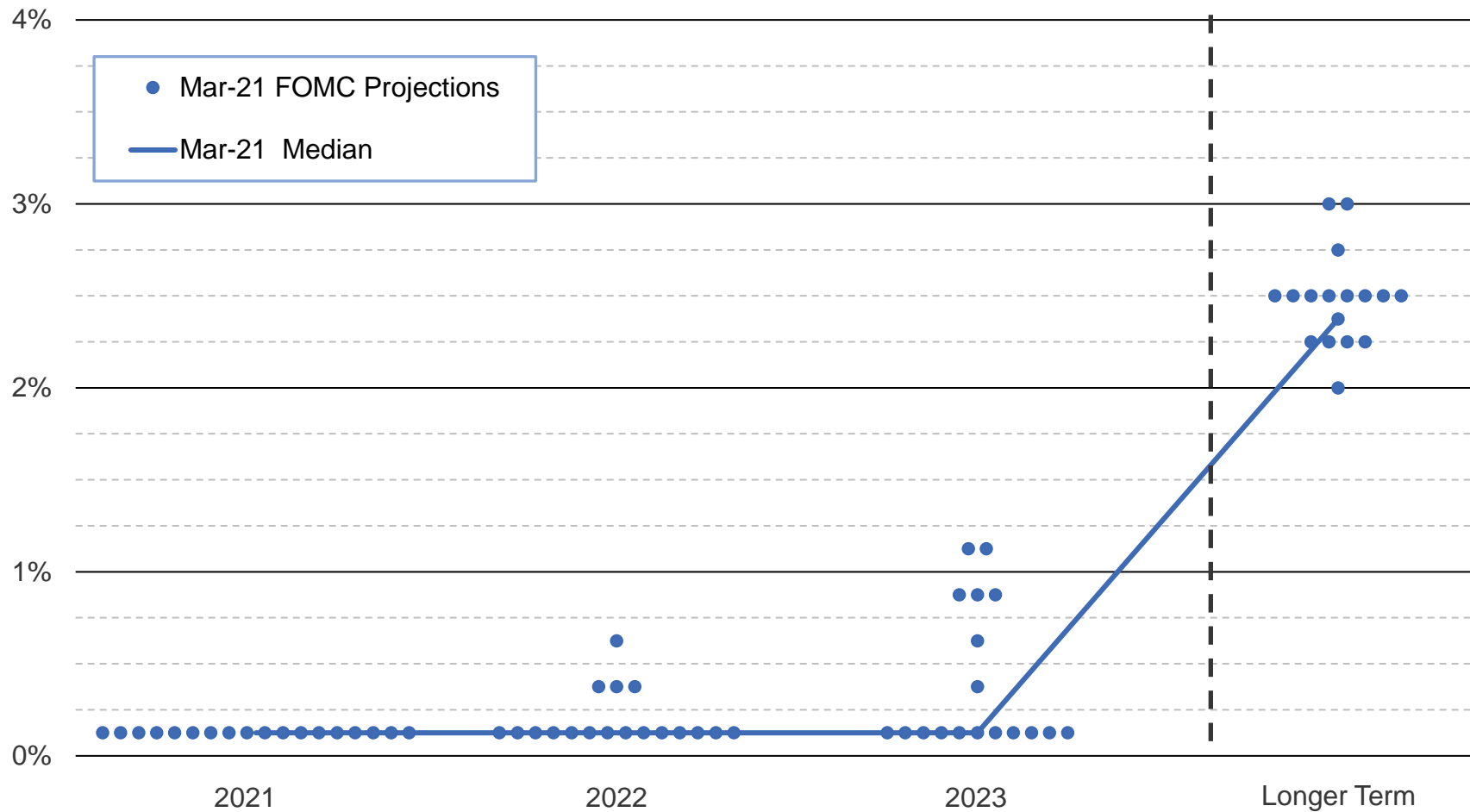
Actual Inflation Lags Fed's 2% Target Even as Inflation Expectations Rise



Source: Bloomberg, as of April 5, 2021.

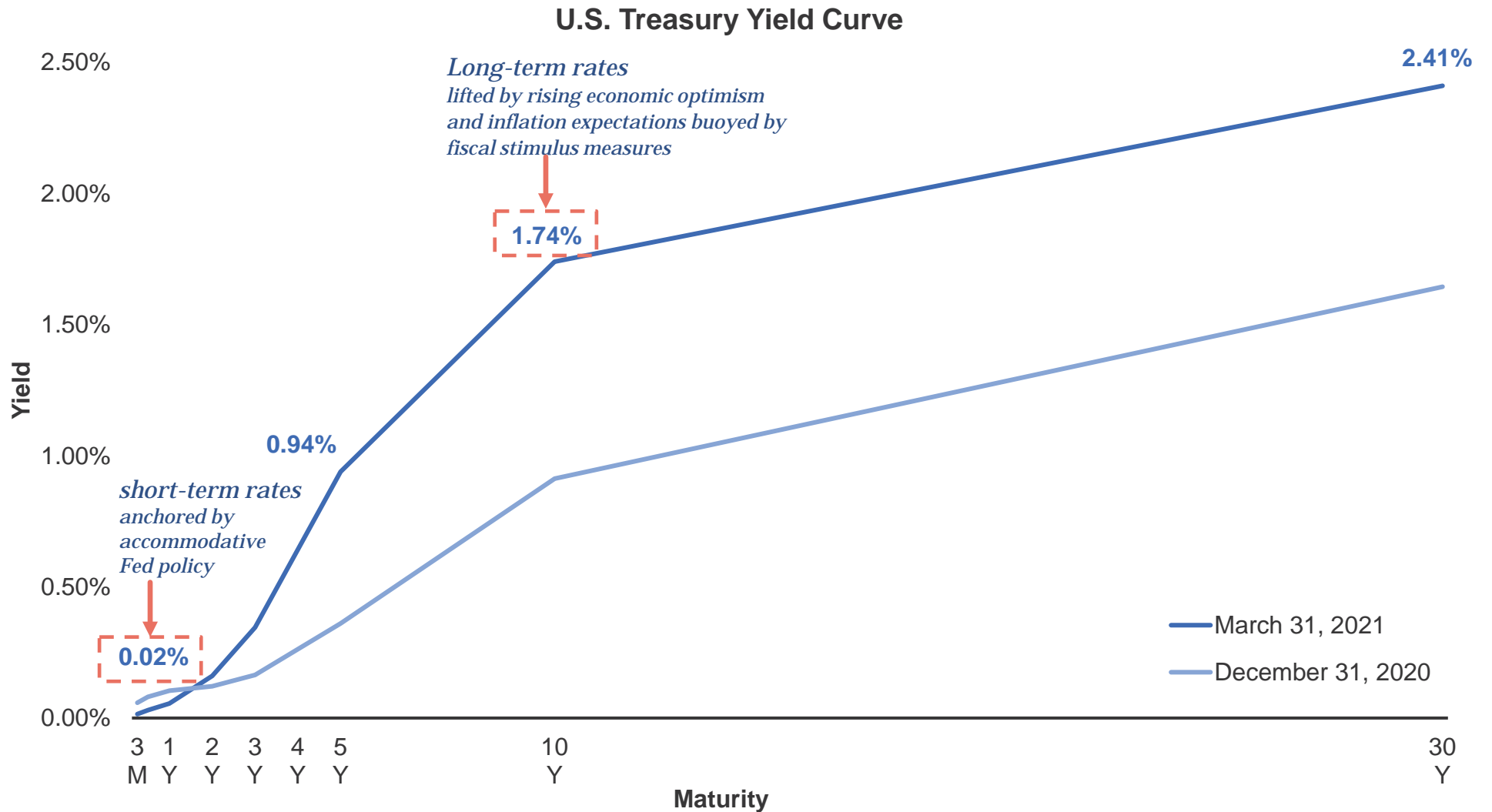
Federal Reserve Anticipates Near-Zero Rates Through 2023

Fed Participants' Assessments of "Appropriate" Monetary Policy



Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year end. Fed funds futures as of March 18, 2021.

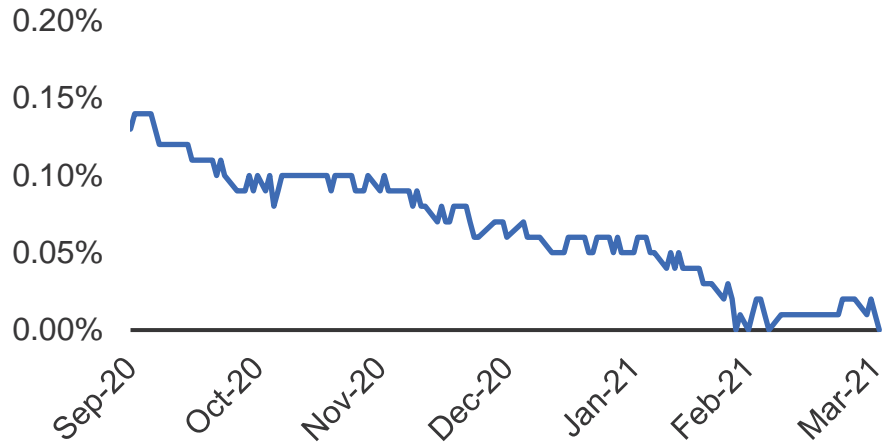
Treasury Yield Curve Steepened on Economic Optimism



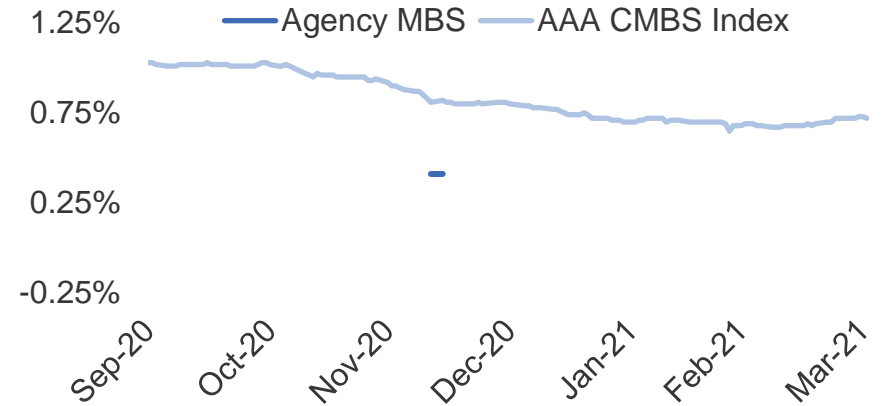
Source: Bloomberg, as of March 31, 2021.

Agency and MBS Yield Spreads Tighten, but Corporates and ABS Widen

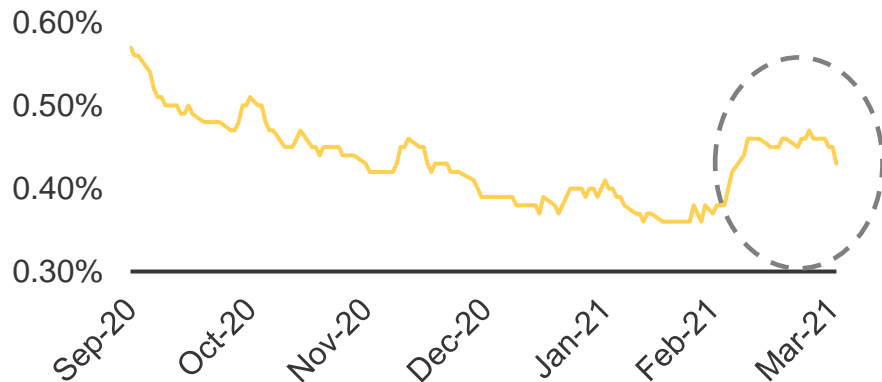
Federal Agency Yield Spreads



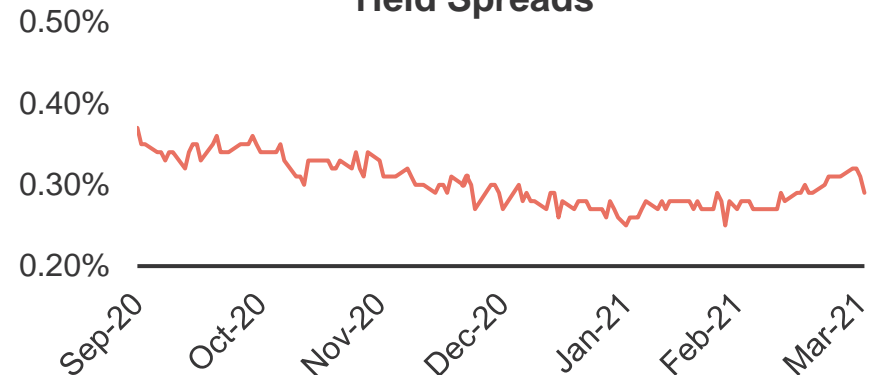
Mortgage-Backed Securities (MBS) Yield Spreads



Corporate Notes A-AAA Yield Spreads



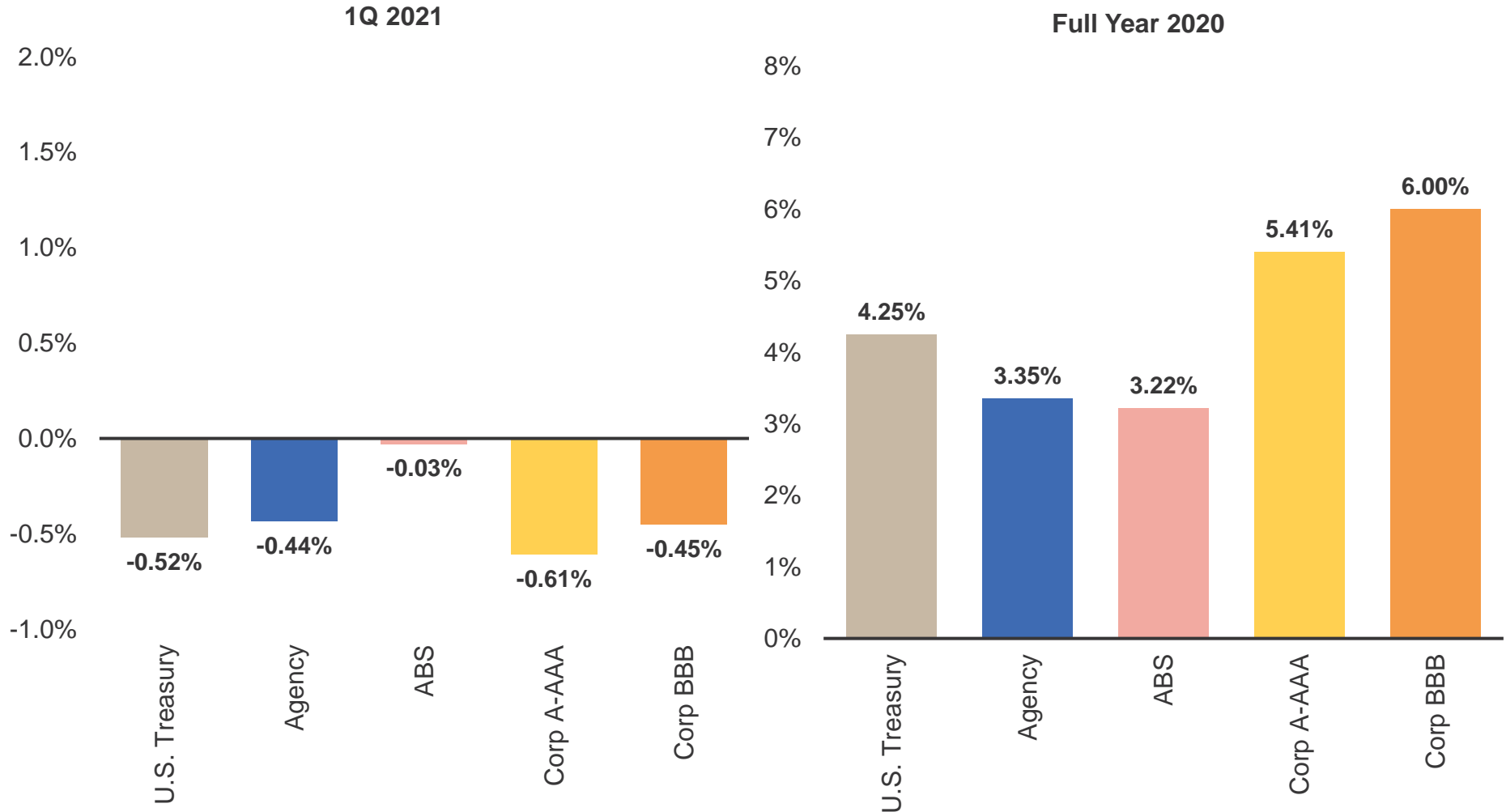
Asset-Backed Securities (ABS) Yield Spreads



Source: ICE BofAML 1–5 year Indices via Bloomberg, MarketAxess and PFM as of March 31, 2021. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable-maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

First Quarter Returns Hurt by Rising Rates; Credit Underperforms

1-5 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of March 31, 2021.

Important Disclosures

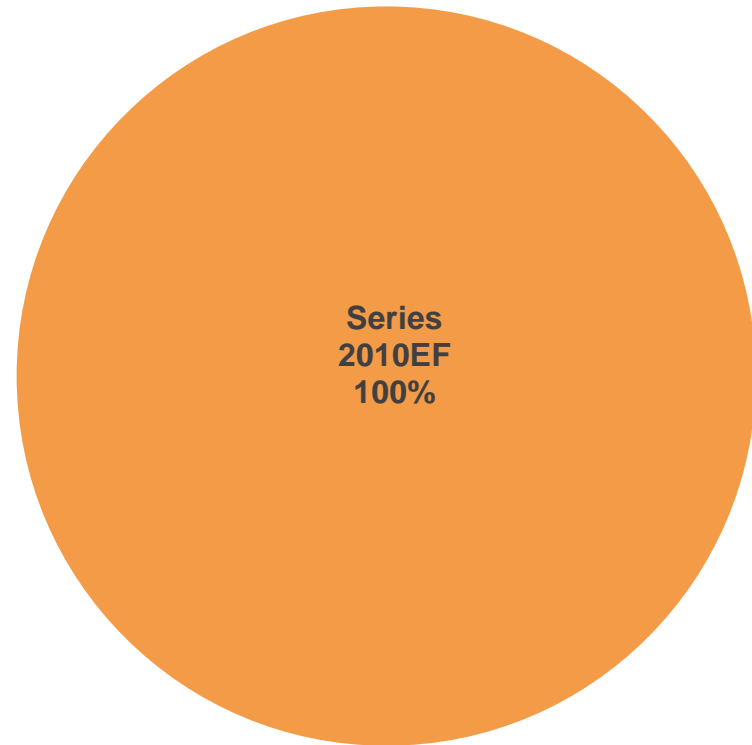
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Portfolio Review

Allocation of Bond Reserve Portfolios

	Market Value ¹
Series 2010EF	8,111,974



1. Includes accrued interest and money market funds.

Sector Allocation & Compliance

- The portfolio is in compliance with the RTC's Investment Policy and Nevada Revised Statutes.

Security Type	Market Value	% of Portfolio	% Change vs. 12/31/20	Permitted by Policy	In Compliance
Federal Agency	\$6,879,414	84.8%	-0.1%	100%	✓
Securities Sub-Total	\$6,879,414	84.8%			
Accrued Interest	\$2,828				
Securities Total	\$6,882,242				
Money Market Fund	\$1,229,732	15.2%	+0.1%	100%	✓
Total Investments	\$8,111,974	100.0%			

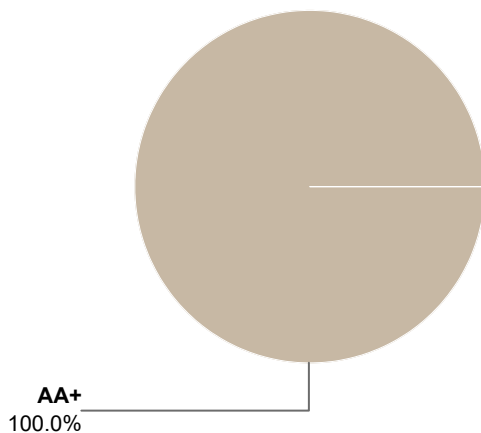
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of December 2011.

Portfolio Statistics

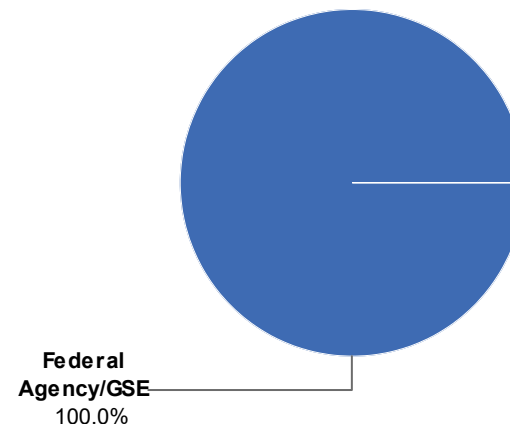
As of March 31, 2021

Par Value:	\$6,885,000
Total Market Value:	\$8,111,974
Security Market Value:	\$6,879,414
Accrued Interest:	\$2,828
Cash:	\$1,229,732
Amortized Cost:	\$6,875,036
Yield at Market:	0.22%
Yield at Cost:	0.28%
Effective Duration:	2.04 Years
Average Maturity:	2.05 Years
Average Credit: *	AA

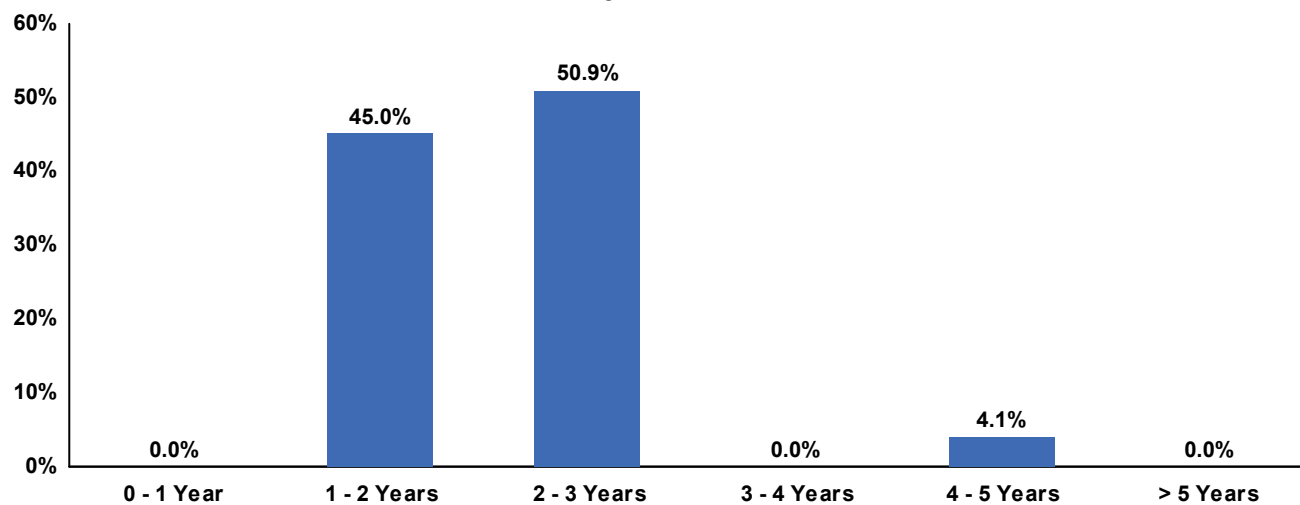
Credit Quality (S&P Ratings)



Sector Allocation



Maturity Distribution



* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Distribution

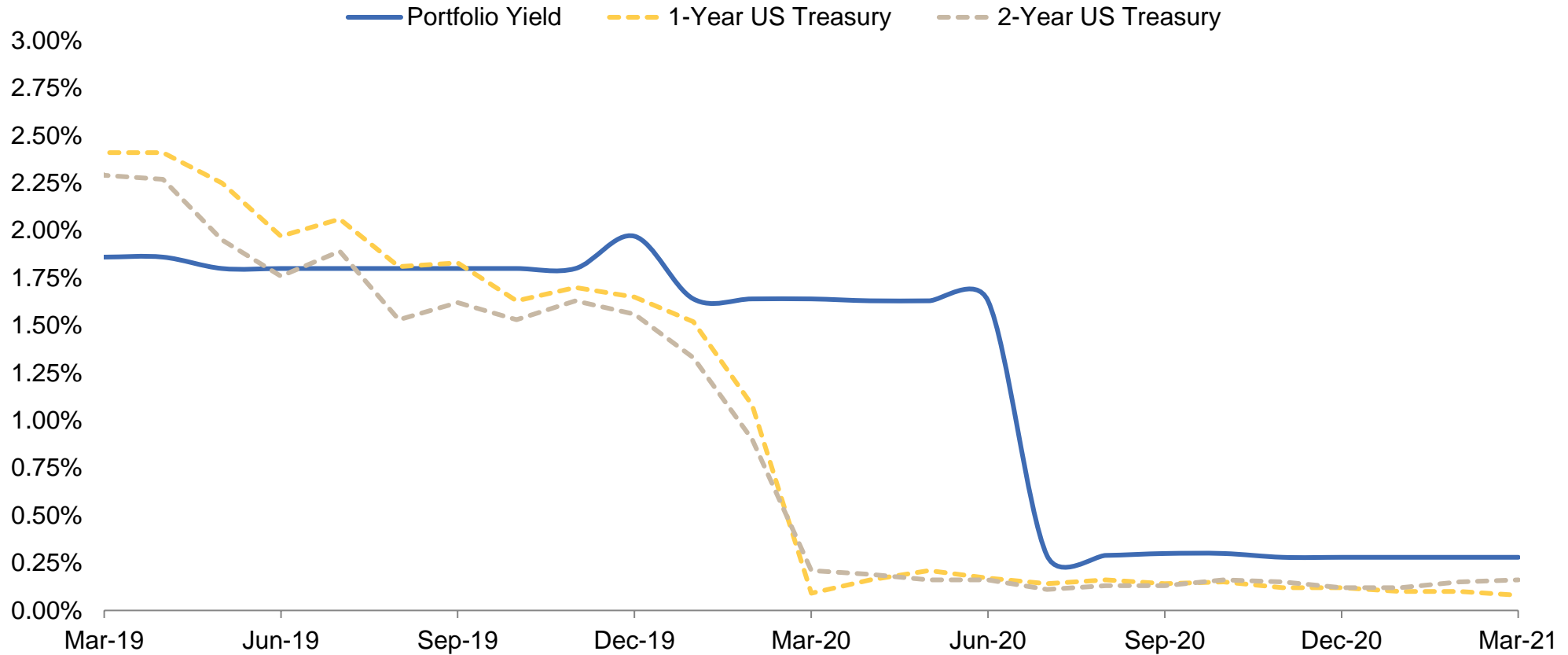
As of March 31, 2021

Issuer	Market Value (\$)	% of Portfolio
FANNIE MAE	2,500,540	36.4%
FREDDIE MAC	2,379,904	34.6%
FEDERAL FARM CREDIT BANKS	1,998,970	29.1%
Grand Total:	6,879,414	100.0%

Portfolio Yield

- ◆ The yield to maturity at cost on the aggregate portfolio was 0.28% as of March 31, 2021.
 - The average portfolio yield was 0.62% over the last trailing twelve months (4/1/20 – 3/31/21) compared to the average yield of 1.78% during the prior year’s trailing twelve months (4/1/19 – 3/31/20).

**Washoe County RTC Aggregate Portfolio vs. U.S. Treasury Month End Yields
March 2019 – March 2021**

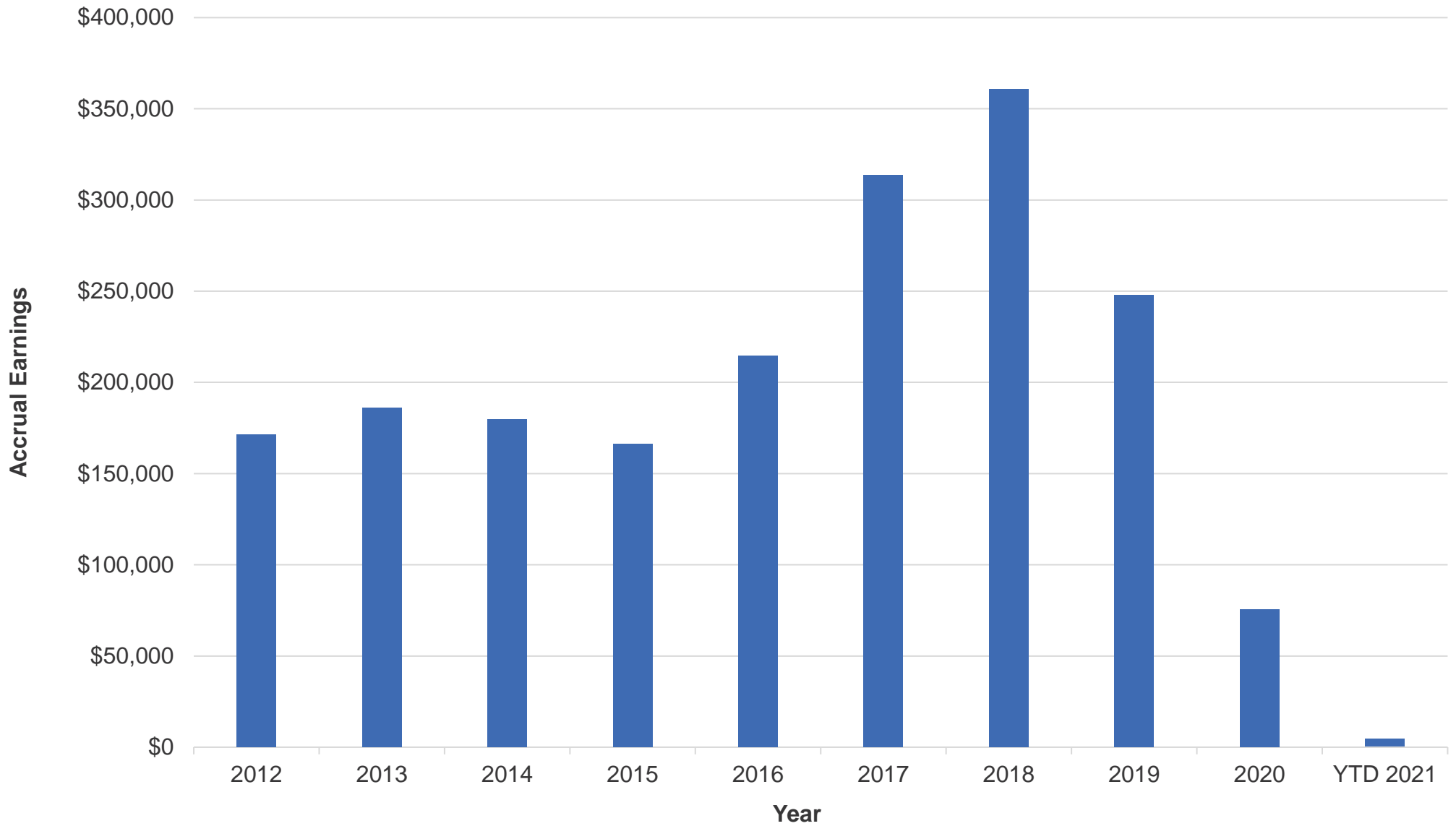


Source: Bloomberg

Portfolio Earnings**Quarter-Ended March 31, 2021**

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (12/31/2020)	\$6,889,608.96	\$6,873,747.24
Net Purchases/Sales	\$0.00	\$0.00
Change in Value	(\$10,194.49)	\$1,288.36
Ending Value (03/31/2021)	\$6,879,414.47	\$6,875,035.60
Interest Earned	\$3,441.60	\$3,441.60
Portfolio Earnings	(\$6,752.89)	\$4,729.96

Accrual Earnings by Year



Investment Strategy Outlook

- The vaccine rollout, accommodative monetary policy, and the new \$1.9 trillion of fiscal stimulus all point to continued improvement in U.S. economic fundamentals. GDP projections for 2021 have been revised up several times, with current forecasts pointing to growth of 6% or more this year. That optimism, however, has also translated into increased inflation expectations, particularly in the near term, which is likely to continue to put upward pressure on longer-term rates.
- Our outlook for major investment-grade sectors includes the following:
 - Agencies: There is limited room for further spread tightening from current levels. With spreads likely to remain near zero over the coming quarter, the sector offers very little pickup compared to Treasuries.

*Holdings &
Transactions*

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
1/4/21	1/4/21	0	MONEY0002	MONEY MARKET FUND			6.22		
1/10/21	1/10/21	2,500,000	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/23	3,125.00		
1/25/21	1/25/21	1,100,000	3137EAET2	FREDDIE MAC NOTES	0.12%	7/25/22	695.14		
2/1/21	2/1/21	0	MONEY0002	MONEY MARKET FUND			6.23		
2/24/21	2/24/21	1,000,000	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	1,270.83		
3/1/21	3/1/21	0	MONEY0002	MONEY MARKET FUND			5.71		
3/23/21	3/23/21	285,000	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/25	528.44		
Total INTEREST		4,885,000					5,637.57		

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 07/23/2020 0.125% 07/25/2022	3137EAET2	805,000.00	AA+	Aaa	7/21/2020	7/23/2020	803,180.70	0.24	184.48	803,807.02	804,985.51
FREDDIE MAC NOTES DTD 07/23/2020 0.125% 07/25/2022	3137EAET2	295,000.00	AA+	Aaa	7/22/2020	7/23/2020	294,420.92	0.22	67.60	294,620.28	294,994.69
FFCB NOTES DTD 11/23/2020 0.125% 11/23/2022	3133EMGX4	2,000,000.00	AA+	Aaa	11/16/2020	11/23/2020	1,996,180.00	0.22	888.89	1,996,855.04	1,998,970.00
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	2,500,000.00	AA+	Aaa	7/9/2020	7/10/2020	2,495,350.00	0.31	1,406.25	2,496,475.34	2,500,540.00
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,000,000.00	AA+	Aaa	8/25/2020	8/26/2020	998,810.00	0.29	256.94	999,047.35	999,989.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	9/23/2020	9/25/2020	284,142.15	0.44	23.75	284,230.57	279,935.27
Security Type Sub-Total		6,885,000.00					6,872,083.77	0.27	2,827.91	6,875,035.60	6,879,414.47
Managed Account Sub Total		6,885,000.00					6,872,083.77	0.27	2,827.91	6,875,035.60	6,879,414.47
Securities Sub-Total		\$6,885,000.00					\$6,872,083.77	0.28%	\$2,827.91	\$6,875,035.60	\$6,879,414.47
Accrued Interest											\$2,827.91
Total Investments											\$6,882,242.38

Bolded items are forward settling trades.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 5.1

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

RECOMMENDED ACTION

Conduct a public hearing on the resolution adopting Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process; approve the resolution adopting Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) and the Self Certification.

BACKGROUND AND DISCUSSION

RTC staff is proposing Amendment No. 1 to the RTIP to incorporate several projects that recently received funding through the RTC's Enhanced Mobility of Seniors & Individuals with Disabilities, Federal Transit Administration's Section 5310 Program. Projects funded through this program are included in the RTC's Coordinated Human Services Public Transportation Plan (CTP), a federally required document that guides the use of Section 5310 funds. The following projects were approved for Section 5310 funding by the RTC Board on June 18, 2021:

- (1) Volunteers of America (Capital/Operating) – \$194,153
- (2) Access to Healthcare Network (Capital/Operating) – \$536,528
- (3) Senior Outreach Services (Capital/Operating) – \$101,800
- (4) Neighbor Network of Northern Nevada (N4) (Capital/Operating) – \$373,424

In addition, the amendment will incorporate some scheduling changes and minor funding updates to some existing capital projects already included in the RTIP. One of these changes includes a \$7 million increase to the Oddie Blvd/Wells Ave Corridor project as a result of the bid price received over the cost estimate. Fortunately, the bulk of the increase is offset by a cost revision to the proposed Vassar Street Multimodal Improvements project. This change was made to be consistent with the 2050 Regional Transportation Plan (RTP), which split the previous project scope into two separate projects. In addition, the funding for the Bicycle, Pedestrian, and ADA Improvement program was eliminated for FFY 2023 only, which also accommodates the Oddie Blvd/Wells Ave Corridor project cost increase.

An air quality analysis for the proposed amendment was not required as the new 5310 transit projects are exempt from transportation conformity requirements. The table below identifies all of the proposed changes to the projects subject to the amendment and the complete project listing is attached (Attachment C).

ID #	PROJECT TITLE	CHANGE REASON
WA20150053	Board of Regents, Senior Outreach Services (SOS) - Sanford Center for Aging Transportation Services	Continuation of project
WA20180051	Neighbor Network of Northern Nevada (N4) - N4 Connect	Continuation of project
WA20150032	Access to Healthcare Network - Non-Emergency Medical Related Transportation Direct Services	Continuation of project
WA20210040	Volunteers of America-Northern California/Northern Nevada Transportation Service for CARES Shelter	New project
WA20170135	Oddie Blvd/Wells Ave Corridor Package 2	Updated project cost based on contract
WA20110314	Bicycle, Pedestrian, and ADA Improvements	Removed funding for FFY 2023
WA20190039	Mill Street Bicycle and Pedestrian Improvements	Schedule update
WA20210010	5th Street Multimodal Improvements	Schedule update
WA20170123	Center Street Multimodal Improvements	Schedule update
WA20210009	3rd Street Bicycle Facility	Schedule update
WA20170128	Vine Street Bike Facility	Schedule update
WA20170126	Vassar Street Multimodal Improvements	Schedule update
WA20150067	SouthEast Connector - Wetlands	Corrected annual cost
WA20190037	Lemmon Drive Widening Segment 1	Increased project cost by \$1M to match updated estimate
WA20150065	Sparks Boulevard Corridor - Phase 1	Updated project limits
WA20190041	Sparks Boulevard Corridor - Phase 2	Updated project limits
WA20210021	Pyramid Way Lane Addition - Design	Schedule update
WA20210006	Pembroke Drive Widening	Schedule update
WA20190040	SR 445, PYRAMID HIGHWAY, PHASE 1 - WIDENING, MULTIMODAL IMPROVEMENTS	Updated project title and scope description
WA20200026	TE Spot Improvement 10	Project deleted, already included in Traffic Mangement Program
WA20210020	SR 445, INSTALL A SIGNAL SYSTEM	New project
WA20170130	Highland Avenue Railroad Crossing	Update project manager
WA20170132	Silver Lake Drive Railroad Crossing	Update project manager
WA20200073	SR 445, PYRAMID WAY - 3R AND ADA	Updated project title and scope description

As the Metropolitan Planning Organization (MPO) for the region, the RTC must periodically adopt a self-certification statement. This statement certifies that the RTC is carrying out the metropolitan planning process in accordance with all applicable requirements.

A public comment period preceded this public hearing (July 30-August 19). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal and Sparks Tribune per the RTC Public Participation Plan. No comments have been received to date.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state and local revenue sources.

PREVIOUS BOARD ACTION

June 18, 2021 Approved the 5310 project proposals received under the Enhanced Mobility of Seniors & Individuals with Disabilities

March 19, 2021 Approved the FFY 2021-2025 RTIP

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee met on August 4, 2021, and the Technical Advisory Committee met on August 5, 2021, and both committees recommended approval of the amendment.

ATTACHMENT(S)

- A. Resolution
- B. MPO self-certification
- C. Amendment No. 1 project listing

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 1 TO THE FEDERAL FISCAL YEARS (FFY) 2021-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2021-2025 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 1 to the FFY 2021-2025 RTIP in conformance with the 2050 Regional Transportation Plan (RTP) ; and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2021-2025 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2021-2025 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on August 20, 2021.

Neoma Jardon, Chair
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2021, by _____, Chair of the Regional Transportation Commission.

Notary Public

SAMPLE

**FFY 2021-2025 RTIP
Amendment No. 1**

Regional Transportation Commission of Washoe County
MPO Self Certification and Federal Certification

The Regional Transportation Commission of Washoe County (RTC) certifies that the metropolitan planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR Part 450;
2. Sections 174, 176(c) and 176(d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c), 7506(d)), and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities; and
11. Public notice of public involvement activities and time established for public review and comment on the Regional Transportation Improvement Program will satisfy the Program of Projects requirements of the Section 5307 Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a certification adopted at a legally convened meeting held on August 20, 2021.

Neoma Jardon, Chair
Regional Transportation Commission

Amendment 21-05 RTC Washoe
Transportation Improvement Program Fiscal Year 2021 - 2025

24 Projects Listed

WA20170130 (Ver 6) 21-05 **FEDERAL**

Title: Highland Avenue Railroad Crossing
Description: Install crossing surface improvements and adjustment to crossing signal arms

Project Type: Rail **AQ:** Exempt, Safety - Railroad/highway crossing. **TCM:**No **NDOT:** District 2

County: Washoe **Limits:** Nearest Crossstreet: Highland Avenue

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2024	Local Fund	\$0	\$0	\$150,000	\$0	\$150,000
2024	RAIL	\$0	\$0	\$154,750	\$0	\$154,750
2024	State Match - Nv	\$0	\$0	\$250	\$0	\$250
<2021	Prior	\$28,950	\$0	\$0	\$0	\$28,950
2021-2025 TOTAL		\$0	\$0	\$305,000	\$0	\$305,000
ALL YEARS TOTAL		\$28,950	\$0	\$305,000	\$0	\$333,950

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20170132 (Ver 6) 21-05 **FEDERAL**

Title: Silver Lake Drive Railroad Crossing
Description: Install crossing signal and crossing surface improvements

Project Type: Rail **AQ:** Exempt, Safety - Railroad/hwy crossing warning devices. **TCM:**No **NDOT:** District 2

County: Washoe **Limits:** Nearest Crossstreet: Silver Lake Drive

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2024	Local Fund	\$0	\$0	\$155,000	\$0	\$155,000
2024	RAIL	\$0	\$0	\$254,750	\$0	\$254,750
2024	State Match - Nv	\$0	\$0	\$250	\$0	\$250
<2021	Prior	\$17,000	\$0	\$0	\$0	\$17,000
2021-2025 TOTAL		\$0	\$0	\$410,000	\$0	\$410,000
ALL YEARS TOTAL		\$17,000	\$0	\$410,000	\$0	\$427,000

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20200073 (Ver 2) 21-05							STATE
Title: SR 445, PYRAMID WAY - 3R AND ADA							
Description: 2-3/4 INCH COLDMILL, 2 INCH PBS WITH 3/4 INCH OG AND 10% PATCHING. UPGRADE EXISTING RAMPS, DRIVEWAYS AND SELECT SIDEWALK LOCATIONS TO MEET ADA							
Project Type: Rd Recons/Rehab/Resur			AQ: Exempt, Safety - Pavement resurfacing and/or rehabilitation.			TCM: No	NDOT: District 2
County: Washoe		Limits: From Nugget Avenue to York Way of Distance (mile) 1.38 Milepost begins at 0 ends at 1.38					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2021	State Gas Tax	\$330,000	\$0	\$0	\$0	\$330,000	
2024	State Gas Tax	\$0	\$115,000	\$7,700,000	\$0	\$7,815,000	
2021-2025 TOTAL		\$330,000	\$115,000	\$7,700,000	\$0	\$8,145,000	
ALL YEARS TOTAL		\$330,000	\$115,000	\$7,700,000	\$0	\$8,145,000	
MPO RTC Washoe			Lead Agency Nevada DOT				

WA20210020 (Ver 1) 21-05							STATE
Title: SR 445, INSTALL A SIGNAL SYSTEM							
Description: INSTALL A SIGNAL SYSTEM, AT EGYPTIAN DRIVE/SUNSET SPRINGS LANE; MP WA 8.55 TO MP WA 8.90							
Project Type: Rd Sign/Signal			AQ: Exempt, All Projects - Intersection signalization projects at individual intersections.			TCM: No	NDOT: District 2
County: Washoe		Limits: Primary Crossstreet: EGYPTIAN DRIVE, Secondary Crossstreet: SUNSET SPRINGS LANE					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2021	State Gas Tax	\$175,000	\$0	\$0	\$0	\$175,000	
2022	State Gas Tax	\$0	\$25,000	\$2,750,000	\$0	\$2,775,000	
2021-2025 TOTAL		\$175,000	\$25,000	\$2,750,000	\$0	\$2,950,000	
ALL YEARS TOTAL		\$175,000	\$25,000	\$2,750,000	\$0	\$2,950,000	
MPO RTC Washoe			Lead Agency Nevada DOT				

WA20110314 (Ver 10) 21-05

FEDERAL

Title: Bicycle, Pedestrian, and ADA Improvements

Description: Implementation of prioritized bus stop improvements, bicycle and pedestrian projects from the Bicycle-Pedestrian Master Plan and ADA improvement projects from the ADA Transition Plan - Annual Program

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: Various Locations

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$0	\$0	\$3,000,000	\$0	\$3,000,000
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$3,000,000	\$0	\$3,000,000
2023	Local Fuel Tax - RTCWA	\$0	\$0	\$0	\$0	\$0
2024	Local Fuel Tax - RTCWA	\$0	\$0	\$3,000,000	\$0	\$3,000,000
2025	Local Fuel Tax - RTCWA	\$0	\$0	\$3,000,000	\$0	\$3,000,000
<2021	Prior	\$400,000	\$0	\$7,600,000	\$0	\$8,000,000
2021-2025 TOTAL		\$0	\$0	\$12,000,000	\$0	\$12,000,000
ALL YEARS TOTAL		\$400,000	\$0	\$19,600,000	\$0	\$20,000,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170123 (Ver 7) 21-05

LOCAL

Title: Center Street Multimodal Improvements

Description: Construct two-way cycle track on the west side of Center Street and spot sidewalk improvements.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: From S. Virginia Street to I-80 of Distance (mile) 1.4

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	Local Fuel Tax - RTCWA	\$0	\$0	\$10,000,000	\$0	\$10,000,000
<2021	Prior	\$1,080,000	\$0	\$0	\$0	\$1,080,000
2021-2025 TOTAL		\$0	\$0	\$10,000,000	\$0	\$10,000,000
ALL YEARS TOTAL		\$1,080,000	\$0	\$10,000,000	\$0	\$11,080,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170126 (Ver 6) 21-05 **LOCAL**

Title: Vassar Street Multimodal Improvements

Description: Bicycle and sidewalk improvements.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: From Kietzke Lane to Terminal Way of Distance (mile) .45

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	Local Fuel Tax - RTCWA	\$121,900	\$0	\$0	\$0	\$121,900
2023	Local Fuel Tax - RTCWA	\$0	\$0	\$1,097,100	\$0	\$1,097,100
2021-2025 TOTAL		\$121,900	\$0	\$1,097,100	\$0	\$1,219,000
ALL YEARS TOTAL		\$121,900	\$0	\$1,097,100	\$0	\$1,219,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170128 (Ver 6) 21-05 **LOCAL**

Title: Vine Street Bike Facility

Description: Roadway reconfiguration and bicycle facilities.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: From Riverside Drive to University Terrace of Distance (mile) 0.85

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	Local Fuel Tax - RTCWA	\$1,130,000	\$0	\$0	\$0	\$1,130,000
2024	Local Fuel Tax - RTCWA	\$0	\$0	\$10,170,000	\$0	\$10,170,000
2021-2025 TOTAL		\$1,130,000	\$0	\$10,170,000	\$0	\$11,300,000
ALL YEARS TOTAL		\$1,130,000	\$0	\$10,170,000	\$0	\$11,300,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170135 (Ver 6) 21-05 **LOCAL**

Title: Oddie Blvd/Wells Ave Corridor Package 2

Description: Construct multimodal improvements to include separated pedestrian and bicycle facilities, streetscape amenities, transit improvements and intersection improvements.

Project Type: Bicycle & Pedestrian **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** Yes **NDOT:** District 2

County: Washoe **Limits:** From I-80 to Pyramid Highway of Distance (mile) 3.2

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$0	\$0	\$48,200,000	\$0	\$48,200,000
<2021	Prior	\$3,000,000	\$300,000	\$0	\$0	\$3,300,000
2021-2025 TOTAL		\$0	\$0	\$48,200,000	\$0	\$48,200,000
ALL YEARS TOTAL		\$3,000,000	\$300,000	\$48,200,000	\$0	\$51,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190039 (Ver 4) 21-05 **LOCAL**

Title: Mill Street Bicycle and Pedestrian Improvements

Description: Sidewalk improvements and bike lanes.

Project Type: Bicycle & Pedestrian **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From Terminal Way to McCarran Blvd of Distance (mile) 1.8

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$0	\$300,000	\$0	\$0	\$300,000
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$5,000,000	\$0	\$5,000,000
<2021	Prior	\$250,000	\$0	\$0	\$0	\$250,000
2021-2025 TOTAL		\$0	\$300,000	\$5,000,000	\$0	\$5,300,000
ALL YEARS TOTAL		\$250,000	\$300,000	\$5,000,000	\$0	\$5,550,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20210009 (Ver 2) 21-05 **LOCAL**

Title: 3rd Street Bicycle Facility

Description: Construct bicycle facilities between Vine Street and Evans Street.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Vine Street to Evans Street of Distance (mile) .85

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2024	Local Fuel Tax - RTCWA	\$750,000	\$0	\$0	\$0	\$750,000
2025	Local Fuel Tax - RTCWA	\$0	\$0	\$6,750,000	\$0	\$6,750,000
2021-2025 TOTAL		\$750,000	\$0	\$6,750,000	\$0	\$7,500,000
ALL YEARS TOTAL		\$750,000	\$0	\$6,750,000	\$0	\$7,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20210010 (Ver 2) 21-05 **LOCAL**

Title: 5th Street Multimodal Improvements

Description: Multimodal improvements from Keystone Ave to Evans Ave.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Keystone Ave to Evans Ave of Distance (mile) 1

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	Local Fuel Tax - RTCWA	\$800,000	\$0	\$0	\$0	\$800,000
2024	Local Fuel Tax - RTCWA	\$0	\$0	\$7,200,000	\$0	\$7,200,000
2021-2025 TOTAL		\$800,000	\$0	\$7,200,000	\$0	\$8,000,000
ALL YEARS TOTAL		\$800,000	\$0	\$7,200,000	\$0	\$8,000,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150067 (Ver 7) 21-05							LOCAL
Title: SouthEast Connector - Wetlands							
Description: Annual Maintenance Program for Wetlands within the SouthEast Connector Corridor							
Project Type: Other Misc.		AQ: Exempt, Other - Non construction related activities.				TCM: No NDOT: District 2	
County: Washoe		Limits: Not Location Specific					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2021	Local Fund	\$0	\$0	\$0	\$50,000	\$50,000	
2022	Local Fund	\$0	\$0	\$0	\$50,000	\$50,000	
<2021	Prior	\$0	\$0	\$0	\$250,000	\$250,000	
2021-2025 TOTAL		\$0	\$0	\$0	\$100,000	\$100,000	
ALL YEARS TOTAL		\$0	\$0	\$0	\$350,000	\$350,000	
MPO RTC Washoe				Lead Agency RTC Washoe			

WA20150065 (Ver 7) 21-05							LOCAL
Title: Sparks Boulevard Corridor Phase 1							
Description: Restripe to 3 lanes in each direction with pavement rehabilitation.							
Project Type: Rd Expansion		AQ: Non-Exempt				TCM: No NDOT: District 2	
County: Washoe		Limits: From Greg Street to Lincoln Way of Distance (mile) 0.85					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$6,000,000	\$0	\$6,000,000	
<2021	Prior	\$2,500,000	\$0	\$0	\$0	\$2,500,000	
2021-2025 TOTAL		\$0	\$0	\$6,000,000	\$0	\$6,000,000	
ALL YEARS TOTAL		\$2,500,000	\$0	\$6,000,000	\$0	\$8,500,000	
MPO RTC Washoe				Lead Agency RTC Washoe			

WA20190037 (Ver 5) 21-05 **STATE**

Title: Lemmon Drive Widening Segment 1
Description: Roadway widening from 4 to 6 lanes and interchange reconstruction.

Project Type: Rd Expansion **AQ:** Non-Exempt **TCM:**No **NDOT:** District 2

County: Washoe **Limits:** From US 395 to Military Road of Distance (mile) .9

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Local Fuel Tax - RTCWA	\$2,000,000	\$1,500,000	\$0	\$0	\$3,500,000
2022	Local Fuel Tax - RTCWA	\$0	\$0	\$10,000,000	\$0	\$10,000,000
2022	State Gas Tax	\$0	\$0	\$10,000,000	\$0	\$10,000,000
2021-2025 TOTAL		\$2,000,000	\$1,500,000	\$20,000,000	\$0	\$23,500,000
ALL YEARS TOTAL		\$2,000,000	\$1,500,000	\$20,000,000	\$0	\$23,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190040 (Ver 7) 21-05 **FEDERAL**

Title: SR 445, PYRAMID HIGHWAY, PHASE 1 - WIDENING, MULTIMODAL IMPROVEMENTS
Description: SR 445, PYRAMID HIGHWAY, FROM QUEEN WAY TO GOLDEN VIEW DRIVE; MP WA 2.00 TO MP WA 4.50. WIDEN EXISTING ROADWAY FROM 4 LANES TO 6 LANES (QUEEN WAY TO LOS ALTOS PKWY) AND MULTIMODAL IMPROVEMENTS (LOS ALTOS PKWY TO GOLDEN VIEW DRIVE)

Project Type: Rd Expansion **AQ:** Non-Exempt **TCM:**No **NDOT:** District 2

County: Washoe **Limits:** From Queen Way to Golden View Drive of Distance (mile) 2.5 Milepost begins at 2 ends at 4.5

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	Hghwy Infra WA	\$0	\$3,965,885	\$0	\$0	\$3,965,885
2021	Local Fund	\$0	\$2,034,115	\$0	\$0	\$2,034,115
2021	STBG WA	\$0	\$0	\$0	\$0	\$0
2022	FHWA Grant	\$0	\$0	\$23,000,000	\$0	\$23,000,000
2022	Local Fund	\$0	\$0	\$12,065,885	\$0	\$12,065,885
2022	STBG WA	\$0	\$0	\$8,034,115	\$0	\$8,034,115
2022	State Match - Nv	\$0	\$0	\$5,000,000	\$0	\$5,000,000
2021-2025 TOTAL		\$0	\$6,000,000	\$48,100,000	\$0	\$54,100,000
ALL YEARS TOTAL		\$0	\$6,000,000	\$48,100,000	\$0	\$54,100,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190041 (Ver 5) 21-05							FEDERAL
Title: Sparks Boulevard Corridor - Phase 2							
Description: Widen roadway from 4 to 6 lanes and construct multimodal improvements.							
Project Type: Rd Expansion			AQ: Non-Exempt		TCM: No NDOT: District 2		
County: Washoe		Limits: From Lincoln Way to Baring Boulevard of Distance (mile) 1.35					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2021	Local Fuel Tax - RTCWA	\$6,000,000	\$0	\$0	\$0	\$6,000,000	
2024	Local Fuel Tax - RTCWA	\$0	\$3,000,000	\$0	\$0	\$3,000,000	
2025	Local Fuel Tax - RTCWA	\$0	\$0	\$35,300,000	\$0	\$35,300,000	
2025	STBG WA	\$0	\$0	\$5,000,000	\$0	\$5,000,000	
2021-2025 TOTAL		\$6,000,000	\$3,000,000	\$40,300,000	\$0	\$49,300,000	
ALL YEARS TOTAL		\$6,000,000	\$3,000,000	\$40,300,000	\$0	\$49,300,000	
MPO RTC Washoe				Lead Agency RTC Washoe			

WA20210006 (Ver 2) 21-05							LOCAL
Title: Pembroke Drive Widening							
Description: Widen roadway from McCarran Blvd to Veterans Pkwy.							
Project Type: Rd Expansion			AQ: Non-Exempt		TCM: No NDOT: District 2		
County: Washoe		Limits: From McCarran Blvd to Veterans Pkwy of Distance (mile) 1					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	Local Fuel Tax - RTCWA	\$2,000,000	\$0	\$0	\$0	\$2,000,000	
2021-2025 TOTAL		\$2,000,000	\$0	\$0	\$0	\$2,000,000	
ALL YEARS TOTAL		\$2,000,000	\$0	\$0	\$0	\$2,000,000	
MPO RTC Washoe				Lead Agency RTC Washoe			

WA20210021 (Ver 2) 21-05 **LOCAL**

Title: Pyramid Way Lane Addition - Design

Description: Add southbound lane from Ingenuity Avenue to Egyptian Drive.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Ingenuity Avenue to Egyptian Drive of Distance (mile) 1.82 Milepost begins at 8.85 ends at 10.67

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	Local Fuel Tax - RTCWA	\$1,200,000	\$0	\$0	\$0	\$1,200,000
2025	Local Fuel Tax - RTCWA	\$0	\$300,000	\$0	\$0	\$300,000
2021-2025 TOTAL		\$1,200,000	\$300,000	\$0	\$0	\$1,500,000
ALL YEARS TOTAL		\$1,200,000	\$300,000	\$0	\$0	\$1,500,000

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20200026 (Ver 4) 21-05 **LOCAL**

Title: TE Spot Improvement 10

Description: Intersection and traffic signal improvements at various intersections.

Project Type: Rd Interchange/ Intersec

AQ: Exempt, All Projects - Intersection signalization projects at individual intersections.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Various Locations

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
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MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150032 (Ver 9) 21-05

FEDERAL

Title: Access to Healthcare Network - Non-Emergency Medical Related Transportation Direct Services

Description: Capital for the purchase of three 12-passenger vans and to continue the dispatch Transportation Hotline serving over 9,000 low-income individuals annually; plus direct operating costs associated with the vans to provide a projected 14,391 non-emergency medical related transportation trips annually.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	FTA 5310 Elderly/Disabled Lrg Urb Admin	\$0	\$0	\$0	\$7,034	\$7,034
2021	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$42,218	\$42,218
2021	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$44,185	\$44,185
2021	Local Fund	\$0	\$0	\$0	\$54,740	\$54,740
2022	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$224,052	\$224,052
2022	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$36,329	\$36,329
2022	HIP-CRRSAA 2021 Washoe	\$0	\$0	\$0	\$66,562	\$66,562
2023	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$100,944	\$100,944
2023	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$108,641	\$108,641
<2021	Prior	\$0	\$0	\$0	\$852,857	\$852,857
2021-2025 TOTAL		\$0	\$0	\$0	\$684,705	\$684,705
ALL YEARS TOTAL		\$0	\$0	\$0	\$1,537,562	\$1,537,562

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150053 (Ver 9) 21-05

FEDERAL

Title: Board of Regents, Senior Outreach Services (SOS) - Sanford Center for Aging Transportation Services

Description: Provides transportation for adults over 60 years old who are frail, homebound and low-income residents of Washoe County with limited access to other transportation options. Transportation will be provided by trained volunteers and a paid driver expanding the use of a currently owned vehicle. An estimated 4,800 trips are projected to be provided annually.

Project Type: Transit - Other **AQ:** Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	FTA 5310 Elderly/Disabled Lrg Urb Admin	\$0	\$0	\$0	\$7,035	\$7,035
2021	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$25,000	\$25,000
2021	Local Fund	\$0	\$0	\$0	\$25,000	\$25,000
2022	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$15,522	\$15,522
2022	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$32,123	\$32,123
2023	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$15,521	\$15,521
2023	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$38,634	\$38,634
<2021	Prior	\$0	\$0	\$0	\$189,846	\$189,846
2021-2025 TOTAL		\$0	\$0	\$0	\$158,835	\$158,835
ALL YEARS TOTAL		\$0	\$0	\$0	\$348,681	\$348,681

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180051 (Ver 5) 21-05 **FEDERAL**

Title: Neighbor Network of Northern Nevada (N4) - N4 Connect

Description: Development of a coordinated transit system software intended to incorporate Mobility as a Service (MaaS); User-side subsidy (Capital) to provide approximately 482 vouchers to disabled individuals applied directly to a participant's Lyft account. The N4 Connect project will require extensive mobility management support for work within the project as well as for outreach and the development of Nevada's first statewide transit association. This project will provide an estimated 4,160 trips annually.

Project Type: Transit - Other **AQ:** Exempt, Mass Transit - Transit operating assistance. **TCM:** No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	FTA 5310 Elderly/Disabled Lrg Urb Admin	\$0	\$0	\$0	\$7,034	\$7,034
2021	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$123,549	\$123,549
2021	Local Fund	\$0	\$0	\$0	\$30,887	\$30,887
2022	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$120,450	\$120,450
2022	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$66,262	\$66,262
2023	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$120,450	\$120,450
2023	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$66,262	\$66,262
<2021	Prior	\$0	\$0	\$0	\$118,443	\$118,443
2021-2025 TOTAL		\$0	\$0	\$0	\$534,894	\$534,894
ALL YEARS TOTAL		\$0	\$0	\$0	\$653,337	\$653,337

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20210040 (Ver 1) 21-05

FEDERAL

Title: Volunteers of America-Northern California/Northern Nevada Transportation Service for CARES Shelter

Description: Provide transportation specifically for senior/disabled clients at its new Nevada CARES Campus and Shelter.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2022	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$19,600	\$19,600
2022	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$79,105	\$79,105
2023	FTA 5310 Elderly/Disabled Lrg Urb Capital	\$0	\$0	\$0	\$15,600	\$15,600
2023	FTA 5310 Elderly/Disabled Lrg Urb Operating	\$0	\$0	\$0	\$79,848	\$79,848
2021-2025 TOTAL		\$0	\$0	\$0	\$194,153	\$194,153
ALL YEARS TOTAL		\$0	\$0	\$0	\$194,153	\$194,153

MPO **RTC Washoe**

Lead Agency **RTC Washoe**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 6.1

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of a report regarding the Center Street Cycle Track Project.

SUMMARY

The project includes design and construction of a two-way cycle track on Center Street in Reno that would provide bicycle connectivity between the University of Nevada, Reno, campus and Midtown. This project would require replacement and/or upgrades to the existing traffic signal system along Center Street. Additional project scope includes pavement rehabilitation and construction/reconstruction of sidewalk in some locations.

The RTC's consultant, Headway Transportation, LLC (Headway), completed thirty percent (30%) design earlier this year.

After internal RTC discussions between Planning, Engineering and the Executive team, and with support from City of Reno staff, as part of the process to continue with further design, the RTC is investigating the feasibility of constructing protected bicycle facilities along Virginia Street.

Headway is currently analyzing the traffic operational impacts of implementing protected bicycle facilities along Virginia Street. This potential alternative would provide a direct connection between the existing bicycle facilities on Virginia Street near the University and Reno's Downtown/Midtown area.

BACKGROUND AND DISCUSSION

Prior to this project, the RTC conducted the Bicycle Facilities Alternatives Analysis for Center, Sierra and Virginia Streets to identify bicycle facility options on the main streets in downtown Reno. Under a separate agreement, Headway (formerly Traffic Works) completed an analysis of several alternatives. The alternatives were evaluated based on connectivity, available space within the roadway (curb-to-curb), level of traffic stress (safety), planning level cost estimates, existing roadway capacity, vehicle travel lane and parking impacts, and maintenance factors. As a result of the alternatives analysis, the RTC Planning staff recommended the two-way cycle track on Center Street coupled with a southbound bicycle lane on Sierra Street. The RTC Board approved the staff recommendation on January 18, 2019.

The RTC identified both Center Street and Sierra Street as high priority bicycle projects in the Bicycle & Pedestrian Master Plan and as candidate roadways for complete street design treatments in the Complete Street Master Plan. These projects were also included in the first five years of the 2040 Regional Transportation Plan.

On April 25, 2019, RTC issued a Request for Proposals for interested firms to provide traffic analysis, design and construction management services for the Center Street Cycle Track Project.

RTC selected Headway and on September 20, 2019, entered into an agreement to provide preliminary traffic analysis needed to validate the proposed alternative of a two-way cycle track along Center Street. The original limits of this project were from Mary Street to Ninth Street.

Following the traffic analysis and several meetings with City of Reno representatives, it was determined that the cycle track will not significantly affect the existing traffic capacity along Center Street; however, the southern project limit needed to be adjusted to Moran Street to avoid potential impacts to parking on Center Street, south of Moran. Sidewalk placement and pavement rehabilitation in some locations has been included in the project scope.

Analysis of protected bicycle facilities along Virginia Street is underway utilizing updated 2021 traffic counts.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

PREVIOUS BOARD ACTION

September 18, 2020	Approved PSA (Professional Services Agreement) Amendment No.1 with Headway Transportation, LLC to include final design and additional scope (sidewalk and pavement rehabilitation) to the Professional Services for the Center Street Cycle Track Project.
September 20, 2019	Approved a PSA (Professional Services Agreement) with Headway Transportation, LLC for the Traffic Analysis task of the Engineering Professional Services for the Center Street Cycle Track Project.
March 15, 2019	Authorized the procurement of Engineering Professional Services for the Center Street Cycle Track and Sierra Street Bicycle Lane Project.
January 18, 2019	Approved Bicycle Facility Alternatives Analysis, for Center, Sierra and Virginia Streets Report.
August 17, 2018	Acknowledge receipt of a report on the Bicycle Facility Alternatives Analysis for Center, Sierra and Virginia Streets and provided direction.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 7.1

From: Bill Thomas, Executive Director

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: August 20, 2021

AGENDA ITEM 7.2

From: Bill Thomas, Executive Director

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

ATTACHMENT

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

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
August 20, 2021 Board Meeting
Prepared August 10, 2021

Bipartisan Infrastructure Bill

On August 10, 2021, the Senate voted 69-30 to pass its bipartisan infrastructure bill, the Infrastructure Investments and Jobs Act. This legislation includes several authorizing bills, including a five-year authorization for the federal highway and transit programs.

The bill now moves to the House for consideration, where it will be deliberated alongside the budget resolution with reconciliation instructions. The House, currently in recess, is anticipated to return August 23rd to take up the Senate-passed budget resolution.

The Senate infrastructure legislation provides nearly \$1 trillion in total spending over five years; of which, \$550 billion is in new federal investments. This includes over \$180 billion in supplemental appropriations to the U.S. DOT, of which, \$40.4 billion is above current FAST Act baseline spending. An unofficial formula run for the transit program indicates Nevada would receive a total of \$461.56 million over the five-year period.

Program funding in the bill includes, but is not limited to:

- Urbanized Area Formula - \$33.54 billion
- State of Good Repair - \$23.15 billion
- Bus and Bus Facilities Formula - \$3.16 billion
- Bus and Bus Facilities Discretionary - \$7.6 billion
- Low or No Emission Vehicle Grant Program- \$5.625 billion
- Capital Investment Grant Program - \$24 billion
- RAISE (BUILD/TIGER) - \$7.5 billion
- Reconnecting Communities - \$1 billion
- EV Charging Infrastructure formula - \$5 billion
- Bridge Investment Grant Program - \$40 billion
- Charging and Fueling Infrastructure Grants - \$7.5 billion
- Congestion Relief Program - \$250 million
- Nationally Significant Freight and Highway Projects (INFRA) - \$8 billion
- Surface Transportation Block Grant Program - \$72 billion
- Congestion Mitigation and Air Quality Improvement Program - \$13.2 billion
- Promoting Resilient Operations for Transformative, Efficient and Cost-saving Transportation (PROTECT) Grant Program - \$1.4 billion discretionary/\$7.3 billion formula
- Strengthening Mobility and Revolutionizing Transportation Grant Program - \$500 million
- Safe Streets and Roads for All Grant Program - \$5 billion

Budget Reconciliation

Senate Democrats have passed a \$3.5 trillion budget resolution with reconciliation instructions. Reconciliation is a process that directs committees to, among other things, report legislation that changes spending or generates revenues in accordance with reconciliation instructions issued by the Budget Committees. The process also affords the opportunity for the Senate to pass the reconciliation legislation without a filibuster and by a simple majority, compared to 60 votes.

An August 9, 2021, memorandum issued to Democratic Senators on the FY 2022 Budget Resolution Agreement Framework provides instructions of \$332 billion to the Senate Committee on Banking, Housing, and Urban Affairs, as well as \$67 billion to the Senate Committee on Environment and Public Works – addressing “...investments in CDBG, zoning, land use, and transit improvements...,” as well as “[i]nvestments in clean vehicles.” The reconciliations instructions also direct the Senate Committee on Finance to advance “[c]lean energy, manufacturing, and transportation tax incentives.”

With respect to mandatory spending, the reconciliation bill would result in approximately \$41 billion in additional transportation funding (above baseline and not counting the bipartisan infrastructure bill funding). It remains to be seen how this \$41 billion will be distributed, in light of the President’s assurance to Senators that the reconciliation bill will not direct spending on physical infrastructure addressed (or purposefully not addressed) in the Senate bipartisan Infrastructure Investments and Jobs Act.

House Speaker Pelosi is maintaining the position of taking up the Senate-passed infrastructure bill only if the House is also provided a Senate-passed \$3.5 trillion budget reconciliation bill. While House progressives endorse this political tactic, moderates urge an immediate vote on the Senate infrastructure bill.

House FY 2022 Appropriations

The House Appropriations Committee passed its FY 2022 Transportation-HUD appropriations bill. The bill provides \$84.1 billion in funding, with an additional \$1.9 billion for U.S. DOT over FY 2021 levels, and \$1.4 billion above the Administration’s budget request to Congress. The Senate has yet to act on its Transportation-HUD appropriations bill.

Funding for the Federal Transit Administration includes but is not limited to:

- \$1.2 billion - RAISE grants (formerly BUILD/TIGER)
- \$2.47 billion - Capital Investment Grant program
- \$464 million - Formula Bus and Bus Facilities (no increase from authorized levels)
- \$492 million - Discretionary Bus and Bus Facilities
- \$295 million - Low or No Emission Vehicle grants
- \$5 million - Zero-emission fleet transition planning grants
- \$25 million - Innovative mobility solutions demonstration and deployments
- \$50 million - Integrated smart mobility grants for planning and capital projects
- \$30 million - Climate resilience and adaptation grants

Funding for the Federal Highway Administration includes but is not limited to:

- \$12.1 billion - Surface Transportation Block Grant program
- \$2.5 billion - Congestion Mitigation and Air Quality Improvement program
- \$1 billion - Infrastructure for Rebuilding America grant program
- \$15 million - Grants to develop and expand the capacity to use and deploy Advanced Digital Construction Management Systems
- \$12 million - Regional infrastructure accelerator demonstration program
- \$145 million - Nationally significant federal lands and tribal projects program

If the House and Senate are unable to come to an agreement on the FY 2022 Transportation appropriations legislation by the beginning of the new fiscal year on October 1st, Congress could look to passing a continuing resolution to maintain funding for the transportation programs.



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MEETING DATE: August 20, 2021

AGENDA ITEM 7.3

From: Kristina Swallow, Director NDOT

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