



LOCATION:

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

DATE Sept. 17, 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: dthompson@rtcwashoe.com.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the August 20, 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 contract with CA Group, Inc., to provide design services and optional engineering during construction for the Reno Consolidated 23-01 project in an amount not-to-exceed \$380,870 *(For Possible Action)*
- 4.8 Approve a contract with Nichols Consulting Engineers, CHTD, to provide design services and optional engineering during construction for the Arrowcreek Rehabilitation project in an amount not-to-exceed \$429,716 *(For Possible Action)*
- 4.9 Authorize a request for proposals for the Intelligent Transportation Systems Strategic Master Plan (ITS SMP) *(For Possible Action)*

Public Transportation/Operations Department

- 4.10 Approve lease agreements with Greyhound Lines, Inc., and My Ride to Work for the continued lease of office and bus bay space at Centennial Plaza *(For Possible Action)*
- 4.11 Approve the Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin *(For Possible Action)*
- 4.12 Approve the agreement with SI Legacy Floor Finishing, Inc., for the resurfacing of the shop maintenance floors in Building B of the Jerry L. Hall Regional Transit Operations and Maintenance facility for a not-to-exceed amount of \$109,207 *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Authorize staff to present the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and the RRIF Capital Improvement Plan (CIP) to the planning commission acting as the capital improvements advisory committee and governing body of each participating local government for adoption *(For Possible Action)*
- 5.2 Set Executive Director's Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) *(For Possible Action)*
- 5.3 Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) *(For Possible Action)*

6. METROPOLITAN PLANNING ORGANIZATION (MPO) ITEMS

- 6.1 Approve the final report of the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study *(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

9:01 A.M.

August 20, 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
Bob Lucey, Washoe County Commissioner – Via telephone @ 9:33 a.m.**

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

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

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. Chris Fuqua, representing Teamsters Local 533, would like the RTC to bring the RIDE coach operators and related staff in-house. He believes Keolis has been disingenuous and they do not negotiate in good faith.

Ms. Debbie Calkins, representing Teamsters Local 533, wants RTC to hold their contractor accountable and says that Keolis has been lying about negotiating in good faith.

Ms. Janice Robbison, local resident, believes that Keolis does not care about passengers who ride the bus because buses do not show up as scheduled and leave people stranded without a ride, especially seniors and disabled passengers.

Mr. John Gerhauser, local resident, says that Keolis creates a hostile work environment and wants to wear everyone down. They also provide insufficient training for new drivers.

Pastor Lavon Reid, local resident, would like RTC to hold Keolis accountable for their actions when drivers are on strike and buses do not show up. She said she passed out while waiting for bus 2, which did not show up, and had to be taken to the hospital.

Ms. Amanda Nelson, local resident, would like RTC to hold Keolis accountable for their actions. They run drivers into the ground and do not provide break times, etc. The drivers get stressed and quit.

Mr. John Locke, local resident, said that Keolis parks more buses than previous contractors ever did and it causes missed trips and a poor work environment. He wants the Board to hold them accountable.

Mr. Carlos Elizondo, local resident, said that all the buses say, “out of service” and it is costing him \$50 per day to get to and from work because of the strike. This is very difficult with the current cost of living.

Mr. Ky Plaskon, representing Truckee Meadows Bicycle Alliance, commented that a shared vision for bringing people into the downtown corridor via safer bicycle access on Center Street has been agreed upon and studied for years. Now, the ROW wants the bike lanes to go in front of their casinos, but what happens when Virginia street is shut down for events? Where do the bicyclists go then? He would like the RTC to lift the pause on the Center Street project.

Mr. Gary Watson, representing Teamsters Local 533, said that the meeting minutes for July reflected that the drivers who spoke at that time were not talking about a strike as the record reflects because the strike had not yet occurred. Rather, they were speaking about the incompetence of Keolis’ management practices.

Mr. Watson would also like RTC management to be held accountable for the poor management of Keolis.

Written comments were submitted by the 4:00 p.m. Aug. 19th deadline as follow (verbatim):

Mr. Michael Gawthrop, local resident: Hello, I'm reaching out to the board as a regular transit user to implore you to either revise or cancel your contract with Keolis. Keolis has been operating without any form of accountability for far too long now. From what I've heard from drivers, there are no consequences to Keolis if they have late or canceled bus service. Now it has been announced that we are facing even more service cuts due to Keolis mismanagement. This on top of their attempts to remove healthcare coverage for the drivers (among so many other valid driver complaints) resulting in a nearly two week strike.

It is long past time to stop giving this private corporation what appears to be no strings attached taxpayer funds for what can be charitably described as subpar service. It is time to do what is right for the taxpayers and transit users in the region and either negotiate a better contract with Keolis to hold them accountable or to find a different contractor that can be held accountable.

Mr. Colin Loretz, local resident: Hello, my name is Colin Loretz and I represent myself as a Reno resident living in Midtown along Center Street and an owner of Reno Collective, a coworking space that has been in Reno for over 10 years.

This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Tim Bardsley, local resident: Hello, my name is Tim Bardsley. I live in West University, and I prefer getting around town by bike to car. I think more would also like to do this, but do not feel safe on Reno's roads and I don't blame them.

This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Samuel Spivey, local resident: Hello, my name is Sam Spivey. This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Brian Pass, local resident: Hello, my name is Brian Passalacqua. I represent the Truckee Meadows Bicycle Alliance and UNR Family Medicine Department. This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Ms. Ruth Ebens, local resident: I am writing in regard to item 4.8 on the agenda. I strongly support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should NOT be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Nico Aguilera, local resident: Hello, my name is Nico Aguilera, I have lived in Reno for 19 years.

This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change.

The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger.

RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Ms. Rebecca Morman, local resident: Hello, my name is Rebecca Morman. I represent myself as a cyclist and member of our community. This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Thomas Pniewski, local resident: Hello, my name is Thomas Pniewski. I am a recreational and commuter cyclist, here in Midtown. This is regarding Item 4.8 on the agenda. I support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change.

The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street.

When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger.

RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Ms. Jessica Brown, local resident: My name is Jessica Brown, and I am a resident of Washoe County within the influence of the city of Reno. This is regarding Item 4.8 on the agenda for the 20 August 2021 meeting.

Although I fully support studying downtown mobility, the Center Street Cycletrack is already a well-studied and critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. On a deeply personal level, I now only rarely commute by bike from my home in the old SW to my office next to UNR because it is dangerous and impractical to cycle across the freeway on either Sierra, Virginia, or Center streets. I really miss biking to work, but I cannot risk having the very real possibility of not being around for my 5 and 3 year-old children just because it is so unsafe to bike through that region.

The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia Street is not a viable cycling alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Dan Lazzareschi, local resident: I oppose delaying construction of the Center Street cycle track for further study. The project has been studied, debated and approved. It needs to be built. As a parent, resident, university alum and sometimes bicycle commuter it is clear that safe connectivity for bicycle traffic is the main hurdle to increase use of this safe and healthy form of transportation. RTC needs to speed up installing protected cycle connectivity, not slow it down. The Center Street track will provide critical connectivity between the university, downtown and the river bike corridor. Please build it ASAP.

Mr. Thomas Albright, local resident: I am writing to support the expedited completion of the Center Street Cycle Track. I am a Geography professor at UNR and have long involved in transportation and sustainability issues. Plus, my family and I ride our bikes in Reno many times per week for transportation and recreation. Reno has great potential for cycling, as recognized by the League of American Bicyclists, but the downtown area is a glaring weak point for cyclists. This is particularly true for less experienced and less confident riders. I believe the Center Street Cycle Track is the most important single option for improving the downtown access problem. I do not think Virginia street would be as successful, so I urge you to expedite the implementation of the Center Street option as soon as possible (ie. lift any pauses and resume work).

Ms. Mishelle Bradford, local resident: My name is Mishelle Bradford. I am an avid cyclist and I commute at times by bicycle. This is regarding Item 4.8 on the agenda. I support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months- or year-long delays on a flagship

mobility project. We already know through studies that Virginia Street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Ms. Valerie Leggett, local resident: Hi, I want to support fast tracking the Center Street Cycletrack project. This is the kind of project that should be prioritized for Reno: transportation infrastructure that makes Reno a more bicycle friendly city. Making it easy to use a bike for transportation to downtown encourages less driving, is more equitable, is better for the climate and makes the city more fun and enjoyable. It would be a shame to delay a project that has already been studied and planned. I really hope that Cycletracks could be added throughout the city. I live in South Reno and would love a protected cycle track to get downtown.

Mr. Patrick Smith, local resident: Dear Commission members, I'm writing to express my concern in regard to the proposed study described by item 4.8 on the August 20th, 2021 agenda [linked here](#). Specifically with the conflict it poses to completion of the Center Street Cycletrack. While the Cycletrack project has been a grassroots effort going on for many years in order to address immediate needs in the downtown area, this study appears to be no more than a veiled effort by certain downtown property holders to delay non-car mobility improvements that are likely to result in those property owners' clients being more able to patronize businesses other than theirs.

To vote in support of this 'study' tells the multitude of residents, who have taken the time to sheppard the Cycletrack through a system unfriendly to grassroots efforts, that the only numbers that matter are the size of your downtown footprint and your wallet.

Please dispense with the delays and misdirections. Make the Center Street Cycletrack a priority.

Ms. Genevieve Parker, local resident: My name is Genevieve Parker. I'm a Reno cycling advocate, and I was a Reno Bike Project staff & Truckee Meadows Bicycle Alliance committee member from 2014-19 in addition to sitting on the RTC Citizens Multimodal Advisory Committee (formerly Bicycle/Pedestrian Advisory Committee) from 2016-19.

This is regarding Item 4.8 on the agenda. I am adding my voice in support of the Center Street Cycletrack, which is a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or years-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Michael Marcum, local resident: Hello, my name is Mike Marcum. I represent myself and my family along with 3000 OHV users here as President of the Reno Area Dirt Riders, A 501c7.

www.RenoAreaDirtRiders.com While we are about OHV use, many us of eMTB and ride as well. I moved here to race MTB and We have a lot of great cycling in the area we should promote more.

This is regarding Item 4.8 on the agenda. I am in support of making Reno Cycle Friendly and promoting it to locals and tourists as well. Adventure Tourism is something we can use to keep the downtown vibrant despite changes in gaming tourism. Cycling is not just for the young and fit, it is for everyone and we can use this project to our mutual benefit.

We support studying downtown mobility and the Center Street Cycle track is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycle track because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

Mr. Galen Carrico, local resident: Hello, my name is Galen Carrico and I represent the voices of bicycle commuters as a lifetime resident who was born and raised in Reno. Reno is becoming a much better area for those seeking to explore downtown Reno and/or commute on the bicycle paths. Bicycle travel allows one to explore the city in an intimate way that does not cost \$4/gallon for gas.

This is regarding Item 4.8 on the agenda. We support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change, which we have seen the effects of most recently with drought, hot temperatures and the wildfires and smoke that have blanketed the area more frequently each summer (and fall).

The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion. Put the people and our safety before the interests of the casinos.

Ms. Kelsey McCutcheon Fitzgerald, local resident: Dear RTC Board Members, I am writing to voice my support for moving ahead immediately with the Center Street Cycletrack Project, item 4.8 on this evening's meeting agenda.

I am a Reno resident, mother of 2, and bicyclist who rarely bikes downtown because of safety concerns in traffic. I am also extremely concerned about the mounting climate crisis, determined to bike more places more often, and see bike-friendly infrastructure in cities as an absolutely essential step in reducing our reliance on fossil fuels.

Although it would be great to have a bike path on Virginia Street in addition to Center Street, Virginia Street is often closed for special events so not a good substitute for the Center Street Cycletrack. Please move forward on the Center Street Cycletrack without delay and put in place this critical piece of infrastructure to support safe bikeways in Reno.

Ms. Nicole Palatinus, local resident: Hello, my name is Nicole Palatinus. This is regarding Item 4.8 on the agenda. I support studying downtown mobility and the Center Street Cycletrack is already a critical component of a safe and vibrant vision of downtown. It will bring economic development, eliminate parking problems, and combat climate change. The RTC should not be putting months or year-long delays on a flagship mobility project. We already know through studies that Virginia street is not a viable alternative to Center Street. When you close Virginia Street for special events, bicyclists and other users will be forced onto unsafe side streets, putting lives in danger. RTC should immediately lift the pause on the Center Street Cycletrack because it is a critical piece of our downtown vision that has been thoroughly studied and is already in motion.

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

Item 3 APPROVAL OF AGENDA

Executive Director Thomas stated for the record that two staff reports (4.8 and 4.11) in the packet reflected the incorrect meeting date but nothing of substance was affected and the agenda was posted correctly.

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

Item 4.1 thru 4.16 CONSENT ITEMS

Chair Jardon opened the meeting to public input and called on Ms. Jessica Adams.

Ms. Jessica Adams, representing Washoe County COVID-19 Green Recovery, is in full support of the Center Street Cycle Track project but not in support of further studies which will delay their objectives.

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

Chair Jardon requested to pull Item 4.8 for a brief discussion.

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*) *****Item Pulled for discussion*****

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*)

On motion of Vice Chair Lawson, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that Consent Items 4.1 through 4.16 be approved, with the exception of Item 4.8 which was pulled for discussion.

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*) (*Under discussion*)

Chair Jardon asked for an explanation of what Item 4.8 is about and what it will do.

Deputy Exec. Director Amy Cummings addressed the Board to explain that this was a concept that came out of the Regional Transportation Plan. The Downtown Circulation Study was done and some of the comments coming out of that study expressed a desire to have a more focused look at Virginia Street, and downtown itself, to see how they may compliment some of the other investments made in the downtown region. This is an effort to get at the challenging issues with placemaking and the use of public spaces and how to activate that downtown space.

The City of Reno is taking the lead on this project and the RTC is providing some funding for the study.

The Chair asked when the study will begin and how long will it take.

Ms. Cummings said that it should begin this fall, with completion in approximately six months.

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that Consent Item 4.8 be approved.

Item 5.1 thru 5.3 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**

Chair Jardon opened the public hearing and asked if proper notice was given and was public comment received.

The clerk responded that proper notice was given and there was no public comment received.

Mr. Dan Doenges, RTC Planning Manager, addressed the Board to explain the purpose for this first amendment, which is to incorporate the recent award of 5310 funding to local providers through RTC's programs that offer transportation services for people with disabilities or senior services needs. Staff generally reaches out to NDOT to see if they have any projects to be included in the amendment and, in this case, there is a traffic signal at Pyramid and Egyptian Way. There are also some administrative adjustments to be made.

Mr. Doenges added that the Oddie Wells project came in higher than projected, so funding was taken from the Vassar Street project and by depleting the funds for the FY 2023 Bicycle and ADA Improvement program to accommodate the overages.

Commissioner Hartung said a third lane was discussed that would take the acceleration from what was originally created from the haul road that terminates at Calle de la Plata, for addition to that existing Pyramid Highway acceleration lane to improve capacity and safety.

Mr. Doenges said that portion of the project is already included in the plan.

E.D. Thomas added that this is included in also the agency goals, which are scheduled for the September meeting.

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that the resolution adopting Amendment No. 1 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) and the Self Certification be approved.

Item 6.1 DISCUSSION ITEMS AND PRESENTATIONS

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

Ms. Maria Paz-Fernandez, RTC Project Manager, addressed the Board to provide a presentation update on what has transpired on the Center Street Cycle Track project to date. This project has been in the works for several years and the goals of the project are to increase safety, connectivity and accessibility. The purpose is to solve the problem of the gap in the core cycling network in downtown Reno. There is currently a project approved by the RTC and the City of Reno which involves a 2-way Cycletrack on Center Street that is currently at 30% of design. There were some areas of concern that came out of the current design plans.

A Downtown Circulation Study was included in the 2050 RTP, which included improved bike connectivity in downtown. Public comments received also requested additional transportation improvements on Virginia Street.

Earlier in the meeting, an interlocal agreement was approved between RTC and the City of Reno for the Downtown Virginia Street Placemaking Study, which will guide future steps of both Center Street and Virginia Street.

E.D. Thomas clarified for the record that the Virginia Street Study is not meant to replace the Center Street Cycletrack project.

Chair Jardon added that the study is to look at what impacts to public events, traffic and businesses that a bicycle lane or track might have before ultimately deciding which route would create the most benefit with the least impact.

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

Item 7.1 thru 7.3 REPORTS

Item 7.1 RTC Executive Director Report

E.D. Thomas spoke on the following topics:

1. He introduced two new employees: Lolita Davis, Administrative Associate, and Amy Pickens, Procurement and Compliance Analyst.
2. Regular fixed route service began this past Wednesday.

As we all know, the Teamster's strike ended late last week. During the strike Keolis lost some drivers and mechanics who chose to seek employment elsewhere. Loss of employees, particularly given the labor shortages being experienced within our local economy, further impacts both Keolis and MTM workforces and their ability to operate our fixed-route and para-transit services. Keolis is aggressively recruiting new drivers and mechanics to replace those lost thru attrition and as a result of the strike.

We are aware that the federal mediator has offered several dates to the Teamsters and Keolis to meet and restart negotiations on the expired Collective Bargaining Agreement. We are hopeful that both parties will use this opportunity to bargain in good faith to complete a new CBA and get quickly to a place where we can provide some certainty to the passengers who count on our service.

During the strike, E.D. Thomas and Michael Moreno had almost daily conversations with each of the board members to provide updates. Each of them expressed the concerns they had for impacts on our passengers and the drivers.

Unfortunately, as has been explained many times, the RTC is strictly limited in its role when a situation like this occurs. I know this was challenging for each of you as you felt the strong desire to step in to assist but were constrained in what you could say or do. I think it is important for the public to know the truth about the Board's concern, compassion and desire to respond to the strike and the misinformation and outright lies that were being promulgated. He thanked them for their patience and understanding in what was a very troubling situation.

Next, he thanked Mayor Schieve and Doug Thornley again, who worked diligently behind the scenes to bring the parties together to accelerate an end to the work stoppage. He also thanked Reno Sparks Cab Company, Whittlesea Taxi, Yellow Cab, Uber, and MTM Transit for providing critical emergency transportation to our customers.

Last but definitely not least, he thanked our customers for their patience and understanding during this disruption of service.

3. On Tuesday, the Transportation Security Administration (TSA) extended a federal mask mandate for airline, bus and train passengers into next year, extending the requirement for face coverings until Jan. 18, 2022. While a CDC order imposing the transportation requirement has no end date, TSA enforcement rules had been set to expire Sept. 13. We will maintain the notices on our buses and facilities to wear a face masks while riding transit.
4. Pedestrian safety is a top priority for all of us. At the July meeting the Board received a presentation on the Locked Eyes Save Lives campaign. Commissioner Hartung offered a suggestion to use LIDAR technology to enhance safety for pedestrians and drivers. Information was presented to the Vision Zero Task Force. We also consulted with one of our engineers who provided more insight to using LIDAR. LIDAR would be a significant safety tool but the technology is still years away from getting to the point where LIDAR technologies can communicate directly to mobile devices to alert users of any potential conflicts with other modes of transportation.

RTC's LIDAR program with UNR is working with the company Important Technologies and currently testing our deployment with their app on RTC buses. This test is being conducted with the University community on the RAPID Virginia Line, specifically from 4TH STREET STATION to Lawlor Events Center. The testing period is approximately six months. We will provide an update to the Board at the conclusion of the testing to share the results.

5. Don't Drive Arrive! with free transit service to the Best in the West Rib Cook Off, September 1st through the 6th. RTC in partnership with The Nugget is offering free rides on the RAPID Lincoln Line and Route 11 during the Rib Cook Off. This is not a special route created for the event. It is RTC's regular fixed-route service, available to everyone in an effort to attract new riders. 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 in downtown Sparks.

Plan your trip and view route and schedule information at rtcwashoe.com. For the Rib Cook Off event schedule go to NuggetRibCookOff.com.

Vice Chair Lawson added that additional information is also available on the Sparks website.

The Don't Drive Arrive! program is a joint partnership with the City of Reno, City of Sparks and the RTC.

Executive Director Thomas then concluded his report and offered to answer any questions.

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 the bi-partisan infrastructure bill had passed the Senate and has since been forwarded to the House.

Item 7.3 NDOT Director Report

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

She began with safety numbers and said that they are not looking good at all. Statewide, fatalities are up 30% from this time last year, but have not increased in Washoe County.

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

She then concluded her presentation and offered to answer any questions.

Item 8 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

Commissioner Hartung mentioned that a celebration of life will be held for Ron Smith at the Veterans Memorial Plaza in Sparks September 10th at 2:00 p.m.

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.

Ms. Laurie Rodriguez, local resident, discussed the draft One Nevada Transportation Plan mentioned in Director Swallow's update. She commented that once again, Clark County is receiving the majority of the funds (60%) due to their population size; however, Reno is rapidly growing and more miles per person are driven in Reno because people are driving in from California on a continuous basis for shopping, work, etc. Ms. Rodriguez would like NDOT to reconsider the allocation and increase the Washoe County allocation by 5%, even if not this year, then sometime in the future.

Mr. Ross Kinsing, representing Teamsters, Local 533, expressed his frustration at the board members physical reactions when anyone speaks about Keolis and/or the drivers. He also believes Keolis has been a "bad actor," the drivers feel neglected and it's the passengers who are suffering. The Teamsters currently have 45 pending arbitrations with Keolis, over 40 National Labor Relations cases and three federal lawsuits against Keolis.

Pastor Lavon Reid, local resident, spoke again about the RTC's need to hold Keolis accountable and said that according to the Mayor, RTC can step in and get rid of Keolis. Pastor Reid went on to say that the drivers are not even given bathroom breaks and that disgruntled passengers harass the bus drivers.

Mr. Carlos Elizondo, local resident, said that the electric buses have too many problems because they run out of charge and there are not enough chargers. He also wants the RTC to make safety a priority.

Ms. Debbie Calkins, representing Teamsters, Local 533, said that even though Mr. Thomas keeps saying that the RTC must legally stay out of the negotiation process, he isn't. He's had MTM drivers leave their passengers to help Keolis and offered Uber vouchers and taxi rides. Ms. Calkins believes the RTC has been derelict in their responsibilities and that Mr. Thomas comments are inaccurate and disingenuous.

Mr. Arnold Viera, local resident, said he has been in transportation for 40 years and believes Keolis has gone backwards and abused transportation and does not provide the service the public deserves. Mr. Viera would like the RTC to not renew the Keolis contract.

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

Item 10 *ADJOURNMENT*

On motion of Vice Chair Lawson, seconded by Commissioner Hartung, which motion carried unanimously, Chair Jardon ordered that the meeting be adjourned.

There being no further business to come before the Board, the meeting adjourned at 10:46 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 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

McCarran Boulevard Corridor Study

An internal kick-off meeting was held with the consultant team and data collection efforts on existing conditions is underway. In addition, the project team met with staff from the local jurisdictions to identify key intersections along the McCarran loop for further analysis.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The draft report is currently being updated and a project stakeholder meeting was 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 them 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 collected in July.
- Applications for Transportation Alternatives (TA) Set-Aside are still being accepted until October 1, 2021, at 4:00pm.

Vision Zero Truckee Meadows (VZTM)

- The next Vision Zero Truckee Meadows Task Force meeting is scheduled for October 18, 2021, at 9:00am.
- Between January 1, 2021, and July 31, 2021, eight 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 will be completed by early September. Staff is ready to print the bus tails as soon as the agreement is in place.

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 – 10
- City of Sparks – 4

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

RTC 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: September 17, 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 (Sara Going, Project Manager)

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. Spanish Springs Construction has finished 20 of the 29 bus stops. Final design continues for two more phases to be released later this year and in early 2022.*

Center Street Multimodal Improvements (Maria Paz Fernandez, Project Manager)

The project consists of constructing a two-way cycle track from Ninth Street to Moran Street in Reno. The majority of the improvements include traffic signal, pavement markings and signage modifications. Sidewalk improvements in some locations are being incorporated. The project includes design and construction of a dedicated bicycle corridor between the University and downtown/midtown. *Status: Thirty percent (30%) design plans are complete. Additional traffic analysis of the downtown road network is occurring prior to continuing forward with final design, including updating traffic counts. The RTC Board approved an Interlocal Cooperative Agreement (ICA) on August 20, 2021, to provide up to \$75,000 to the City of Reno for a place making study for Virginia Street.*

Mill Street Complete Street - Terminal Way to McCarran Boulevard (Scott Gibson, Project Manager)

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: The RTC Board approved an RTIP amendment on August 20, 2021, that allows the project to be advertised for bids in September. The construction will begin during the winter months and is expected to be completed before July 2022.*

CAPACITY/CONGESTION RELIEF PROJECTS

North Valleys Package 3B (Sara Going, Project Manager)

Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395 and improvements to two bus stop pads. *Status: Sierra Nevada Construction, Inc., was awarded the construction contract. Construction will begin late summer 2021 and take about three months to complete.*

Sparks Boulevard (Jeff Wilbrecht, Project Manager)

The project seeks to increase safety, increase roadway capacity and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six lanes between Greg Street and Baring Boulevard. *Status: Work during the last reporting period consisted of activities associated with the Environmental Assessment (EA); this process works to identify and understand project impacts. In addition, work began to advance plans for Phase 1 of the project to final design [capacity improvements from Greg Street to just past the Interstate 80 (I-80) westbound ramps]. Construction of Phase 1 is anticipated to begin in the spring of 2022. The preliminary plans for Phase 2 (widening and capacity improvements from I-80 to Baring Boulevard) are complete and work with partner agencies is underway to review the design.*

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

Steamboat Parkway Improvement (Andrew Jayankura, Project Manager)

The Steamboat Parkway Improvement project includes the intersection widening of Steamboat Parkway and Veterans Parkway, and the roadway widening from four to six lanes on Steamboat Parkway, between Marketplace Drive and Veterans Parkway. *Status: The project team is developing 30% design plans. Construction is anticipated to begin by the summer of 2022.*

Traffic Signal Timing 6 (Andrew Jayankura, Project Manager)

Following a three-year cycle schedule, the project includes review and timing optimization of approximately one-third of the signals in the region each year. For 2021, approximately 95 intersections will have revised timing implemented. *Status: Optimization and timing on W. McCarran Boulevard (12 signals) from W. Plumb Lane to Kings Row will be complete this fall.*

Traffic Engineering (TE) Spot 10 – Fuel Tax (Sara Going, Project Manager)

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. The contractor has procured the required materials and installation will begin in September 2021.*

Traffic Engineering (TE) Spot 10 - South (Blaine Petersen, Project Manager)

The TE Spot 10 - 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: City of Reno and NDOT staff are reviewing and providing comments on the 90% design plans. A right-of-way setting has been completed and required acquisition activities are under way. The project will be advertised for bids in early 2022.*

Traffic Engineering (TE) Spot 10 - North (Andrew Jayankura, Project Manager)

The TE Spot 10 – North project includes the intersection improvement of El Rancho Drive and Victorian Avenue. The improvements include north and southbound geometric alignments, new signal heads and poles, pedestrian ramp, signal equipment, and fiber inter-connectivity. *Status: Construction is underway with the installation of new signal poles. The anticipated construction completion is October 2021.*

Traffic Management - ITS Phase 3 (Blaine Petersen, Project Manager)

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
- Twenty Gridsmart Performance Packages.

Status: Construction is underway on Lake Street, between First and Second Streets. The contractor already completed the work on Rock Boulevard.

Traffic Management - ITS Phase 4 (Blaine Petersen, Project Manager)

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;
- Prater Way, from Pyramid Way to the 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: Right-of-way activities have begun for necessary easements. Comments from the local jurisdictions will be included in the final design documents.

Golden Valley Road / Beckwourth Drive Traffic Signal (Blaine Petersen, Project Manager)

The project will install a new traffic signal at the intersection of Golden Valley Road and Beckwourth Drive. *Status: Ninety percent (90%) plans are under review by the City of Reno.*

Traffic Signal Installations 22-01 (Blaine Petersen, Project Manager)

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. *Status: Fifty percent (50%) design plans will be completed soon and submitted to the City of Reno for review. The comments received will be incorporated into the ninety percent (90%) design package. The project is on schedule for a spring 2023 construction start date.*

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges (Judy Tortelli, Project Manager)

The Arlington Avenue Bridges project will replace the two existing bridges over the Truckee River in downtown Reno. *Status: A request for proposals for environmental documentation and design work was recently issued. Four proposals were received and are under review. The project team continues to meet with concerned citizens providing information on the project scope, budget and schedule.*

Lemmon Drive (Judy Tortelli, Segment 1 Project Manager and Dale Keller, Segment 2 Project Manager)

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six 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 (Q&D) continues to work on the west side of Lemmon Drive in advance of roadway widening. Traffic control has been installed trying to minimize impacts to the traveling public. An agreement with the City of Reno was approved by the RTC Board on August 20, 2021, authorizing elements of work be included in the Q&D contract by a Construction Change Order and paid for by the City of Reno.*

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 and is engaging with stakeholders.

Mill Street Widening – Kietzke Lane to Terminal Way (Roy Flores, Project Manager)

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), has submitted the Stage 2 design for review. The RTC and City of Reno generated comments that were submitted back to NDOT to be addressed.*

Oddie Boulevard/Wells Avenue Improvement (Maria Paz Fernandez, Project Manager)

The project consists of road reconstruction/reconfiguration and the addition of multimodal improvements. *Status: The RTC's contractor, Granite Construction Inc., has finalized the construction schedule. The first order of work is 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 in October 2021. Overall construction, including the remaining phases, is anticipated to occur over three construction seasons and be complete by early 2024.*

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

Sky Vista Parkway Widening (Blaine Petersen, Project Manager)

The project includes reconstruction and widening of Sky Vista Parkway from two to four lanes with a two-way left turn lane. The project limits are from just east of 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 with right-of-way activities underway for necessary easements.*

Truckee River Shared Use Path (Jeff Wilbrecht, Project Manager)

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. *Status: Coordination efforts this month included discussions with key stakeholders regarding maintenance of the pathway and law enforcement.*

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance - Various Locations (Scott Gibson, Project Manager)

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: The project is on schedule to be finished in fall as planned. All pre-sealing work has been completed.*

Arrowcreek Parkway Rehabilitation (Roy Flores, Project Manager)

The project includes rehabilitation and reconstruction of Arrowcreek Parkway from Rubblestone Drive to S. Virginia Street. *Status: The project has been scoped and a draft contract has been negotiated with the selected consultant.*

Golden Valley Road Rehab (Sara Going, Project Manager)

The project includes rehabilitation and reconstruction of Golden Valley Road, from Yorkshire Drive to North Virginia Street. *Status: The contractor is performing well and is on schedule to finish the project later this month.*

Kings Row Rehab – Phase 1 (Jeff Wilbrecht, Project Manager)

The project includes rehabilitation and reconstruction of Kings Row, from Keystone Avenue to Wyoming Avenue. *Status: Sierra Nevada Construction, Inc., is about halfway complete with roadway improvements. Work on the south side of the road will progress through the next reporting period.*

Kings Row Rehab – Phase 2 (Jeff Wilbrecht, Project Manager)

The project includes rehabilitation and reconstruction of Kings Row, from Wyoming Avenue to McCarran Boulevard. *Status: The design consultant, Lumos and Associates, Inc., recently submitted the sixty percent (60%) plan to the City of Reno for review. RTC has begun the activities for acquiring the rights to construct the project.*

Newport Lane Rehab (Roy Flores, Project Manager)

The project includes reconstruction of Newport Lane, from Link Lane to McDaniel Street. *Status: The project is under construction by Sierra Nevada Construction, Inc. Construction is anticipated to be complete by end of this October.*

Peckham Lane Rehab (Andrew Jayankura, Project Manager)

The Peckham Lane Rehab project includes rehabilitation and reconstruction of Peckham Lane, from South Virginia Street to Baker Lane. *Status: The ninety percent (90%) design plans have been submitted and are currently under review.*

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street (Judy Tortelli, Project Manager)

The project includes rehabilitation and 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: The project will be advertised for construction in November after comments from the on hundred percent (100%) design package are addressed and included in the bidding package. Coordination efforts with the City of Reno are underway to review the potential of replacing the traffic signal at the Sierra Street/First Street intersection.*

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive (Roy Flores, Project Manager)

The project includes rehabilitation and 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 reviewed by the RTC and City of Reno. Review comments were submitted back to the consultant to be addressed. Construction is scheduled to begin spring 2022.*

OTHER PROJECTS

4th Street Station Expansion (Jeff Wilbrecht, Project Manager)

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: A request for proposals was issued and proposals were received. Following technical review of the proposals, an interview process determined the most qualified consultant to provide environmental documentation and design services.*

Peppermill BRT Station (Jeff Wilbrecht, Project Manager)

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. Kimley-Horn and Associates, Inc., was selected following a request for proposals process to provide design and construction services of the project. *Status: Preliminary design activities are starting up with Kimley-Horn and Associates, Inc.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 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

Don't Drive Arrive – to the 32nd Annual Rib Cook Off – In partnership with the Nugget, RTC provided free transportation all day on the RAPID Lincoln Line and Route 11, September 1-6.



Don't Drive Arrive – to the 40th Anniversary of the Great Reno Balloon Race - RTC added extra service to the RAPID Virginia Line on September 10, 11 and 12, from 4 a.m. to 10 a.m., and extended the route to Rancho San Rafael Park. From the Reno-Sparks Convention Center parking lot, passengers were able to park and ride for free with service to the park every 15 minutes.

Don't Drive Arrive! is a partnership between the RTC, City of Reno and the City of Sparks.

RTC RIDE Key Highlights – August

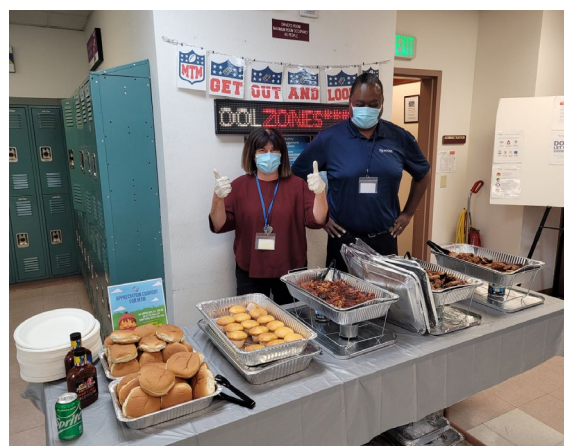
- Keolis-Reno Teamster's Local 533 members went on strike on August 3 at 12:15pm
- During the strike, Keolis operated Route 1, Route 7, Route 11, and the Regional Connector.
- The strike ended on August 12 and the Teamster's Local 533 members were instructed to return to work on August 13 and no later than August 14. All routes resumed on August 14.
- A revised operator schedule adjusting layovers and breaks was distributed on August 25 for a bid on August 31. The new schedule is effective September 11.
- Keolis had three preventable accidents and three non-preventable accidents in the month of August.
- Keolis hosted a webinar that addressed "Unconscious Biases in the Workplace."
- Due to a national labor shortage, Keolis is aggressively hiring and will be hosting a series of onsite job fairs for the community in the coming weeks.

- Keolis continued training this month with Truckers Against Trafficking (T.A.T.) on Human Trafficking and the connection to both homelessness and the child welfare system.
- Keolis hosted a **welcome back** luncheon catered by Carolina Kitchen & BBQ food truck for its represented employees. Over 200 brisket and pulled pork sandwiches, beans and potato salad plates were handed out at both Villanova and 4th Street station. It was a great way to show our team how happy we were to have them back serving the community.



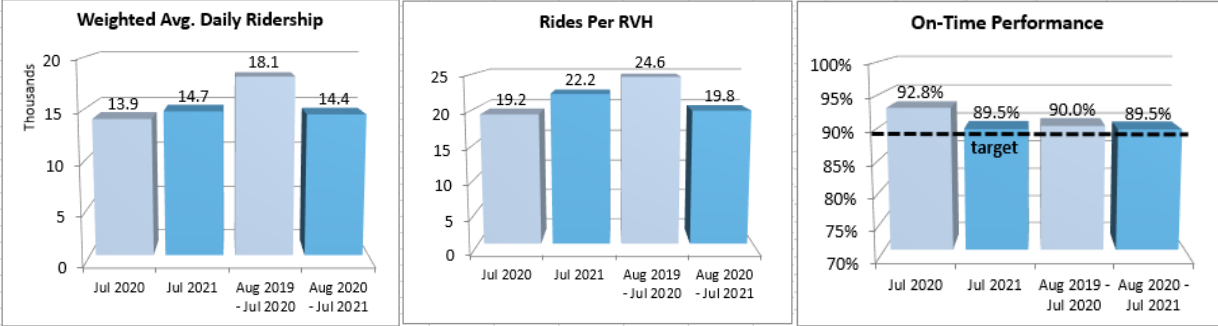
RTC ACCESS Key Highlights - August

- Jessica Rutherford assumes new role as Operations Manager
- August Safety Update:
 - Safety Committee members were included in review/analysis of pick-ups, conducting safety inspections and guiding the safety culture of RTC ACCESS.
 - Safety meeting focused on the Hazard Communication Program ensuring employees have a complete understanding of: Right to Know (Hazard Communication Program), PPE, first aid, spills, and leaks.
 - Safety Message: "Don't gamble with other people's lives, if you did not get the rest you need, or are not alert for any reason, don't come to work - make sure you get the rest you need."
- Radio etiquette reminders:
 - Do not use the radio in motion.
 - Keep message relevant to work only.
 - Do not correct, teach or criticize on the radio.
 - All communication goes through dispatch.
 - Ask to talk first before speaking.
 - Keep it brief.
- MTM Transit welcomed 2 new Operators to its team
- On August 25, MTM hosted a catered BBQ lunch sponsored by RTC as an appreciation of the great work MTM Transit Operators and staff do for our community!

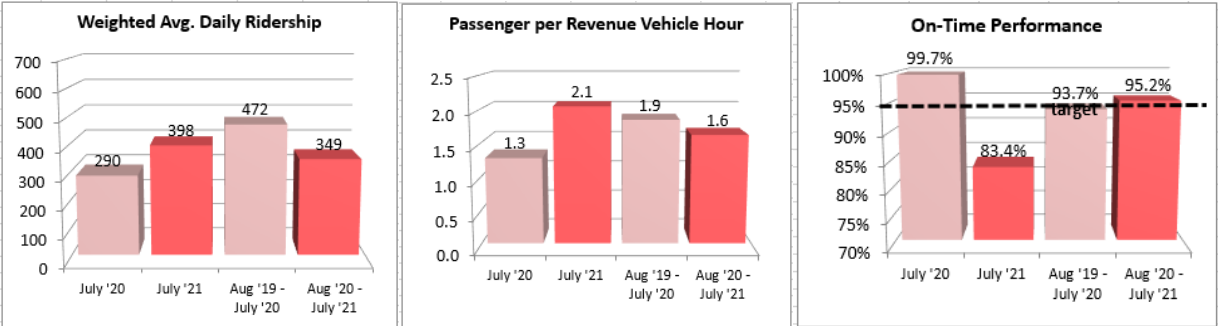


JULY 2021 TRANSIT PERFORMANCE

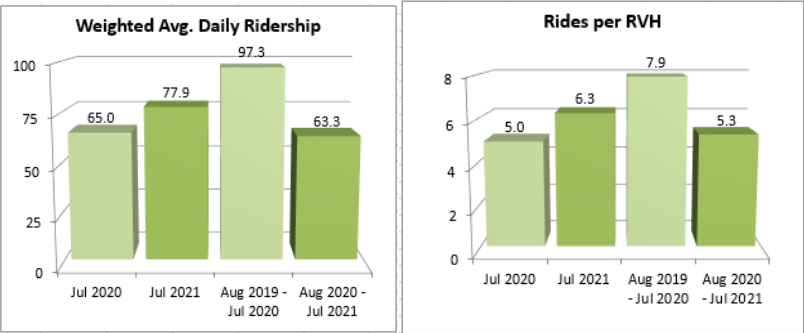
RTC RIDE



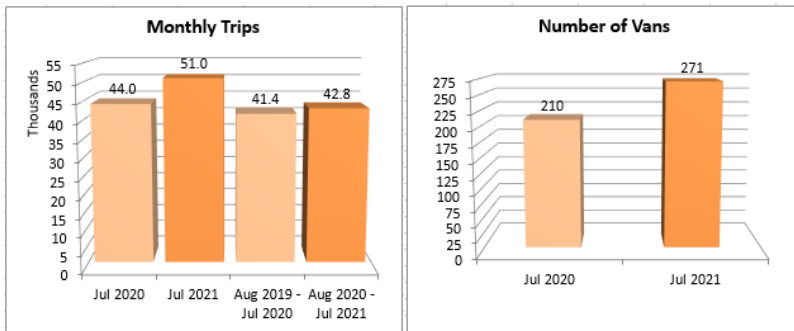
RTC ACCESS



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		
	Jul 2021	Percent Change	Jul 2020	Aug 2020 - Jul 2021	Percent Change	Aug 2019 - Jul 2020
Monthly Ridership	448,724	3.4%	434,133	5,199,325	-20.5%	6,543,020
Weighted Avg. Daily Ridership	14,678	5.5%	13,909	14,369	-20.6%	18,096
Revenue Vehicle Hours (RVH)	20,257	-10.3%	22,594	263,206	-1.1%	266,161
Rides Per RVH	22.2	15.3%	19.2	19.8	-19.6%	24.6
Revenue Vehicle Miles (RVM)	220,057	-8.4%	240,109	2,819,619	-3.7%	2,927,719
Complaints Per 25,000 Rides	6.85	35.2%	5.07	4.54	23.2%	3.69
On-Time Performance ²	89.5%	-3.6%	92.8%	89.5%	-0.6%	90.0%

Performance Indicator	Jun 2021	Percent Change	Jun 2020	Jul 2020 - Jun 2021	Percent Change	Jul 2019 - Jun 2020
Revenue	\$301,344	71.6%	\$175,580	\$3,001,655	-21.8%	\$3,836,051
Farebox Recovery Ratio	11.9%	93.2%	6.2%	9.3%	-20.2%	11.7%
Subsidy per Ride	\$4.70	-29.0%	\$6.61	\$5.62	32.8%	\$4.23

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		
	July '21	Percent Change	July '20	Aug '20 - July '21	Percent Change	Aug '19 - July '20
Monthly Ridership	12,069	34.7%	8,958	124,579	-25.6%	167,401
Weighted Avg. Daily Ridership	398	37.2%	290	349	-26.1%	472
Revenue Vehicle Hours	5,864	-15.2%	6,915	75,958	-15.5%	89,910
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.06	58.9%	1.30	1.64	-11.9%	1.86
Revenue Vehicle Miles (RVM)	102,190	33.8%	76,382	1,045,162	-19.5%	1,298,346
Complaints per 1,000 Rides	1.33	196.9%	0.45	0.69	21.6%	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	0.0%	0.00	0.25	-71.3%	0.88
On-Time Performance (does not include taxi data)	83.4%	-16.3%	99.7%	95.2%	1.6%	93.7%
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

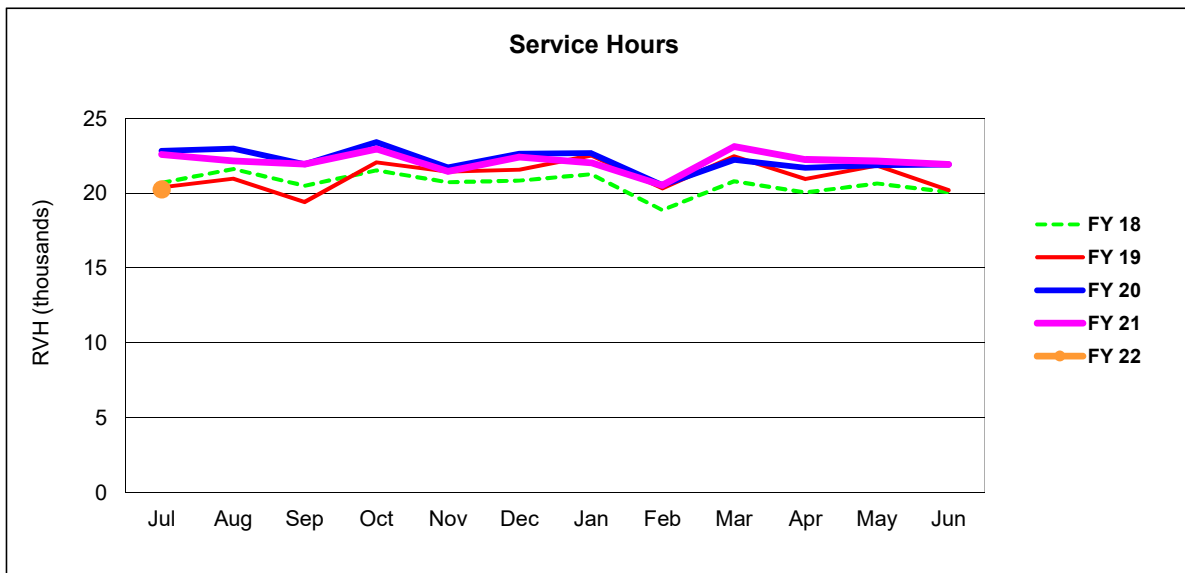
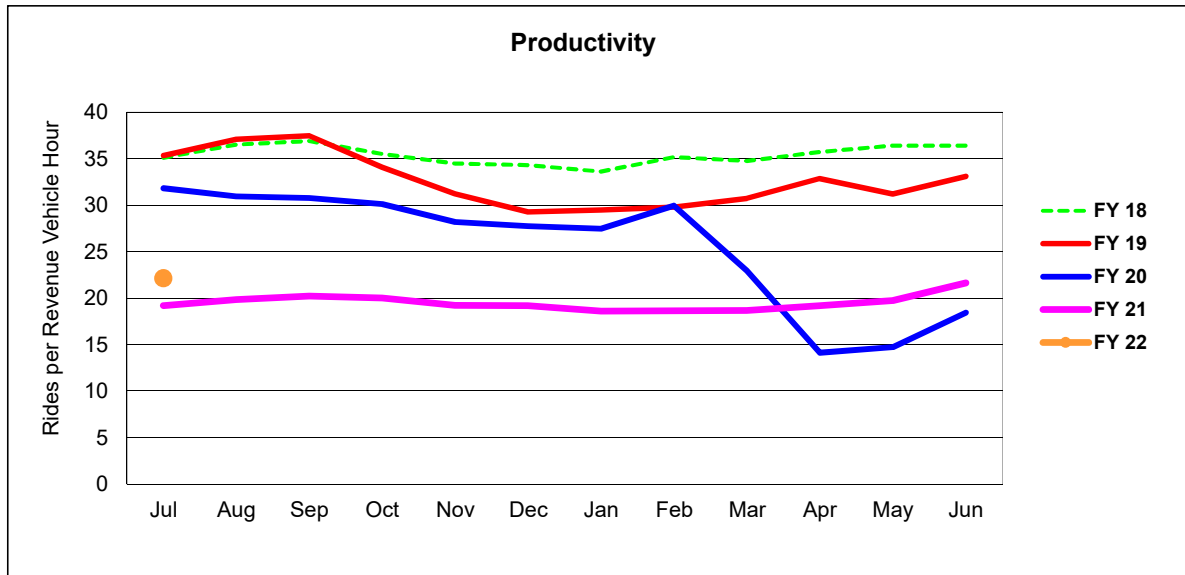
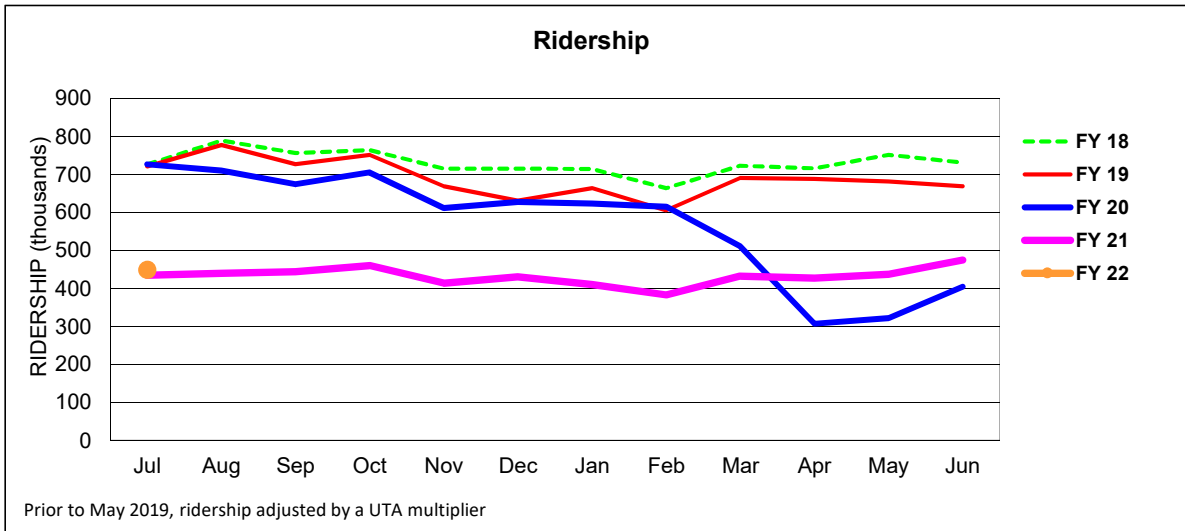
*March 2021 data is the latest available.

TART Performance Statistics

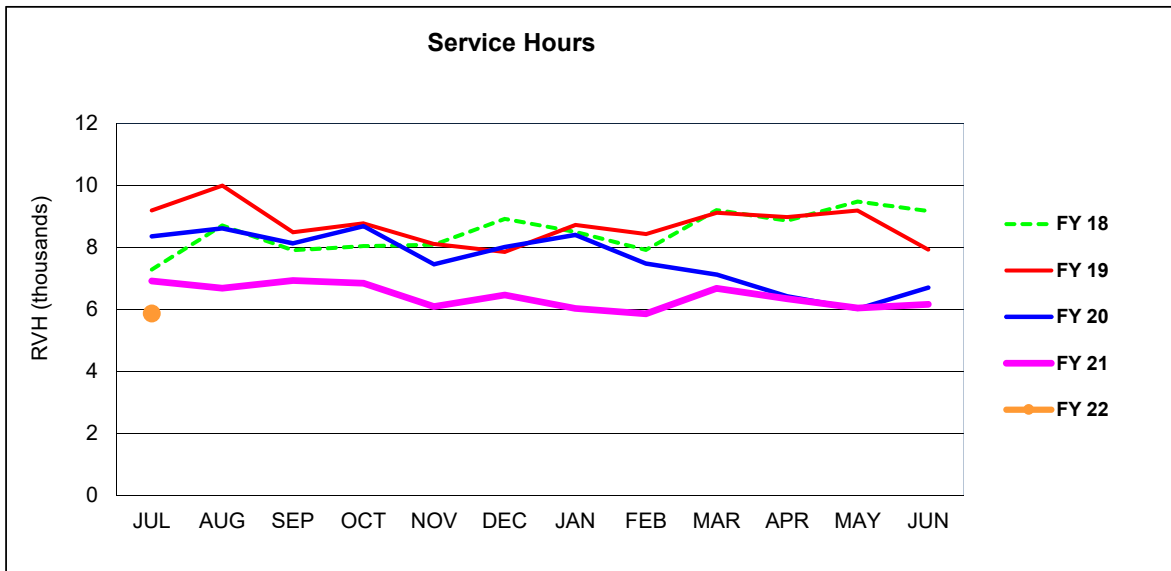
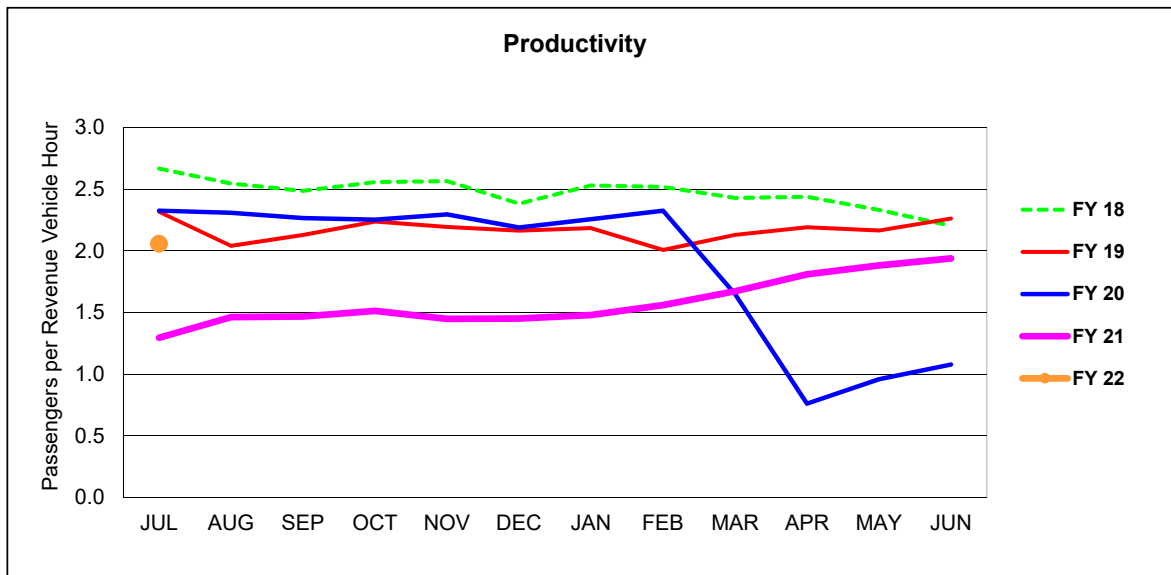
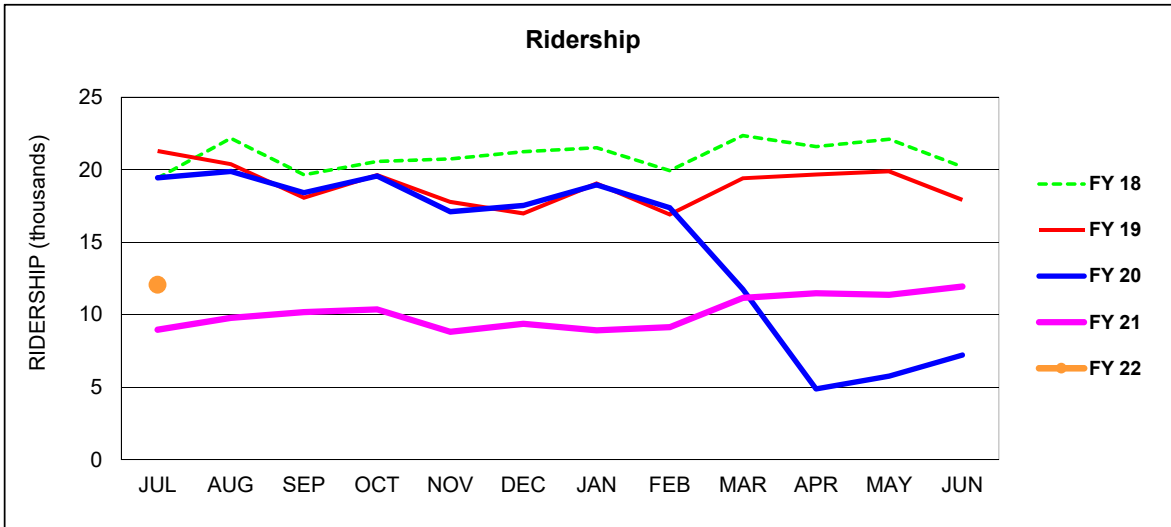
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jul 2021	Percent Change	Jul 2020	Aug 2020 - Jul 2021	Percent Change	Aug 2019 - Jul 2020
Monthly Ridership	2,416	25.5%	1,925	22,885	-35.0%	35,199
Weighted Avg. Daily Ridership	77.9	19.8%	65.0	63.3	-34.9%	97.3
Revenue Vehicle Hours (RVH)	385	-0.6%	388	4,320	-2.6%	4,437
Rides per RVH	6.3	26.3%	5.0	5.3	-33.2%	7.9
Revenue Vehicle Miles (RVM)	8,407	-0.5%	8,448	85,817	-1.4%	87,052
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$12,980
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	2.4%
Subsidy per Ride	\$20.12	-20.8%	\$25.42	\$23.83	57.6%	\$15.12

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

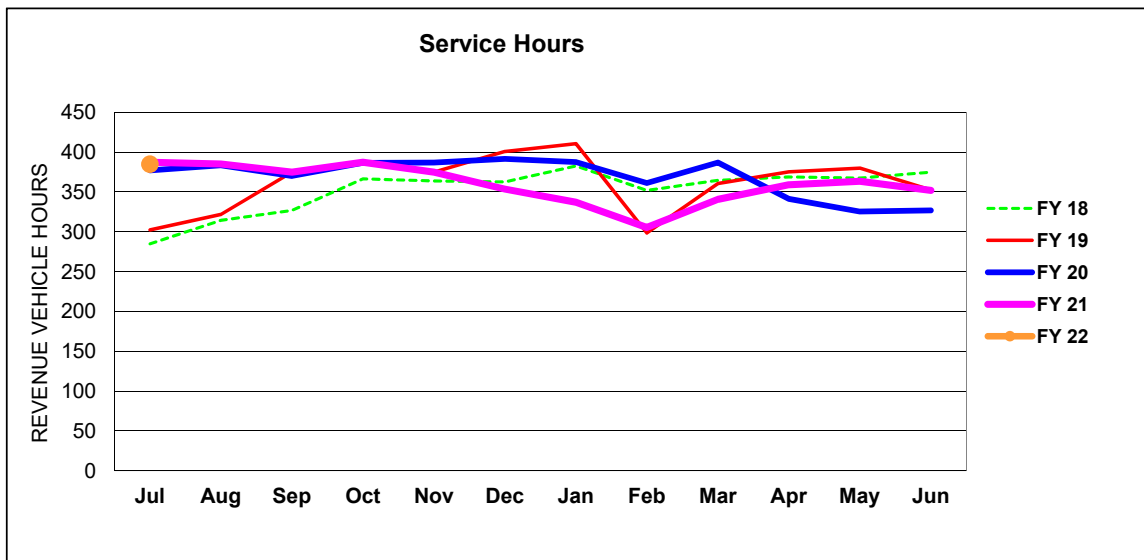
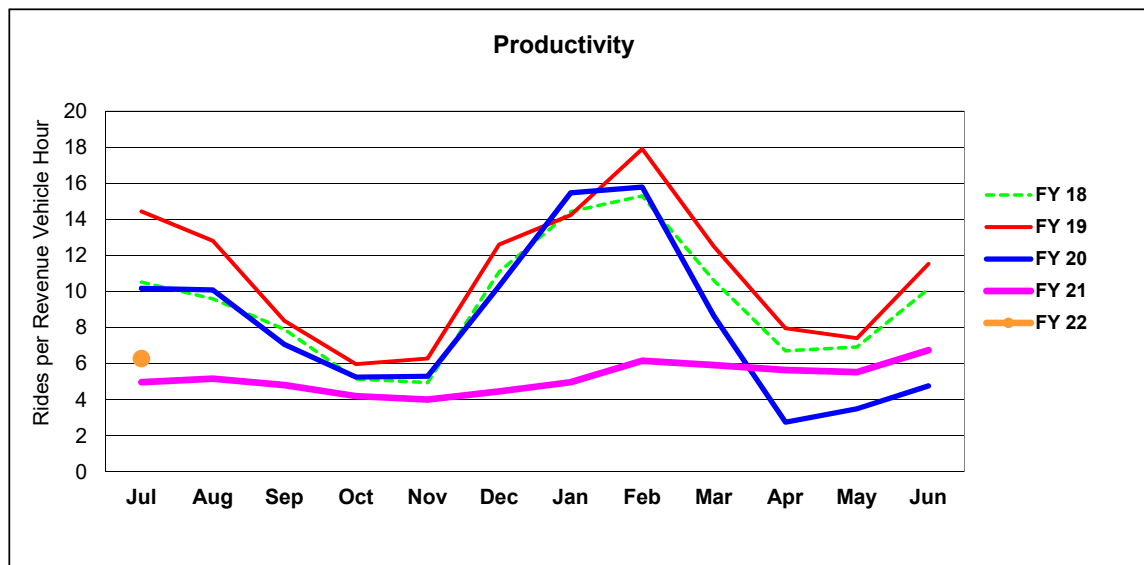
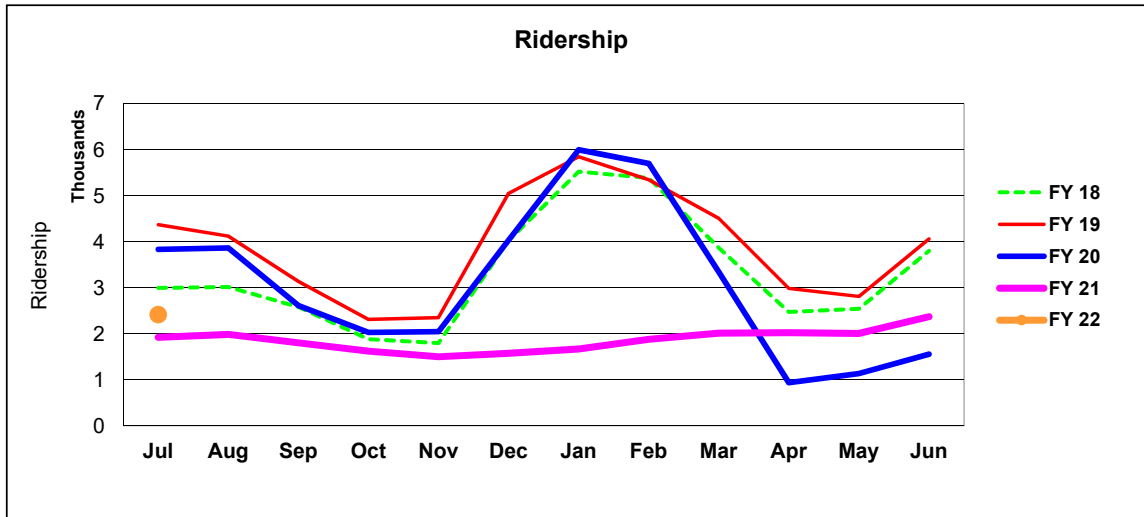
RTC RIDE Fiscal Year Comparisons



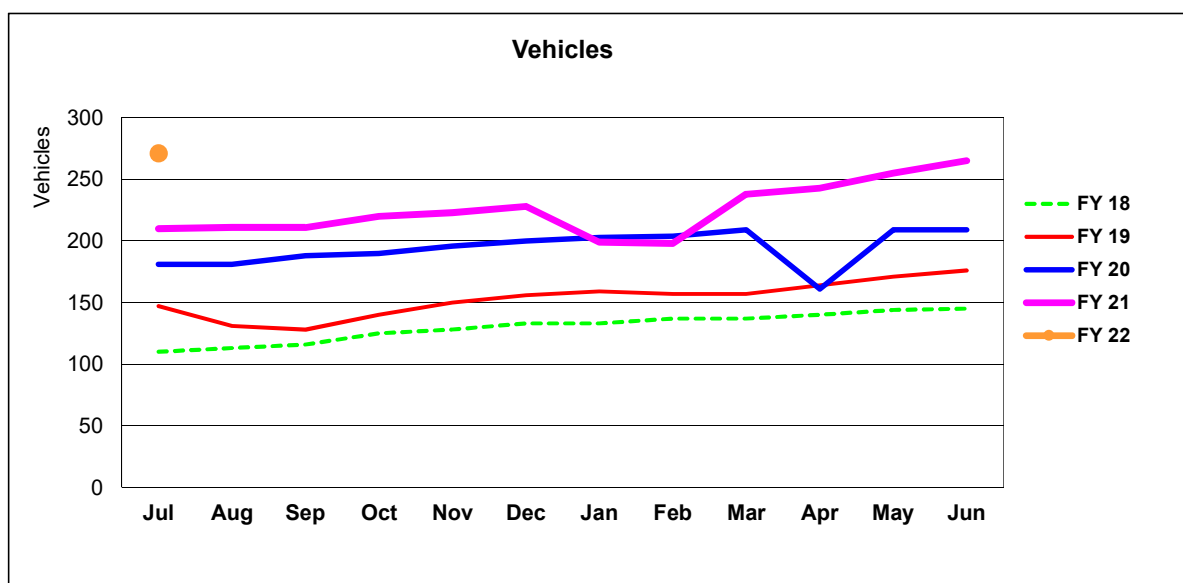
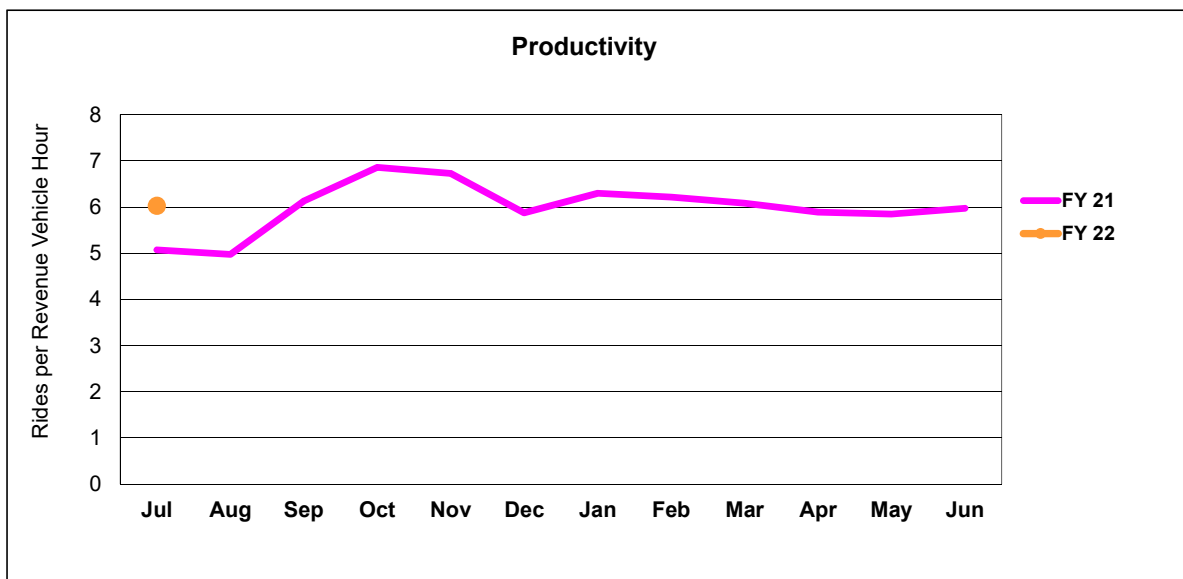
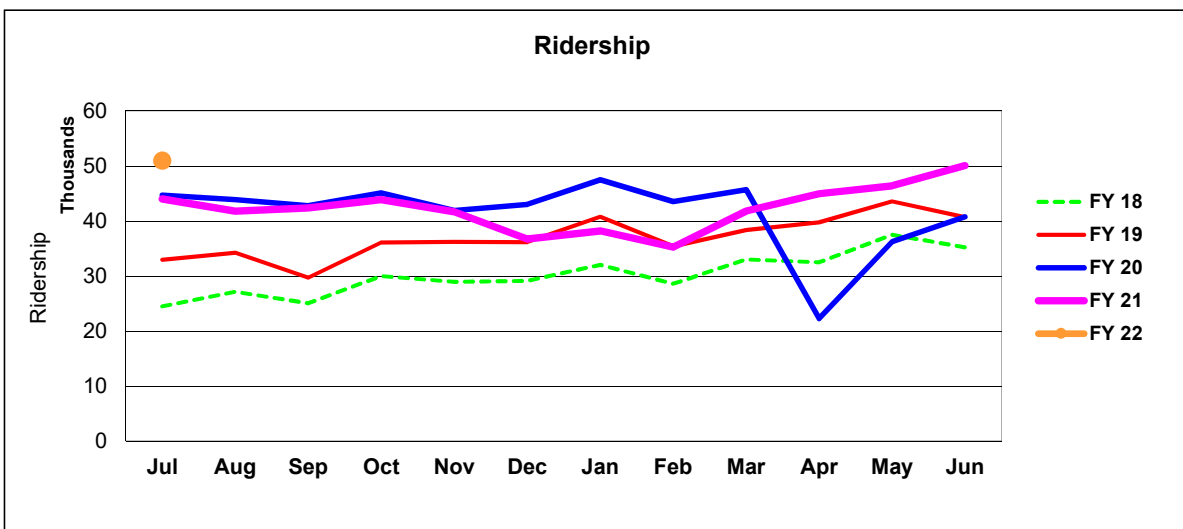
RTC ACCESS Fiscal Year Comparisons



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: September 17, 2021

AGENDA ITEM 4.5

From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

Invitations for Bids (IFB)

There were no invitations for bids.

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Verdi Area Multimodal Transportation Study	9/23/2021

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.

There were no bid awards.

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
C2C Network	Kimley Horn	\$25,000

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

There were no change orders within the executive director’s signing authority.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 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), which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives and four private sector members who are appointed by the RTC Board.

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on September 1, 2021, and received a report on a Nevada Department of Transportation (NDOT) effort to rename some interchanges on US 395 as part of an upcoming repaving project. The CMAC also received reports on the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM), including the RRIF Capital Improvement Plan (CIP) and updates on the Center Street Cycle Track Project and the Lemmon Valley-Spanish Springs Connector Study draft report.

Under the item regarding the Center Street Cycle Track Project, there was discussion about the lack of an adopted vision or plan for the future of Virginia Street in downtown. Members of the CMAC expressed support for continuing with the Center Street Cycle Track Project and raised objections to delaying the project as a result of the Virginia Street Placemaking Study. It was noted that closures of Virginia Street for special events make it challenging for continuous bicycle connectivity. Safety questions were also discussed by committee members regarding rolled curbs.

Technical Advisory Committee (TAC)

The TAC met on September 2, 2021, and received a report on a NDOT effort to rename some interchanges on US 395 as part of an upcoming repaving project. The TAC also received reports on the 7th Edition RRIF GAM, including the RRIF CIP, and updates on the Center Street Cycle Track Project and the Lemmon Valley-Spanish Springs Connector Study draft report.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on August 26, 2021, and acknowledged receipt of a report on the 7th Edition RRIF General Administrative Manual (GAM) and recommended that the participating local governments approve and adopt the updated RRIF GAM and RRIF Capital Improvement Plan (CIP).

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: September 17, 2021

AGENDA ITEM 4.7

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

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., to provide design services and optional engineering during construction for the Reno Consolidated 23-01 project in an amount not-to-exceed \$380,870.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group, Inc., is for professional design services for the Reno Consolidated 23-01 Project in the amount of \$214,960 and optional engineering during construction services (EDC) in the amount of \$165,910. The project includes rehabilitation of Sutro Street, from Ninth Street to Oddie Boulevard, and Enterprise Road, from Valley Road to Evans Avenue.

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

FISCAL IMPACT

Appropriations are included in FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 20, 2019 Approved the Qualified Consultant List for Engineering Design and Construction Management Services

ATTACHMENT(S)

- A. Professional Services Agreement with Exhibits

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of September 20, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

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

WHEREAS, as part of that program, RTC will rehabilitate and/or reconstruct the following streets: Sutro Street from Ninth Street to Oddie Boulevard; and Enterprise Road from Evans Avenue to Valley Road (collectively, the “Project”); and

WHEREAS, the Project will include roadway reconstruction, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, preparation of easement documentation, and other incidentals necessary for the rehabilitation of the streets within the Project Limits; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 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 Design Services (Tasks 2.1.A to 2.1D)	\$204,960
Optional EDC Services (Task 2.1E to 2.1I)	\$150,910
Design Contingency	\$10,000
EDC Contingency	\$15,000
<hr/>	
Total Not-to-Exceed Amount	\$380,870

- 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 Maria Paz Fernandez or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.

12.2. CONSULTANT' Project Manager is Chad Anson or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Chad Anson
Sr. Project Manager/Executive Vice President
CA Group, Inc.
1135 Terminal Way, Ste 106
Reno, NV 89511
(775) 283-8394

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, Executive Vice President

Sample

EXHIBIT A

SCOPE OF SERVICES

23-01 RENO CONSOLIDATED REHABILITATION/RECONSTRUCTION PROJECT

2.1. SCOPE OF SERVICES

This will generally consist of the following tasks:

2.1.A. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable to this project.
2. Condition Survey.
 - a. Consultant will collect condition survey data on each 100-foot segment of the road. Information on the extent and severity of several different distress types will be obtained. These distress types include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider improvements needed for “complete street”.
 - c. Construction of improvements for a Special Assessment District (SAD) is not anticipated to be included with this project.
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.

- b. CONSULTANT will provide 24-hour traffic counts to verify current ADT, truck/bus classifications and percentages, and turning movement at 4 intersection(s). The CONSULTANT shall provide separate cost proposals for:
- Traffic counts
 - Truck/bus classification and percentages
 - Intersection turning movement
4. FWD Deflection Plots and Strip Charts. Not applicable to this project.
5. Subsection Identification and Core Location Selection. Information from the condition survey will be reviewed and locations for pavement coring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately 9 pavement core locations at a depth of approximately five feet will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types.
6. Geotechnical Investigation. CONSULTANT will core each location twice for the purpose of determining if stripping is taking place and to provide a sufficient sample to conduct the laboratory testing required for the hot-in-place recycling option. Following pavement coring, the subsurface soils will be hand augered, if possible, to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. If the subsurface soils are unable to be augered by hand, a drill rig will be mobilized to complete the investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. All plantmix bituminous pavement cores will be retained for possible testing should the hot-in-place recycling construction option be chosen. The results of the geotechnical investigation and associated laboratory testing will be summarized in a written report.
7. Backcalculation Analysis. Not applicable to this project.
8. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:
- AC overlay (only)
 - Full-depth patching (plus AC overlay)
 - Mill and fill (plus AC overlay)
 - Cold in-place recycling (plus AC overlay)
 - Hot in-place recycling (with or without AC overlay)

- Roadbed modification (reconstruction)

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 and City of Reno standards to generate the design layer thickness associated with each pavement alternative.

9. Conduct Life-Cycle Cost Analysis. The latest unit cost information for materials, construction and maintenance will be used by CONSULTANT to estimate the initial construction and future maintenance cost associated with each alternative.
10. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon the results of the life-cycle cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
11. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.B, Preliminary Design.
 - b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
 - c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list

and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall pothole a sufficient number of locations to make such a determination.

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

2.1.B. Preliminary Design

1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
2. Mapping. Provide field topo survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. Topography at 1-foot contour intervals can be added. Existing right-of-way will be based on Washoe County GIS parcel shape files.
3. Project Coordination. Attend meetings, review reports, and provide project coordination.
4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
5. Public Information Meeting. A presentation will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

2.1.C. Final Design

1. Prepare Final Plans and Specifications

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

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

- Cover Sheet
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Intersection and Signal Layout Plan Sheets (at 1"=10' scale)
- Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

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

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

- 50% & 90% Plans – Two 11”x17” sets to RTC and Local Entity, and one 11”x17” set each to utility agencies and other affected parties. One electronic copy to RTC and Local Entity.
 - 90% Plans – One 11”x17” set to Washoe County Health District (WCHD).
 - 90% Specifications – One set each to RTC and Local Entity.
 - 100% Plans – One 11”x17” each to RTC and Local Entity.
 - 100% Plans – Email pdf of updated sheet(s) to WCHD as needed.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 22”x34” set to RTC, one 11”x17” set each to RTC and Local Entity.
 - Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.
2. Final Engineer’s Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.
3. 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.

2.1.D. Bidding Services

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

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

2.1.E - I Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.E. Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - Review and provide recommendations on test results
 - Review and provide recommendations on contractor's construction schedule and work progress
 - Review construction for acceptance and/or mitigation
 - Provide verification and approval of contractor's monthly pay request
 - Supervise the inspection, surveying and material testing activities
 - Provide recommendations to the RTC for any necessary construction changes due to field conditions
 - Assist in change order review and approval
2. 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.

2.1.F. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Roadway monuments, referenced in four directions.

2.1.G. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 60 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 15 hours of field inspection and sampling and 15 hours of Nuclear Gauge time are anticipated.

2.1.H. Materials Testing (Optional)

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

2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 24 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 16 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.I. As-Built Information (Optional)

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

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

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

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

EXHIBIT B

STANDARD COST PROPOSAL SPREADSHEET

Contract Information: 23-01 Reno Consolidated
 Consultant Information: CA Group
 Project Manager: Maria Paz Fernandez

Task No.	Tasks	Description	Project Principal	Project Manager	Engineer	Engineering Intern /Designer	CADD Technician	Clerical	Independent QA/QC	Inspector	Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs	Billable Rate					
															\$250.00	\$205.00	\$160.00	\$120.00	\$105.00	\$80.00
Investigation of Existing Condition:																				
2.1.A.1	Falling Weight Deflectometer (FWD) Testing	Not applicable to this project											0	\$0						
2.1.A.2	Condition Survey	2	8		12						22	\$3,580								
2.1.A.3	Traffic Data			4							4	\$640								
2.1.A.4	FWD Deflection Plots and Strip Charts	Not applicable to this project											0	\$0						
2.1.A.5-10	Pavement Design/Analysis	2	8		8						18	\$3,100		\$21,500						
2.1.A.12	Utility Investigation/Depiction	2	8		16	16					42	\$5,740								
2.1.A.12.D	Utility Pothole	4	16	4	8	8					0	\$0		\$10,000						
2.1.A.13	Report	4	16	4	8	8					16	\$8,000								
	Hours Subtotal:	10	40	8	44	24	16	0	0	0	142	\$21,060.00	0	\$31,500						
	Cost Subtotal:	\$2,500.00	\$8,200.00	\$1,280.00	\$5,280.00	\$2,520.00	\$1,280.00	\$0.00	\$0.00	\$0.00		\$21,060.00	0	\$31,500						
2.1.B. Preliminary Design																				
2.1.B.1	Supplemental Topography		2								2	\$410		\$18,500						
2.1.B.2	Mapping	4	2	4	8						14	\$2,010								
2.1.B.3	Project Coordination	4	40		4						48	\$9,680								
2.1.B.4	Plans and Specifications	8	24	80	160	120		16			408	\$54,320		\$1,000						
2.1.B.5	Public Information Meeting	1	5					2			17	\$2,480								
	Hours Subtotal:	13	74	84	172	128	2	16	0	0	489	\$68,900.00	0	\$19,500						
	Cost Subtotal:	\$3,250.00	\$15,170.00	\$13,440.00	\$20,640.00	\$13,440.00	\$160.00	\$2,800.00	\$0.00	\$0.00		\$68,900.00	0	\$19,500						
2.1.C. Final Design																				
2.1.C.1	Prepare Final Plans and Specifications	8	40	40	80	120			40		328	\$45,800		\$10,000						
2.1.C.2	Engineer's Opinion of Probable Costs and Time	2	4	8	40						58	\$8,100		\$1,000						
2.1.C.3	Contingency (OPTIONAL)										0	\$0		\$0						
	Hours Subtotal:	10	44	48	120	120	0	44	0	0	386	\$53,900.00	0	\$11,000						
	Cost Subtotal:	\$2,500.00	\$9,020.00	\$7,680.00	\$14,400.00	\$12,600.00	\$0.00	\$7,700.00	\$0.00	\$0.00		\$53,900.00	0	\$11,000						
2.1.D. Bidding Services																				
	Bidding Services	2	20		20	20					62	\$9,100								
	Hours Subtotal:	2	20	0	20	20	0	0	0	0	62	\$9,100.00	0	\$0						
	Cost Subtotal:	\$500.00	\$4,100.00	\$0.00	\$2,400.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,100.00	0	\$0						
2.1.E. Contract Administration (OPTIONAL)																				
2.1.E.1	Contract Administration	8	40	60	16	16					140	\$23,400								
2.1.E.2	Construction Contingency										0	\$0		\$15,000						
	Hours Subtotal:	8	40	60	16	16	0	0	0	0	140	\$23,400.00	0	\$15,000						
	Cost Subtotal:	\$2,000.00	\$8,200.00	\$9,600.00	\$1,920.00	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,400.00	0	\$15,000						
2.1.F. Construction Staking (OPTIONAL)																				
	Construction Staking	1	4		0	0	0	0	0	0	5	\$1,070		\$14,000						
	Hours Subtotal:	1	4	0	0	0	0	0	0	0	5	\$1,070.00	0	\$14,000						
	Cost Subtotal:	\$250.00	\$820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,070.00	0	\$14,000						
2.1.G. Inspection (OPTIONAL)																				
	Inspection	2	8						640		650	\$88,540		60 day contract						
	Hours Subtotal:	2	8	0	0	0	0	0	640	0	650	\$88,540.00	0	\$0						
	Cost Subtotal:	\$500.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,400.00	\$0.00		\$88,540.00	0	\$0						
2.1.H. Materials Testing (OPTIONAL)																				
	Materials Testing	2	8								10	\$2,140		\$15,420						
	Hours Subtotal:	2	8	0	0	0	0	0	0	0	10	\$2,140.00	0	\$15,420						
	Cost Subtotal:	\$500.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,140.00	0	\$15,420						
2.1.I. As-Built Information (OPTIONAL)																				
	As-Built Information	2	8			40					50	\$6,340								
	Hours Subtotal:	2	8	0	0	40	0	0	0	0	50	\$6,340.00	0	\$0						
	Cost Subtotal:	\$500.00	\$1,640.00	\$0.00	\$0.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,340.00	0	\$0						
	Overall Hours Totals:	50	246	200	372	348	16	60	640	0	1934		0							
	Loaded, OH Costs Totals:	\$12,500	\$50,430	\$32,000	\$44,640	\$36,540	\$1,440	\$10,500	\$86,400	\$0		\$274,450.00	0	\$106,420						

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost	\$152,980
Optional Services	\$121,490
Subconsultants	\$79,420
Direct Expenses	\$2,000
Contingency	\$25,000
Total Estimated Services:	\$380,870

CONTRACT TOTALS			
Task	Labor Hours	Task Subtotal	Item
Task 2.1.A.	142	\$21,060	Investigation of Existing Conditions
Sub 2.1.A.5-10		\$21,500	Black Eagle - Geotech
Sub 2.1.A.12.D		\$10,000	TED-Potholing
Task 2.1.B.	489	\$68,900	Preliminary Design
Direct 2.1.B.4		\$1,000	Reproduction
Sub 2.1.B.1		\$18,500	Battle Born - Survey
Task 2.1.C.	386	\$53,900	Final Design
Direct 2.1.C.1		\$1,000	Reproduction
Task 2.1.C.3		\$10,000	Contingency (OPTIONAL)
Task 2.1.D.	62	\$9,100	Bidding Services
Design Subtotal		\$214,960	
Task 2.1.E.	140	\$23,400	Contract Administration (OPTIONAL)
Task 2.1.E.2		\$15,000	Contingency (OPTIONAL)
Task 2.1.F.	5	\$1,070	Construction Staking (OPTIONAL)
Sub 2.1.F.		\$14,000	Battle Born - Construction Staking (OPTIONAL)
Task 2.1.G.	650	\$88,540	Inspection (OPTIONAL)
Task 2.1.H.	10	\$2,140	Materials Testing (OPTIONAL)
Sub 2.1.H.		\$15,420	Black Eagle - Materials Testing
Task 2.1.I.	50	\$6,340	As-Built Information (OPTIONAL)
Construction Subtotal		\$165,910	
		\$380,870	

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$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 RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.8

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

RECOMMENDED ACTION

Approve a contract with Nichols Consulting Engineers Chtd (NCE) to provide design services and optional engineering during construction for the Arrowcreek Rehabilitation project in an amount not-to-exceed \$429,716.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with NCE is for professional design services for the Arrowcreek Rehabilitation Project in the amount of \$242,533, and optional engineering during construction services (EDC) in the amount of \$187,183. The project includes rehabilitation of Rubblestone Drive to South Virginia Street.

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

FISCAL IMPACT

Appropriations are included in the FY 2022 Budget and FY 2023 Program of Projects.

PREVIOUS BOARD ACTION

June 20, 2019	Approved the Qualified Consultant List for Engineering Design and Construction Management Services
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ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of September 17, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Nichols Consulting Engineers, CHTD from the RTC Design and Construction shortlist to perform Design and Engineering Services in connection with the Arrowcreek Rehabilitation Project.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks A to H)	\$227,533.25
Design Contingency (Task I)	\$15,000.00
Optional EDC Services (Tasks J to N)	\$172,183.10
<u>Optional EDC Contingency (Task O)</u>	<u>\$15,000.00</u>
Total Not-to-Exceed Amount	\$429,716.35

- 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 Roy Flores 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 Angela Hueftle 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
Roy Flores, P.E., M.P.A.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1881

CONSULTANT: Angela Hueftle, P.E.
Principal
Nichols Consulting Engineers, CHTD
1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: _____
Angela Hueftle, P.E., Principal

Sample

Exhibit A

SCOPE OF SERVICES **FOR THE** **ARROWCREEK PARKWAY RECONSTRUCTION PROJECT**

2.1. SCOPE OF SERVICES

CONSULTANT will provide engineering services for the Arrowcreek Parkway Reconstruction Project. The project limits include Arrowcreek Parkway from and excluding the intersection of South Virginia Street through and including the intersection of Rubblestone Drive. Pavement reconstruction will extend into the South Virginia Street intersection to capture the outer lane. Arrowcreek Parkway and the region to the south is City of Reno, north of Arrowcreek Parkway is Washoe County. The South Virginia Street intersection is Nevada Department of Transportation (NDOT) right-of-way. Anticipated improvements include portions of sidewalk, median, driveway, and pedestrian ramp replacement, new sidewalk, roadway reconstruction, utility adjustments, signal improvements at the Zolezzi Lane and South Virginia Street intersections, and new fiber optic traffic signal interconnect system from Zolezzi Lane to South Virginia Street. The scope of services will generally consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 15 months.
2. Project Coordination
 - a. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT'S Project Manager will participate in 50% and 90% design review meetings.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Visual Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and

raveling. Pavement coring locations will be marked during this site visit.

- b. CONSULTANT will evaluate median, 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.

3. Traffic Data.

- a. Traffic data is needed to estimate 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 Reno and/or the Nevada DOT traffic records.

4. Pavement Structural Investigation.

- a. Coring/Boring. Information from the visual condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. USA Dig will be contacted prior to starting coring/boring. It is anticipated that approximately three (3) pavement core locations and six (6) to eight (8) bulk samples of subgrade material will be required (2-3 per coring location to obtain enough soil for laboratory testing). CONSULTANT will obtain a no-cost encroachment permit from the City of Reno for coring/soil sampling. Traffic control (lane closure) will be provided.

The primary objective of the coring program will be to establish pavement layer thicknesses, determine cracking depth, and determine if stripping is present. Results will be summarized in the project pavement design report.

Following pavement coring, the subsurface soils will be augered to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall within the ASTM D2844 precision statement, an additional R-value test will be conducted. The results of the field investigation and associated laboratory testing will be summarized in a written report.

5. Backcalculation Analysis. Not applicable.

6. 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:

- Mill and fill (plus AC overlay)
- Full Reconstruction
- Roadbed modification (reconstruction)

Upon completion of the pavement structural investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will apply the design procedures contained in the 1993 AASHTO Guide for Design of Pavement Structures and the 2021 RTC Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

7. Conduct Life-Cycle Cost Analysis. (Not Applicable)

8. 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.

9. Utility Investigation/Depiction

a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.F, Preliminary Design.

b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C.

c. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a

reimbursement agreement and/or incorporation of the utility work into the RTC plans. Monthly utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed four (4) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% & 90%) to utility agencies for review and comment and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from RTC to pothole a sufficient number of locations to make such a determination, as part of Task 2.1I, Design Contingency.

10. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.B (with the exception of the utility investigation task) shall be submitted by report with backup documentation. The pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1C. Topographic Mapping

1. Topographic Survey. CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000197939 and the Reno Vertical Control System based on North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will utilize the survey control network to conduct a topographic survey within the Arrowcreek Parkway roadway right-of-way from South Virginia Street to 50' west of the Rubblestone Drive intersection, including 200' northwesterly of the Zolezzi Lane intersection. The survey will consist of gathering survey data associated with ground topography and drainage features, property corners, existing improvements, evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable.

CONSULTANT will obtain current Washoe County's GIS boundary shape files relative to the right-of-way and the boundaries of the parcels which adjoin the roadway. CONSULTANT will utilize this data in conjunction with centerline monuments or property corners found during the topographic survey to geo-reference boundary line work to resolve the project site's boundaries. 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. CONSULTANT will utilize the data gathered during the topographic survey in conjunction with the GIS level boundary base map to prepare a digital base map for the project site.

2.1D. Right-of-Way Engineering (Optional)

1. Preliminary Title Reports. It is estimated that eight (8) temporary construction easements and six (6) permanent easements on eight properties will be required for construction of pedestrian path sidewalk and ramp improvements. CONSULTANT will obtain eight (8) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the 8 title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.
2. Boundary Survey and Legal Descriptions. CONSULTANT will review title reports for an estimated eight (8) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare up to 14 legal descriptions and exhibit figures.

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

3. Right-of-Way Setting. CONSULTANT will participate in a meeting to set the right-of-way requirements for the project. CONSULTANT will prepare

a meeting agenda and meeting summary. CONSULTANT will prepare a right-of-way summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

4. Right-of-Way Maps. CONSULTANT will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

Deliverables:

1. Preliminary title reports and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Right-of-way maps
5. Legal descriptions and exhibits

2.1E. Public Outreach

1. Public Information Meeting. CONSULTANT will prepare applicable exhibits for one (1) public information meeting. A virtual presentation will be made by RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in one (1) pre public information meetings with RTC staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information, two weeks prior to their public release for review and comment.

It is assumed RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables:

1. Public information meeting exhibits
2. One-on-One Meetings with Community Stakeholders. CONSULTANT will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is

anticipated that the CONSULTANT will attend up to two (2) one-on-one presentations and/or meetings during this project. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

1. Community stakeholder meeting exhibits and summaries

2.1.F. Preliminary Design

1. Plans and Estimate. Prepare 50% preliminary Plans and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
2. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal system at the South Virginia Street/Arrowcreek and Zolezzi/Arrowcreek intersections. Work will include:
 - Establishing new equipment locations consistent with the proposed intersection modifications
 - Design for loop stubs
 - Evaluate controller cabinet for replacement
 - Design of new conduit, conductors, push buttons and other equipment
 - ADA accessible design for pedestrian buttons
 - Providing notes, equipment schedules, and conduit/conductor schedules

CONSULTANT will prepare plans, specifications, and estimates for construction of a fiber optic traffic signal interconnect system from Zolezzi Lane to South Virginia Street.

2.1.G. Final Design

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

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile

view, right-of-way lines, cross-sections, and construction/slope limits. The final plan set will include, as a minimum:

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

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

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

- 50% & 90% Plans – Two 11"x17" sets to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.
- 90% Specifications – One hard copy to RTC and electronic (PDF) to Local Entity.
- 100% Plans – Two 11"x17" sets to RTC and one electronic (PDF) set to Local Entity.
- 100% Specifications – One hard copy to RTC and electronic (PDF) to Local Entity.
- Final Working Plan Set – One 22"x34" set to RTC, two 11"x17" sets to RTC and electronic (PDF) set to Local Entity.
- Final Working Specification Document – One set to RTC and electronic (PDF) to Local Entity, 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.

2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.
3. NDOT Right-of-Way Occupancy Permit Application. CONSULTANT will prepare and submit a right-of-way occupancy permit application to NDOT for pedestrian ramp and paving improvements within South Virginia Street. CONSULTANT will attend a pre-submittal meeting with NDOT to identify the category and requirements of the permit application, complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT's fee estimate. CONSULTANT assumes a traffic impact study, stormwater pollution prevention plan, and noxious weed management checklist will not be required.

2.1.H. Bidding Services

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

2.1.I. Design Contingency (Optional)

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

2.1.J - O Construction Services (Optional) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.J. Contract Administration (Optional)

1. Provide contract administration services as follows:

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

2.1.K. Construction Surveying (Optional)

Provide construction staking as follows:

- One set of stakes for the roadway improvements will consist of offset and when required line stakes for proposed curb and gutter, sidewalk, pedestrian ramps, driveway aprons, median curbs, and roadway centerline finish grade. Construction stakes will be set at angle points, grade breaks, radius points, centerline pedestrian ramps, pedestrian ramps ¼ points around curb returns, begin and end of driveways, begin and end of curves, and points on line not

to exceed 50' station increments on tangent runs and 25' increments along curves.

- One set of offset and line stakes for storm drain improvements, traffic signals, fiber optic, and other proposed utility improvements
- Upon completion of paving, one set of stakes for locations of water and gas valve risers, utility vaults, sanitary sewer and storm drain manholes and survey monument wells to facilitate their raising to finish grade
- Upon completion of paving, reset of centerline survey monuments

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 40 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 50 hours of field inspection and sampling are anticipated.

2.1.M. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 3 hours for

plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces, and plasticity index.

3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 140 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000 foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.1.N. As-Built Information (Optional)

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

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

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

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

2.1.O Construction Contingency (Optional)

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

PRELIMINARY PROJECT SCHEDULE

PECKHAM LANE			
Milestone	Begin	End	Duration
RTC Board Approval	09/17/2021		
NTP	09/24/2021		
Investigation of Existing Conditions	10/04/2021	11/12/2021	6 weeks
Preliminary Design	11/15/2021	12/10/2021	4 weeks
Final Design including reviews	01/10/2022	05/27/2022	20 weeks
Utility Coordination	January 2022	April 2022	4 months
Public Information Meeting	September 2022	September 2022	1 day
Right of Way	March 2022	October 2022	8 months
Advertise	November 2022	November 2022	4 weeks
Construction NTP	March 2023		
Construction Completion	May 2023		8 weeks

KEY PERSONNEL

Key personnel assigned to this project include:

- Angie Hueftle, PE – Project Manager
- Franz Haidinger, PE – QA/QC
- Sean Teeter – Senior Designer
- Jeff Stempihar, PE – Materials Engineer
- Dick Minto – Construction Management/Inspection
- Erik Lee, PE (BBV) – Topographic Mapping and Survey
- Grant Alexander, PLS (BBV) – Right-of-Way Services
- Headway Transportation – Traffic Design
- CME – Laboratory Services and Materials Testing

Sample

**Exhibit B
Cost Proposal
Arrowcreek Parkway**

Item	Description	Project Manager/Principal Engineer		Associate Engineer		Project Engineer		Senior Designer		Staff Engineer/Sr. Construction Manager		Sr. Technician/Inspector		CAD Technician		Clerical		Expenses		Subconsultants		Totals							
		Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Non Labor	Markup	Cost	Markup	# of Hours	Cost				
2.1A	Project Management	215	30	\$ 6,450.00	215	\$ -	165	\$ -	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	18	\$ 1,620.00	100	5	\$ 105.00	0	\$ -	48	\$ 8,175.00			
	2. Project Coordination	215	16	\$ 3,440.00	215	\$ -	165	\$ -	155	\$ 5,580.00	145	\$ -	125	\$ -	120	\$ -	90	2	\$ 42.00	40	2	\$ 84.00	0	\$ -	52	\$ 9,062.00			
	Sub-Totals		46	\$ 9,890.00		0	\$ -		0	\$ -	36	\$ 5,580.00		0	\$ -		0	18	\$ 1,620.00		7	\$ 283.50		100	\$ 17,237.00				
2.1B	Investigation of Existing Conditions	270	1	\$ 270.00	215	\$ 215.00	165	\$ -	155	\$ -	145	\$ 870.00	125	\$ 1,000.00	120	\$ -	90	\$ -	100	\$ 100.00	0	\$ -	16	\$ 2,455.00					
	2.a. Condition Survey	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ 580.00	125	\$ 500.00	120	\$ -	90	\$ -	100	\$ 100.00	0	\$ -	8	\$ 1,180.00					
	2.b. Curb/Gutter Survey	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ 290.00	125	\$ -	120	\$ -	90	\$ -	100	\$ 100.00	0	\$ -	7	\$ 1,165.00					
	3.a. Traffic Analysis	270	\$ 270.00	215	\$ 430.00	165	\$ 330.00	155	\$ -	145	\$ 870.00	125	\$ -	120	\$ -	90	\$ -	4500	\$ 4,500.00	5800	290.00	\$ 6,090.00	11	\$ 12,490.00					
	4. Pavement Structural Investigation	270	\$ -		215	\$ 430.00	165	\$ 660.00	155	\$ -	145	\$ 1,160.00	125	\$ -	120	\$ -	90	\$ -	0	\$ -	0	\$ -	14	\$ 2,250.00					
	5. Develop Feasible Alternative	270	2	\$ 540.00	215	\$ 215.00	165	\$ 330.00	155	\$ -	145	\$ 580.00	125	\$ -	120	\$ -	90	\$ -	0	\$ -	0	\$ -	9	\$ 1,665.00					
	6. Develop Recommended Alternative	270	2	\$ 540.00	215	\$ 215.00	165	\$ -	155	\$ 1,860.00	145	\$ 24	\$ 3,480.00	125	\$ -	120	\$ -	90	\$ 360.00	25	1.25	\$ 26.25	0	\$ -	42	\$ 6,266.25			
	9.a and 9.b. Utility Investigation	270	3	\$ 810.00	215	\$ -	165	\$ -	155	\$ 3,100.00	145	\$ 16	\$ 2,320.00	125	\$ -	120	\$ -	90	\$ 360.00	200	10	\$ 210.00	0	\$ -	43	\$ 6,800.00			
	9.c Utility Coordination	270	2	\$ 540.00	215	\$ 645.00	165	\$ 1,320.00	155	\$ -	145	\$ 16	\$ 2,320.00	125	\$ -	120	\$ -	90	\$ 360.00	0	\$ -	0	\$ -	33	\$ 5,185.00				
	10. Prepare Written Report	270	11	\$ 2,970.00	215	\$ 2,150.00	165	\$ 3,300.00	155	\$ 4,960.00	145	\$ 86	\$ 12,470.00	125	\$ 1,500.00	120	\$ 0	12	\$ 1,080.00			\$ 4,936.25		6,090.00	183	\$ 39,456.25			
	Sub-Totals		11	\$ 2,970.00		10	\$ 2,150.00		20	\$ 3,300.00		32	\$ 4,960.00		86	\$ 12,470.00		12	\$ 1,080.00			\$ 4,936.25		6,090.00	183	\$ 39,456.25			
2.1C	Topographic Mapping	270	\$ -		215	\$ -	165	\$ -	155	\$ 930.00	145	\$ -	125	\$ -	120	\$ -	90	\$ -		0	\$ -	11400	570	\$ 11,970.00	6	\$ 12,900.00			
2.1D	Right of Way Engineering (Optional)	270	2	\$ 540.00	215	\$ -	165	\$ 660.00	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ -	5600	280	\$ 5,880.00	0	\$ -	6	\$ 7,080.00				
	1. Preliminary Title Reports	270	1	\$ 270.00	215	\$ -	165	\$ 660.00	155	\$ 2,480.00	145	\$ -	125	\$ -	120	\$ -	90	\$ -	100	5	\$ 105.00	16600	830	\$ 17,430.00	21	\$ 20,945.00			
	2. Boundary Survey and Legal Descriptions	270	2	\$ 540.00	215	\$ -	165	\$ 2,640.00	155	\$ 8	\$ 1,240.00	145	\$ -	125	\$ -	120	\$ -	90	\$ -	50	2.5	\$ 52.50	0	\$ -	26	\$ 4,472.50			
	3. Right of Way Setting	270	1	\$ 270.00	215	\$ -	165	\$ 330.00	155	\$ 2	\$ 310.00	145	\$ 8	\$ 1,160.00	125	\$ -	120	\$ 2,400.00	20	\$ 2,400.00	90	\$ -	25	1.25	\$ 26.25	0	\$ -	33	\$ 4,496.25
	Sub-Totals		6	\$ 1,620.00		0	\$ -	26	\$ 4,290.00		26	\$ 4,030.00		8	\$ 1,160.00		0	20	\$ 2,400.00			\$ 6,063.75		17,430.00	86	\$ 36,993.75			
2.1E	Public Outreach	270	1	\$ 270.00	215	\$ -	165	\$ 660.00	155	\$ -	145	\$ 1,450.00	125	\$ -	120	\$ -	90	\$ -	0	\$ -	25	1.25	\$ 26.25	0	\$ -	15	\$ 2,380.00		
	Sub-Totals		2	\$ 540.00		0	\$ -	12	\$ 1,980.00		0	\$ -	10	\$ 1,450.00		0	\$ -	90	\$ -	25	1.25	\$ 26.25	0	\$ -	9	\$ 1,616.25			
2.1F	Preliminary Design	270	8	\$ 2,160.00	215	\$ -	165	\$ 2,970.00	155	\$ 50	\$ 7,750.00	145	\$ 40	\$ 5,800.00	125	\$ -	120	\$ 3,600.00	90	\$ -	75	3.75	\$ 78.75	0	\$ -	146	\$ 22,356.75		
	Sub-Totals		2	\$ 540.00		0	\$ -	4	\$ 660.00		16	\$ 2,480.00		145	\$ -	125	\$ -	90	\$ -	0	\$ -	13000	650	\$ 13,650.00	22	\$ 17,330.00			
	Sub-Totals		10	\$ 2,700.00		0	\$ -	22	\$ 3,630.00		66	\$ 10,230.00		40	\$ 5,800.00		0	\$ -	3,600.00			\$ 78.75		13,650.00	138	\$ 39,688.75			
2.1G	Final Design	270	14	\$ 3,780.00	215	\$ -	165	\$ 4,620.00	155	\$ 52	\$ 8,060.00	145	\$ 30	\$ 4,350.00	125	\$ -	120	\$ 4,800.00	90	\$ 720.00	150	7.5	\$ 157.50	16000	800	\$ 16,800.00	172	\$ 43,287.50	
	1.a Prepare 90% PS&E	270	6	\$ 1,620.00	215	\$ -	165	\$ 2,310.00	155	\$ 20	\$ 3,100.00	145	\$ 20	\$ 2,900.00	125	\$ -	120	\$ -	90	\$ -	6000	300	\$ 6,300.00	60	\$ 16,230.00				
	1.a (cont'd) 100% and Final PS&E	270	2	\$ 540.00	215	\$ -	165	\$ 1,650.00	155	\$ 6	\$ 930.00	145	\$ 8	\$ 1,160.00	125	\$ -	120	\$ -	90	\$ -	0	\$ -	0	\$ -	26	\$ 4,280.00			
	2. Prepare Final Engineer's Estimate	270	6	\$ 1,620.00	215	\$ -	165	\$ 2,970.00	155	\$ 18	\$ 2,970.00	145	\$ 24	\$ 3,480.00	125	\$ -	120	\$ -	90	\$ -	250	12.5	\$ 262.50	0	\$ -	48	\$ 8,332.50		
	Sub-Totals		28	\$ 7,560.00		0	\$ -	70	\$ 11,550.00		78	\$ 12,090.00		82	\$ 11,890.00		0	\$ -	4,800.00			\$ 420.00		23,100.00	306	\$ 72,130.00			
2.1H	Bidding Services	270	1	\$ 270.00	215	\$ -	165	\$ 165.00	155	\$ 4	\$ 620.00	145	\$ -	125	\$ -	120	\$ -	90	\$ 180.00	0	\$ -	0	\$ -	7	\$ 965.00				
	1. Distribute Final PS&E	270	1	\$ 270.00	215	\$ -	165	\$ 990.00	155	\$ 6	\$ 990.00	145	\$ -	125	\$ -	120	\$ -	90	\$ -	25	1.25	\$ 26.25	0	\$ -	19	\$ 3,146.25			
	2. Conduct Pre-Bid Meeting & Addenda	270	\$ -		215	\$ -	165	\$ 660.00	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ 360.00	0	\$ -	0	\$ -	8	\$ 1,020.00					
	Sub-Totals		1	\$ 270.00		0	\$ -	11	\$ 1,815.00		16	\$ 2,480.00		0	\$ -		0	\$ -	6	\$ 540.00			\$ 26.25		34	\$ 5,131.25			
2.1I	Design Contingency (Optional)																								\$ 15,000.00				
	Sub-Total Design Services		104	\$ 25,550.00		10	\$ 2,150.00		161	\$ 26,565.00		260	\$ 40,300.00		228	\$ 32,770.00		12	\$ 1,500.00		60	\$ 10,800.00		44	\$ 3,960.00	\$ 11,698.25	\$ 72,240.00	877	\$ 242,533.25
2.1J-O	Construction Services (Optional)	270	6	\$ 1,620.00	215	\$ -	165	\$ -	155	\$ 24	\$ 3,720.00	145	\$ 90	\$ 13,050.00	125	\$ -	120	\$ -	90	\$ 2,160.00	0	\$ -	12500	625	\$ 13,125.00	144	\$ 33,675.00		
	J. Contract Administration (Optional)	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ -	21500	1075	\$ 22,575.00	0	\$ -	0	\$ -	22,575.00			
	K. Construction Surveying (Optional)	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ -	4000	\$ 4,000.00	8570	428.5	\$ 8,998.50	400	\$ 82,998.50				
	L. Inspection (Optional)	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			
	M. Material Testing (Optional)	270	2	\$ 540.00	215	\$ -	165	\$ -	155	\$ 6	\$ 930.00	145	\$ 16	\$ 2,320.00	125	\$ 8	\$ 1,000.00	120	\$ -	90	\$ -	50	2.5	\$ 52.50	2500	125	\$ 2,625.00	32	\$ 7,467.50
	N. As-Builts (Optional)	270	\$ -		215	\$ -	165	\$ -	155	\$ -	145	\$ -	125	\$ -	120	\$ -	90	\$ -	0	\$ -	0	\$ -	43302	2165.1	\$ 45,467.10	0	\$ 45,467.10		
	Sub-Total Construction Services (Optional)		8	\$ 2,160.00		0	\$ -	0	\$ -	30	\$ 4,650.00		106	\$ 15,370.00		408	\$ 51,000.00		0	\$ -	24	\$ 2,160.00			\$ 4,052.50	\$ 92,790.60	576	\$ 187,183.10	
	GRAND TOTALS		112	\$ 27,710.00		10	\$ 2,150.00		161	\$ 26,565.00		290	\$ 44,950.00		332	\$ 48,140.00		420	\$ 52,500.00		60	\$ 10,800.00		68	\$ 6,120.00	\$ 15,750.75	\$ 165,030.60	1453	\$ 429,716.35

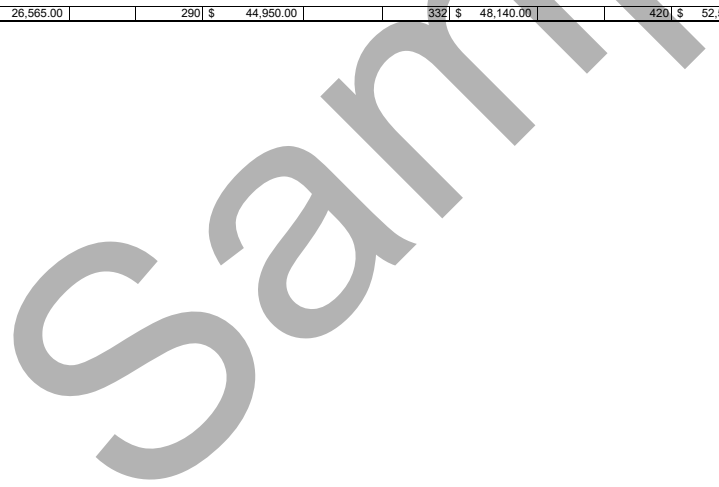


Exhibit C

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

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

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Sample



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Authorize a request for proposals for the Intelligent Transportation Systems Strategic Master Plan (ITS SMP).

BACKGROUND AND DISCUSSION

The Regional Transportation Commission of Washoe County (RTC) seeks to develop an Intelligent Transportation System (ITS) Strategic Master Plan (SMP) that will establish the region’s long-term vision and goals (2040), including a time-phased implementation plan and an update to the Concept of Operations (ConOps) completed in 2010 and associated addendum in 2016.

The 2016 ConOps set the groundwork of the Center to Center network that allows agencies to share data and video streams allowing real time assessment of traffic operations.

This authorization will allow staff to issue the RFP and select the most qualified consultant from the proposals received.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Scope of Services
- B. Evaluation Factors

SCOPE OF SERVICES

Introduction

The Regional Transportation Commission of Washoe County (RTC) seeks to develop an Intelligent Transportation System (ITS) Strategic Master Plan (SMP) that will establish the region's long-term vision and goals (2050) including a time-phased implementation plan and an update to the Concept of Operations Truckee Meadows Collaborative Traffic Management plan completed in 2010 and associated Concept of Operations addendum in 2016.

Background

The RTC is an agency responsible for all transportation system policy, planning, construction and operation for Washoe County. In this capacity, the RTC is a leader in ITS initiatives for the Northern Nevada region. For example, RTC developed the Truckee Meadows Collaborative Traffic Management report in close consultation with the Nevada Department of Transportation (NDOT), Federal Highway Administration (FHWA), and the cities of Reno and Sparks.

In continuation of these ITS efforts, RTC recognizes that the Truckee Meadows area continues to grow thereby exacerbating the need for cooperation and interoperation. Several transportation agencies in the Truckee Meadows area maintain and operate portions of the regional intelligent transportation system.

Previous ITS projects include:

Traffic Management 1 – ITS Pilot Project, budget \$1,000,000

Traffic Management 2A, budget \$1,000,000

Traffic Management 2B, budget \$1,000,000

Traffic Management 3, budget \$1,500,000

Traffic Management 4, budget \$1,750,000

Future ITS projects are anticipated to have a yearly budget of \$3,000,000

Task 1 – Project Management and Communications

This task will include a kick-off meeting with the Regional Transportation Commission's (RTC) Project Team and the Consultant to map out project objectives, discuss meeting dates, discuss key milestones and deliverables, and discuss stakeholder outreach. ITS vision and goals talking points will be discussed at the project kick-off meeting with the RTC Project Team.

The RTC Project Team will consist of traffic operations staff from City of Reno, City of Sparks, Washoe County and the Nevada Department of Transportation (NDOT).

This task will include recurring meetings with the RTC Project Team at key points in the project to review project status, outcomes, results and recommendations. RTC Project Team meetings will be held at the RTC of Washoe County or remotely. The Consultant will develop agendas for the RTC Project Team

Intelligent Transportation Systems (ITS) Strategic Master Plan

meetings and summarize the discussion points and action items. The RTC Project Team will provide input toward and review all project deliverables.

This task will also include monthly project management activities, including:

Prepare monthly invoices and progress reports, which will outline key task activities and percentage complete, as well as identify next steps or project issues and action items. Progress calls between the Consultant team and the RTC's Project Manager to discuss project activities and status (once per month).

Deliverables:

- Project management, coordination and administration
- Meeting agendas and summaries for the kick-off meeting and RTC Project Team progress meetings
- Monthly invoices and progress reports

Task 2 – Inventory

The Consultant will review the inventory of existing ITS devices and network infrastructure. This task will include a review of the City of Reno, City of Sparks, RTC and Washoe County planned Capital Improvement Programs (CIP) and Regional Transportation Improvement Program (RTIP) as well as major developments in the region that will impact the transportation network. The Consultant will provide ITS inventory update maps in format compatible with previous KMZ file or provide a recommendation for future inventory.

Deliverables:

- ITS inventory update in KMZ format or recommended format
- Recommendation of file storage and information sharing
- Draft and Final Technical Memorandum #1 – ITS Inventory Report

Task 3 – ITS Deployment Recommendations

Consultant will examine previous Concept of Operations (Truckee Meadows Collaborative Traffic Management - Final Report v5), Concept of Operations Addendum and System Engineering Management Plan (SEMP.v4) and provide recommendations for future regional ITS conformity.

The Consultant will use the input collected in the previous task to develop deployment and integration strategies. ITS deployment strategies will focus on those steps needed to deploy, operate, integrate, and maintain the ITS program. Strategies will include such items as:

- Developing a plan that focuses on strategies for building out the ITS communication network in the mid-term and long-term timeframe.
- Evaluations and vision for existing field technologies (such as CCTV, DMS, signal controllers, detectors, preemption)
- Evaluations and vision future field technologies (such as wrong way detection, artificial intelligence, other situational awareness technologies, public Wi-Fi, CV2x, adaptive signal control)

Intelligent Transportation Systems (ITS) Strategic Master Plan

- Virtual TMC upgrades, Center to Center (C2C) Network expansion, C2C software, mobility data acquisition, mobility applications, operations optimization, ITS guidelines, regional plan for autonomous vehicles /connected vehicles (AV/CV), public private partnerships (PPP), data sharing between agencies and departments, staffing, training, data sharing with public, asset management.
- Recommending a strategy for formalizing ITS design standards and specifications for ITS projects the RTC implements in the future. This will include a summary of other agencies that have existing details and specifications that the RTC could leverage.

Strategies will be developed to support a range of operational areas including traffic management and operations, inter-agency coordination, work zone management, and traveler information. For each recommended strategy in the mid-term timeframe, the Consultant will include the following:

- Strategy name
- Brief strategy description
- Implementation timeframe (year) Lead and supporting/coordinating agencies
- Mapping to ITS goals and objectives; Coordination with other projects/programs and regional initiatives
- Staff resources required for implementation, operations and maintenance
- Planning level cost estimates.

A maintenance plan for equipment and systems will be developed to identify the equipment replacement needs in the mid-term and long-term. This maintenance plan will be considering existing infrastructure and recommendations for frequency of preventative and replacement activities for the future of the ITS program devices and systems. Consideration for the funding levels to maintain the current and future ITS program operations will be included in this task.

Deliverables:

- Draft and Final Technical Memorandum #2 – ITS Deployment Plan

Task 4 – Implementation Plan

The Consultant will prepare an Implementation Plan that outlines the mid-term and long-term action items for the RTC and summarizes the priorities for the RTC ITS program.

The Consultant will prepare prioritization criteria to identify the mid-term action items for the RTC. The Implementation Plan will include a phasing plan for deployment/integration/upgrades/replacement, and will focus on the mid-term timeframe, with additional strategies noted for longer term.

The phasing plan will consider operational enhancements that are needed to support the growing ITS program. The yearly summary will also include potential opportunities to coordinate with other capital improvements, when additional staffing will be needed, strategies for outreach about the ITS program, and considerations the timing of key regional initiatives.

Intelligent Transportation Systems (ITS) Strategic Master Plan

The Consultant will develop a high-level schematic map showing priority corridors a description of the recommended technologies and operational opportunities that would be beneficial to utilize along those priority corridors.

As part of the Implementation Plan, the Consultant will prepare a list of recommended supporting documents that will be needed to achieve the vision and operational priorities of the ITS program.

The Implementation Plan will also include a process that the RTC can use to review and update the ITS Strategic Plan on a periodic basis as the RTC's ITS program matures.

The Consultant will summarize the outcomes from this task into draft Technical Memorandum #3. An electronic draft will be provided to the RTC for review and comment.

Deliverable:

- Opportunities for coordinating ITS deployment with other capital improvement projects on the region's major arterials.
- Priority Corridor Map
- Draft and Final Technical Memoranda #3 – Implementation Plan

Task 5 – Final ITS Strategic Plan

For the final Strategic Plan, the Consultant will incorporate comments received on the draft technical memoranda and prepare final versions of the technical memoranda, which will serve as chapters of the Strategic Plan document. The Consultant will develop an Executive Summary. The Executive Summary will note the vision and operational priorities, key outcomes, and priority recommendations, and the Implementation Plan phasing recommendations. A draft Executive Summary and draft ITS Strategic Plan will be provided to the RTC's Project Manager for review. Comments received will be incorporated into final versions of both documents.

The Consultant will develop a matrix of ITS strategies for devices, systems, and integration projects that could potentially require ITS Architecture project conformity to apply for federal funding.

The final Strategic Plan will be provided to the RTC Project Team in electronic format (.pdf and MS Word). Consultant shall provide all source files for all figures, diagrams, tables, drawings, sketches, etc. as separate files additionally. One electric copy and one copy of a printed notebook with the final presentation and final ITS Strategic Plan will be provided to the RTC Project Team. The Consultant will develop an ITS Plan summary presentation including the ITS Vision and ITS goals for staff to present to the RTC Board. The RTC's Project Manager will review and provide input on the presentation in order to finalize.

Deliverables:

- Matrix of ITS strategies for ITS Architecture conformity
- Draft Executive Summary
- Draft ITS Strategic Plan
- Final Executive Summary and ITS Strategic Plan (provided electronically and in one notebook)
- Final Regional Transportation Commission ITS Strategic Plan PowerPoint presentation

Intelligent Transportation Systems (ITS) Strategic Master Plan

- Two formal presentations

Project Schedule

The Consultant will complete project tasks and deliverables within a 12-month timeframe. Consultant to provide a schedule which assumes draft deliverable review by the RTC's Project Manager and RTC Project Team, and final comments incorporated into the Final Strategic Plan documents. The project schedule will be reviewed with the Project Manager and RTC Project Team at the kick-off meeting.

Sample



EVALUATION/SCORING SHEET

RFP IDENTIFICATION #20220009

Proposer Name: _____

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

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 1 – Project Approach: Proposer’s approach to identify and implement the project requirements in the Scope of Services. a) Describe the Project Team’s understanding of the project and associated requirements contained in Exhibit A - Scope of Services. b) Identify and describe specific methods used to complete each project requirement (specific to project).</p>	30%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
<p>Factor 2 – Firm Experience: Briefly describe relevant projects completed by the Project Team by providing the following information for each relevant project: a) Project owner and reference (include name, current phone number, and title/role during the project); b) Description of the services provided by the Project Team on each project; c) List the Project Team members that worked on each project and their role on the project; d) Dates the services were provided, if the services were provided on schedule and a brief description of any schedule issues; e) Original agreement cost for services and a brief description of any amendments; f) Describe the notable successes with the services.</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):

ATTACHMENT B

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 3 – Project Team:</p> <p>a) Teams will be evaluated based on the individual experience, technical capabilities and education of each proposed project staff member. State the license(s) and certification(s) of the firm and/or individuals.</p> <p>b) Provide an organizational chart of the Project Team, including sub-consultant(s), and the responsibilities of the team members;</p> <p>c) Explain why the Project Manager is best suited for this project scope</p> <p>d) Include resumes of all proposed project staff members.</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
<p>Factor 4 – Local Knowledge and Experience:</p> <p>a) Project teams will be evaluated based on their understanding and experience with current ITS facilities and devices in the Washoe County area. Identify the Project Team’s understanding of the existing ITS network and identify any potential project challenges, opportunities, and unusual circumstances that should be consider during this master plan.</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
<p>Factor 5 – Availability and Capacity:</p> <p>a) Demonstrate the anticipated availability of the key personnel for the duration of the project. Specify if the availability of the key personnel will change during the project. List significant projects that the key personnel are 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 capacity of the Project Team to meet the needs of the project. Consider the prime consultant’s and sub-consultant’s depth of staffing and other resources.</p> <p>c) Provide a commitment that the proposer will provide key personnel</p>	10%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):

ATTACHMENT B

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
TOTAL:	100%	100				

Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____

Sample



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.10

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve lease agreements with Greyhound Lines, Inc., and My Ride to Work for the continued lease of office and bus bay space at Centennial Plaza.

BACKGROUND AND DISCUSSION

In 2018, RTC determined that there was extra office and bus bay space available at Centennial Plaza available for use by private intercity or charter transportation operators, as RTC had previously leased bus bay space to MegaBus (2012) and Silverado Stages, Inc. (2015). Pursuant to 49 U.S.C. § 5323(r), “Reasonable Access to Public Transportation Facilities,” recipients of federal funding may not “deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities.” Upon the recommendation of FTA, RTC issued an advertisement notifying potential users of the opportunity to lease the space.

Following a competitive proposal process, RTC selected the proposals of Greyhound Lines, Inc., (Greyhound) and My Ride to Work (MRTW) and then negotiated lease agreements. Greyhound leases office space and two bus bays. MRTW leases three bus bays. RTC sent the leases to the FTA for review and approval. In October 2018, the parties executed the leases. Following execution, the City of Sparks expressed concerns to RTC that Greyhound’s use was not authorized under RTC’s Special Use Permit for Centennial Plaza. On February 7, 2019, the City of Sparks approved an application from Greyhound for a Conditional Use Permit which avoided any dispute over whether or not its use was authorized.

The lease agreements generate \$74,400 in annual revenues for RTC’s transit system and there has been no interference with RTC’s transit operations. The terms of the lease agreements comply with the requirements in FTA Circular 5010.1E and are favorable to RTC in terms of flexibility. The current lease agreements will expire on October 31, 2021, (MRTW) and November 30, 2021, (Greyhound). Staff recommends that RTC enter into new lease agreements with MRTW and Greyhound, on substantially the same terms as the current leases, for a based period of three years with automatic annual renewal terms thereafter.

FISCAL IMPACT

There is no fiscal impact. The leases will continue to generate revenue for transit operations.

PREVIOUS ACTIONS BY BOARD

August 17, 2018 Authorized the Executive Director to advertise the availability of space for lease at Centennial Plaza and to negotiate and execute lease agreements with successful applicants after approval of the lease agreement by the Federal Transit Administration (FTA).

ATTACHMENT(S)

- A. Lease Agreement with Greyhound Lines, Inc.
- B. Lease Agreement with My Ride to Work

LEASE AGREEMENT

LANDLORD:

The Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno, Nevada 89502

TENANT:

Greyhound Lines, Inc.
350 N. St. Paul Street
Dallas, Texas 75201
Attn: Legal Dept.

EXHIBITS:

EXHIBIT A: Centennial Plaza / Premises Site Plan
EXHIBIT B: Tenant's approved levels of service and schedule
EXHIBIT C: RTC Management Policy P-31

- 1) **DATE.** This Lease Agreement ("Lease") is made to be effective as of December 1, 2021.
- 2) **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord for the term, at the rental, and upon all the terms, covenants and conditions set forth herein, the following real property (the "Premises"):

As used herein, the term "Premises" shall mean, collectively, exclusive use of the space described on Exhibit "A" as "Bays N and O" and "Ticket Office Room". The Premises are part of a larger regional bus terminal facility operated by Landlord named Centennial Plaza ("Centennial Plaza"). Tenant shall also have the nonexclusive use of the customer waiting facilities and restrooms located in the terminal building of Centennial Plaza (the "Building") as depicted in Exhibit "A" attached hereto and hereby incorporated herein by reference. For the avoidance of doubt, the exclusive and nonexclusive spaces referenced above are collectively part of the Premises. The address of the Premises is 1421 Victorian Avenue, Sparks, Nevada 89432 (the "Property").
- 3) **TERM.** The term of this Lease ("Term") shall commence on December 1, 2021, ("Commencement Date"), and extend for three years thereafter through and including November 30, 2024, unless sooner terminated pursuant to any provision hereof. The Term shall automatically renew for successive one year periods thereafter unless either party provides written notice of intent to terminate this Lease at least 120 days prior to the end of the then current Term. The parties hereto acknowledge that either party shall have the right to terminate this Lease at any time and for any reason upon 120 days prior written notice to the other party.
- 4) **RENT.** Tenant shall pay to Landlord as gross rent (except for additional charges expressly provided for herein) for the use of the Premises equal monthly installments of \$4,700 (the "Rent"), payable in advance, on or before the first day of each calendar month of the Term. The Rent consists of \$500 per month for each bay, and \$3,700 per month for the Ticket Office Room, for the period December 1, 2021, through November 30, 2024. For any successive

annual period beginning December 1, 2024, the Rent shall be raised each year by a percentage equal to the increase in the Consumer Price Index for All Urban Consumers (CPI-U), Western Region, in the preceding twelve calendar months not to exceed 2.5% each year. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Landlord, Attention: Finance Department, at its address set forth above or to such other address as Landlord may designate by notice as provided herein.

- 5) **SECURITY DEPOSIT.** Tenant has paid a security deposit of Nineteen Thousand and NO/100 Dollars (\$19,000.00) (the "Security Deposit"), and Landlord shall continue to hold the same as security for the performance by Tenant of all obligations on the part of Tenant to be performed under this Lease. Upon the occurrence of any Event of Default, Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to draw on and apply all or any portion of the Security Deposit, as necessary to cover Landlord's damages arising from such Event of Default on the part of Tenant under the terms of this Lease.
- 6) **USE OF PREMISES.** The Premises shall be used by Tenant, as expressly provided herein, for the conduct of business operations for bus transportation operations consistent with the schedule of operations set forth in Exhibit "B" hereto. Tenant shall not increase or modify the level of service as described in Exhibit "B" without Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned, it being understood that Landlord may reasonably withhold consent (i) to any proposed change in level of service which would result in having more than two buses at Centennial Plaza at any given time, and (ii) to any proposed change in level of service which would require an extension of the normal hours of the Centennial Plaza. Tenant shall not have more than two buses at Centennial Plaza at any given time. Idling of buses shall be permitted during active loading and unloading only. Landlord will occupy the remainder of the Building in which the Premises is located for its own local, municipal bus operations. Tenant shall comply with, and shall notify its customers and patrons of the terms and conditions of Landlord's rules and policies that Landlord provides to Tenant, including, without limitation, Management Policy P-31, Fixed-Route Transit Passenger and Visitor Standard of Conduct, the most current version of which is attached hereto as Exhibit "C." Landlord reserves the right to enforce such rules and regulations, against all patrons of Centennial Plaza, including, without limitation, Tenant's customers and patrons. Tenant may not operate its "Package Express" or any other freight or package service from the Premises. Tenant acknowledges that Centennial Plaza does not provide dedicated loading or unloading zones for passengers or packages or Tenant employee parking. Tenant shall direct its employees and customers to park off-site.
- 7) **COMPLIANCE WITH LAW.** Landlord represents that as of the Commencement Date, the Premises comply with all applicable law, including the Americans with Disabilities Act ("ADA"). Tenant shall, at Tenant's sole expense, comply in all material respects with all applicable covenants or restrictions of record, laws, ordinances, orders, rules, regulations, of any governmental authorities and with any directive of any public officer which shall impose

any obligation, order or duty upon Landlord or Tenant with respect to the Premises, or the use or occupation thereof including, without limitation, the ADA, its rules and regulations, any similar state or local law or ordinance, and any subsequent legislation, rules and regulations enacted to ensure access by persons with limited mobility, and any other governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health or safety. Tenant shall not use or permit the Premises, Building, or Property to be used in any manner which will result in waste, the creation of a nuisance or violation of any law, statute, rule or regulation, and Tenant shall maintain the Premises and the Building free of any objectionable noises, odors, or disturbances. Tenant shall obtain and maintain all State and local business licenses, franchises, and permits of any kind or nature which may be required by any governmental authority for the operation of Tenant's business from the Premises.

- 8) **LANDLORD'S USE AND OPERATION OF CENTENNIAL PLAZA.** Landlord reserves the right from time to time with reasonable advance notice to Tenant, except in the case of an emergency, when no prior notice shall be required (i) to close temporarily any part or area of Centennial Plaza, including, without limitation the customer waiting facilities and restrooms for necessary Landlord construction, repairs or maintenance; (ii) to make changes to Centennial Plaza, including, without limitation, changes in the location, size, and shape of the customer waiting facilities and restrooms, and relocation of bus bays; (iii) to add additional buildings and improvements to Centennial Plaza; (iv) to designate land outside Centennial Plaza to be part of Centennial Plaza, and in connection with the improvement of such land to add additional buildings and improvements to Centennial Plaza; (v) to use the customer waiting facilities and restrooms while engaged in making additional improvements, repairs, or alterations to Centennial Plaza or to any adjacent land, or any portion thereof; and (vi) to do and perform such other acts and make such other changes in, to, or with respect to Centennial Plaza or the expansion thereof as Landlord may deem reasonably appropriate. Landlord shall endeavor to reasonably minimize the effect upon Tenant's occupancy, access to, or conduct or operation of its business on the Premises when doing or causing anything to be done with respect to other portions of Centennial Plaza. Tenant hereby agrees that Landlord's actions permitted under this Section shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent, provided that all such actions are taken in good faith and further provided that reasonable measures are taken to minimize any adverse impact upon Tenant, the Premises, and Tenant's customers' access to the Premises. Landlord may steam clean bus bays on a periodic basis to remove all accumulated oil and grime, and Tenant agrees to reasonably accommodate Landlord's schedule in conducting such cleaning.
- 9) **QUIET ENJOYMENT.** Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord, except the Landlord's use and operation of Centennial Plaza. If Tenant's use of the Premises is limited or denied through rezoning, environmental

impact edict, or other action of any public or quasi-public agency or governmental authority, this Lease shall terminate as of the effective date of such action and the Rent applying to the unexpired portion of the Term will abate.

- 10) **UTILITIES**. All utility charges incurred in operating the Building shall be paid by Landlord.
- 11) **ALTERATIONS, IMPROVEMENTS AND ADDITIONS**. Landlord will replace the flooring in the Ticket Office Room with concrete flooring prior to the Commencement Date. Except as permitted herein, Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, or additions in, on or about the Premises. Landlord may withhold consent to any requested alterations in its discretion. Upon expiration or earlier termination of this Lease, Tenant shall remove its ticket kiosk and any approved alterations, improvements, or additions made by Tenant in, on or about the Premises. Any personal property, trade fixtures, alterations, improvements, or additions not removed by Tenant at the end of the Term shall be deemed abandoned and may be disposed of by Landlord in the manner provided by Section 118C.230 of the Nevada Revised Statutes. Tenant shall repair any material damage to the Premises or Centennial Plaza caused by Tenant's removal of its personal property, trade fixtures, alterations, improvements, or additions, whether or not such removal is required by Landlord. Landlord shall, at its sole expense, make any alterations, improvements or additions to the Premises (structural or non-structural) that may be required on account of any existing or future laws of any governmental authority, except alterations, improvements or additions to the Premises as may be required solely by reason of the nature of Tenant's business.
- 12) **RELOCATION**. Landlord shall have the right at its sole cost and expense, at any time prior to commencement of the term of the Lease and at any time thereafter from time to time upon ninety (90) days' prior written notice to Tenant, to relocate the bus bays used by Tenant at Centennial Plaza to other premises ("New Premises") within Centennial Plaza; subject, however, to the following terms and conditions: (a) the New Premises shall consist of approximately the same number of square feet as the Premises; (b) the New Premises shall be leased to Tenant on the same terms and conditions as provided in this Lease, except that there shall be a proportionate adjustment of Rent to reflect the square footage in the New Premises.
- 13) **ADVERTISEMENTS AND SIGNS**. Tenant shall not conduct or permit to be conducted any sale by auction on the Premises. Tenant shall not place or permit to be placed on the Premises any interior or exterior sign, advertisement, decoration, marquee, banner, window paint or awning that is visible from the exterior of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant, upon request of Landlord, shall immediately remove any such sign, advertisement, decoration, marquee, banner, window paint or awning which, in the opinion of Landlord, is objectionable or offensive, and if Tenant fails so to do within a reasonable amount of time, not to exceed five (5) business days, Landlord may enter said Premises and remove the same.

Not later than the expiration or earlier termination of this Lease, or any extension, Tenant shall remove all its signs provided that any damage caused by removal shall be repaired at Tenant's sole cost and expense. All signs shall be maintained by Tenant at its sole cost and expense. Except for signs which have been previously approved by Landlord in writing, Tenant shall not use any signage, advertising, or promotional medium which may be heard or experienced outside of the Premises (such as searchlights, barkers or loudspeakers). Tenant shall not distribute or cause to be distributed handbills or circulars to patrons of Centennial Plaza or to cars in the parking lots, nor engage in any similar form of direct advertising in Centennial Plaza. Landlord agrees that Tenant may install signage identifying Tenant's business within Centennial Plaza as depicted in Exhibit "A." All such signage shall be consistent with Landlord's existing design standards for Centennial Plaza and shall comply with all applicable laws and regulations. No further signage shall be permitted without Landlord's prior written consent. Tenant shall, at its sole cost and expense, remove all approved signage at the expiration or earlier termination of this Lease and restore the Premises and other areas of Centennial Plaza to the same condition and appearance as existed prior to installation of such approved signage.

14) **COVENANT AGAINST LIENS.** Tenant shall not cause or permit any lien or encumbrance of any kind whatsoever, if created or caused by the act of Tenant, to attach to or be placed upon Centennial Plaza or Premises. Landlord shall have the right at all times to post and keep posted on the Premises any notice that it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against Centennial Plaza or the Premises, or any portion thereof, with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause such lien to be released and removed of record within thirty (30) days after the recording of such lien against Centennial Plaza or Premises or post an appropriate bond, pre-approved by Landlord in writing, within such thirty (30) day period. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed (or Tenant has not posted an appropriate bond necessary to release such liens) on or before the date occurring thirty (30) days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action reasonably necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed additional Rent under this Lease and shall be due and payable by Tenant within thirty (30) days following the delivery of written notice to Tenant thereof.

15) **REPAIRS AND MAINTENANCE.**

a) Tenant shall make ordinary interior repairs in and routine cleaning of the portions of the Premises reserved for Tenant's exclusive use. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term,

ordinary wear and tear and damage from casualty excepted. Tenant, in keeping the Ticket Office Room in clean and good order, condition and repair, shall exercise and perform proper maintenance and cleaning practices. Tenant shall also keep the area within 10 feet of the Ticket Office Room free from any debris, papers or dirt that accumulate as a result of Tenant's occupancy of the Premises, during the Term of the Lease. Tenant shall keep the bus bays in broom clean condition, free of oil or other fluids, trash, and debris.

- b) Landlord shall maintain and make any exterior repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC system, sprinkler system, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus bays, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthenings, alterations, reconstructions, or additions which are deemed necessary or desirable by Landlord. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises and the Centennial Plaza, including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric and other utility lines and all trash removal, janitorial services and maintenance services related to the Premises and the Centennial Plaza, other than maintenance of Tenant's trade fixtures and machinery, which Tenant shall maintain in good and workmanlike condition.
- c) Landlord shall repair any damage caused by Tenant's act or omission, or the act or omission of its agents, employees, passengers, customers or invitees, at Tenant's sole cost and expense. Landlord shall send a bill to Tenant for the actual cost and expense of such repairs which must be paid by Tenant within thirty (30) days of receipt.
- d) Landlord shall change/rekey locks in the event it has to replace any lost, misplaced or stolen keys issued to Tenant, at Tenant's sole cost and expense. Landlord shall send a bill to Tenant for the actual cost and expense of such locks and replacement keys which must be paid by Tenant within thirty (30) days of receipt.

16) **INSURANCE**. Landlord shall maintain throughout the Term, at its sole cost and expense, commercial property insurance covering the building, fixtures, equipment, tenant improvements and betterments against loss or damage to Centennial Plaza in the amount of the full replacement cost thereof. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30). Tenant shall carry commercial property insurance on its furniture, fixtures and equipment (FF&E) as required below. Tenant shall maintain, at its sole cost and expense, a commercial general liability as required below. Tenant shall furnish a certificate of insurance evidencing the aforesaid coverage prior to occupancy and thereafter upon Landlord's written request.

- a) **Tenant's Insurance**. Tenant, at its sole cost and expense, commencing on the earlier of (i) the Commencement Date, or (ii) the date Tenant is given earlier access to the Premises, and continuing during the Term, shall procure, pay for and keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- i) Tenant shall obtain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate. 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, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 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 the Landlord. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall contain a blanket endorsement to be primary with respect to the additional insured.
- ii) Tenant's commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30), including sprinkler leakage coverage, covering one hundred percent (100%) of the full replacement value of its inventory and all other items of personal property of Tenant and Tenant's passengers located on or within the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used for the repair or replacement of the property so insured. As used in this paragraph, "replacement value" means the cost to replace without deduction for depreciation.

Landlord and tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the building, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required above.

- iii) Worker's compensation coverage as required by law, including employer's liability coverage, with a limit of not less than One Million and No/100ths Dollars (\$1,000,000.00), or the amount required by law, whichever is greater. Tenant waives all rights against Landlord and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Tenant shall obtain a blanket endorsement equivalent to WC 00 03 13 to affect this waiver.
- iv) Tenant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and

non-owned autos). Such insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage. Pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Landlord shall be included as an additional insured under a blanket endorsement. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Tenant pursuant to this Lease.

- v) Business interruption or loss of income insurance in amounts sufficient to insure Tenant's business operations for a period of not less than one (1) year. In no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents.
- vi) Pollution and/or Environmental liability insurance for pollution conditions that arise from Tenant's operations on the leased property covering any sudden, accidental or gradual discharge, dispersal, release, escape, or presence of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, low-level radioactive material, radon, electromagnetic fields, medical waste including infectious and pathological waste and waste materials, mold, mildew, fungi or Legionella into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in amounts or concentrations discovered upon the Premises, Centennial Plaza or atmosphere which results in bodily injury, property damage, or violation of any environmental protection law or regulation, with a minimum limit of One Million and No/100ths Dollars (\$1,000,000) per occurrence and in the aggregate; provided, however, that Tenant may self-insure its obligations under this Section.

Landlord and its officers, officials, agents, and employees shall be included as Additional Insureds under a blanket endorsement as their interests appear with respect to liability arising out of the activities performed by or on behalf of Tenant.

Coverage shall include a blanket mutual waiver of subrogation.

Coverage shall include a blanket endorsement indicating that the policy is primary and noncontributory to all other available sources and policies.

- b) Tenant shall deliver to Landlord evidence of each insurance policy listed above, including all endorsements relating to the coverages required hereunder prior to the earlier of (i) the Commencement Date, or (ii) the date Tenant is given earlier access to the Premises, and

thereafter at least thirty (30) days prior to the expiration of any such policy. Throughout the Term, Tenant shall provide Landlord with a certificate of insurance including all endorsements relating to the coverages required under this Lease within fifteen (15) days after Landlord's written request. Each insurance policy shall contain a clause that it cannot be canceled or non-renewed without thirty (30) days prior written notice, except for ten (10) days' notice in the event of non-payment of premium, to Landlord and to any mortgagee or trust deed holder of whom the insurer has been notified in writing. Tenant shall provide for thirty (30) days prior written notice of any material change or reduction in coverage that may result in noncompliance with the insurance requirements outlined herein. The limits of all such insurance carried by Tenant hereunder shall be increased, at Landlord's option, upon the expiration of twenty-four (24) calendar months after the commencement of the term hereof, and upon the expiration of each twenty-four (24) calendar month period thereafter, in an amount determined by Landlord in the commercially reasonable exercise of its discretion. In the event Tenant fails at any time during the term of this Lease to obtain and maintain insurance required to be carried by Tenant hereunder or to provide to Landlord such evidence thereof, Landlord may, but shall not be required, in addition to all other rights and remedies of Landlord hereof, procure such insurance, in which event Tenant shall pay to Landlord, upon demand, the cost and expense thereof. Any waiver of Tenant's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of Landlord. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date. All insurance carried by Tenant shall be issued as a primary policy by an insurance company authorized to do business in the state in which the Premises are located with general policy holder's rating of not less than A- and with a financial rating of not less than Class X, as rated in the most current available "Best's Key Rating Guide", or as otherwise approved by Landlord. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this contract.

- c) Blanket Coverage. Tenant's obligations to carry insurance provided for in this Section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord shall be included as an additional insured under a blanket endorsement to the Commercial General Liability, Automobile Liability and Pollution Liability policies thereunder as their respective interests may appear; and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant shall, upon Landlord's written request, provide certified copies of all policies required to be carried

by Tenant, or a certificate of insurance evidencing such policies, within 10 days of Landlord's written request therefor.

17) **INDEMNITY.**

- a) Tenant, as a material part of the consideration to be rendered to Landlord, shall indemnify, defend and hold harmless the Landlord, its board, employees and consultants (collectively and individually, the "Landlord Parties") from and against any loss by reason of (i) Tenant's breach of this Lease or (ii) injury to person or property, from whatever cause, all or in any way connected with the condition or use of the Premises, the act or omission of Tenant or its invitees, or the improvements or personal property therein or thereon, including, without limitation, any liability or injury to the person or property of the Landlord, its agents, officers, employees, passengers, customers or invitees, except to the extent caused by Landlord's gross negligence or intentional acts or omissions. Tenant shall indemnify, defend and hold harmless Landlord for any damages suffered by Landlord in regard to mechanic's liens as a result of Tenant's failure to comply with the provisions of NRS Chapter 108.
- b) In the event any action, suit or proceeding is brought against any of the Landlord Parties by reason of any such occurrence, Tenant, upon Landlord's request, will at Tenant's sole expense resist and defend with counsel reasonably acceptable to Landlord such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the insurer whose policy covers the occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the Lease term shall survive any termination of this Lease and shall be deemed additional Rent hereunder.
- c) To the extent not prohibited by law and, except for claims relating to Hazardous Materials existing upon the Premises prior to the execution of this Lease or the migration thereon from offsite sources not caused by Tenant after the execution of this Lease, and, subject to Section 18 below, except to the extent resulting from Landlord's gross negligence or willful misconduct, Landlord, its respective officers, agents, servants, and employees shall not be liable for, and are hereby released from, any responsibility for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant due to the Premises or any part thereof or any appurtenances thereof needing repair (including any improvements, materials, or equipment relating to telephone or telecommunication systems), or due to the occurrence of any accident or event in or about Centennial Plaza, or due to any act or neglect of any tenant or occupant of Centennial Plaza, including the Premises, or of any other person. The provisions of this paragraph shall apply particularly, but not exclusively, to damage caused by gas, electricity, steam, sewage, sewer gas or odors, fire, water, or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply whether the damage was due to any of the causes specifically enumerated above or to some other

cause of an entirely different nature, as it is the intent of the parties that Tenant obtain insurance to address such concerns. Tenant further agrees that all personal property upon the Premises or Centennial Plaza shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

- d) The provisions of this Section shall survive the expiration or sooner termination of this Lease.

18) **DAMAGE OR DESTRUCTION.**

- a) General. If the Premises or the Building, are damaged by fire or other casualty but Tenant is able to continue its occupancy and operation from the Premises, Landlord shall, within 45 days after Landlord receives notice of the casualty, notify Tenant of the estimated amount of time it will take to cause the Premises or the Building, as applicable, with the exercise of reasonable diligence and ability to secure necessary funding, to be fit for occupancy from the date of the occurrence of the fire or other casualty (the "Repair Period"). The date of such certification shall be referred to herein as the "Notice Date". If there is damage to the Premises or the Building as described in this Section, and if the Lease is not terminated by Landlord or Tenant pursuant to Subsections b) or c) below, then this Lease shall remain in full force and effect, and the parties shall waive any provisions of any applicable law to the contrary.
- b) Minor Casualty. If the Premises or the Building are damaged by fire or other insured casualty to the extent that the Repair Period specified in the notice does not exceed 270 days, Landlord will diligently pursue the repair of damage to the Building and the Premises, other than Tenant's approved alterations and trade fixtures located therein, repair or replacement of which shall be Tenant's responsibility. In such event, this Lease shall continue in full force and effect; provided, however, that Tenant's Rent will abate to the extent the Premises that are untenable, until such time as Landlord's Work is completed. "Landlord's Work" means restoring the Premises to the condition they were in immediately prior to Tenant's occupancy hereunder, and does not include any alterations, improvements, trade fixtures, inventory or other equipment installed by Tenant.
- c) Major Casualty; End of Lease Term. If (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period specified in the notice exceeds 270 days, or (b) the Premises are materially damaged to any extent by any casualty and, on the Notice Date, the remainder of the Lease Term is less than 24 months, then either party may elect to terminate this Lease by notice to the other party within 30 days after the Notice Date. If the Building, but not the Premises, is damaged by fire or other insured casualty to the extent that the Repair Period specified in the certification exceeds 120 days, then either party may elect to terminate this Lease by notice to the other within 30 days after the Notice Date. If this Lease is not terminated within such 30-day period,

Landlord shall diligently pursue the repair of damage to Landlord's Work upon the Premises

- d) Limitation. So long as Landlord is carrying the insurance required pursuant to this Lease, then notwithstanding the provisions of Subsections a) and b) above, if the proceeds of Landlord's Insurance are insufficient to pay for the repair of any damage to the Premises or the Building, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or terminate this Lease as of the date of such casualty by notice to Tenant within 30 days after Landlord receives notice from its insurer that either the proceeds are insufficient to pay for the repair or the casualty is not insured under Landlord's insurance. In no event will there will be any abatement of Rent in the event of any casualty, it being understood that Tenant shall rely on its business interruption insurance coverage for any time period during which Tenant is unable to operate its business in the Premises.
- e) Tenant's Repair. If Landlord is obligated or elects to repair any damage upon the Premises, Tenant shall promptly replace or fully repair all of Tenant's personal property and Tenant installed improvements and any inventory, goods, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Tenant. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

19) **CONDEMNATION**.

- a) Taking. If the whole or any part of the Premises are acquired or condemned by eminent domain (or conveyed by Landlord in lieu of such exercise) for any public or quasi-public use or purpose (a "Taking"), then this Lease shall terminate as of the date possession of the Premises is transferred to the condemning authority (the "Termination Date"). In such event, all Rent shall be paid up to the Termination Date, and Tenant shall have no claim against Landlord for the value of any unexpired Term, but Tenant may make its own claim with the condemning authority.

20) **ASSIGNMENT AND SUBLETTING**.

- a) General. Landlord's agreement to enter into this Lease is based on the particular and unique business and operational history of Tenant. Accordingly, except as otherwise provided herein, Tenant shall not, without Landlord's consent (a) make or allow any assignment, sale, pledge, mortgage or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, or (b) permit anyone other than Tenant and its employees, customers, or passengers to occupy any part of the Premises. Any such assignment, sublease or occupancy shall be void and an Event of Default resulting in immediate termination of this Lease. Notwithstanding the foregoing, Tenant may assign Tenant's interest in this Lease to an entity that purchases all or substantially all the assets of Tenant with the prior written consent of Landlord.

- b) Subletting. Tenant may sublet a portion of the Premises to Amtrak Thruway Bus without prior notice to Landlord. Upon prior notice to Landlord and Landlord's written consent, not to be unreasonably withheld, conditioned or delayed, Tenant may sublet a portions of the Premises to other third-party bus carriers subject to the terms and conditions of this Lease, provided that such subletting shall not release Tenant from liability under the Lease. Landlord and Tenant agree that Landlord may reasonably withhold consent if (i) Landlord reasonably disapproves of the proposed subtenant's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the proposed subtenant at the Premises, (ii) Landlord reasonably concludes that the use of the Premises by the Tenant and the Subtenant will interfere with RTC public transportation operations, or (iii) Landlord otherwise reasonably determines that the proposed subletting would have the effect of increasing the expenses associated with operating, maintaining and repairing Centennial Plaza.

21) **DEFAULTS; REMEDIES.**

- a) Defaults. The occurrence of any of the following events constitutes a material default of this Lease by Tenant (each an "Event of Default"):
- i) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of ten (10) days after Tenant receives notice thereof from Landlord.
 - ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in Subsection (i) above, where the failure continues for a period of fifteen (15) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the fifteen (15) day period and thereafter diligently completes the cure in a commercially reasonable fashion.
 - iii) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.
 - iv) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
 - v) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

- b) Remedies upon Tenant's Default. In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located.
- c) Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within thirty (30) days after notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises (the "Mortgagee"), whose name and address shall have theretofore been furnished to Tenant, specifying the default in reasonable detail; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Landlord shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default in a commercially reasonable fashion. If Landlord fails to cure such default within the applicable cure period, Tenant shall give written notice of such failure to Mortgagee, if any, specifying wherein Landlord has failed to perform such obligation with an additional period of time equal to that provided to Landlord for either of them to cure. If Mortgagee performs on behalf of Landlord, such default shall be deemed cured. In no event shall Landlord be liable under any circumstances for any consequential damages incurred by Tenant including, without limitation, any injury to, or interference with, Tenant's business, (including any loss of profits) arising in connection with this Lease, except to the extent arising from Landlord's willful misconduct or breach of this Lease.

22) **HOLDING OVER.** Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, claims, losses, penalties, charges, and expenses (including reasonable attorneys' fees) incurred by Landlord resulting from any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, shall not constitute a renewal of the lease or an extension for any further term, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that the Rent then in effect shall be equal to two hundred (200%) of the Rent in effect immediately prior to the expiration or earlier termination of this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

23) **FEDERAL TRANSIT ADMINISTRATION AND FEDERAL INTEREST.**

- a) The Tenant acknowledges that Landlord is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funded, in part, the Premises. The Tenant further acknowledges that pursuant to FTA grant requirements, the Landlord must demonstrate and retain satisfactory continuing control over the use of the Premises and the use of the Premises by the Tenant may not compromise the safe conduct of the intended purpose and activity of Centennial Plaza. The Tenant agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes Landlord's obligation to retain satisfactory continuing control over the use of the Premises or safe conduct of the operations of Centennial Plaza by the Landlord's public transit services.
- b) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
- c) The Tenant acknowledges the Federal interest in the Premises and agrees that it will take no action which compromises or otherwise diminishes such interest or the intended purpose and activity of Centennial Plaza by Landlord, including, without limitation, substantially changing the schedule of operations depicted in Exhibit "B" without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.
- d) The Tenant acknowledges that the Landlord must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Tenant agrees that it shall take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

24) **NOTICES.** All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, unless otherwise provided, shall be deemed to have been fully given when made in writing and delivered in person, sent via nationally recognized overnight courier for next business day delivery, or deposited in the United States mail, certified and postage prepaid, addressed to the name and address set forth at the top of this Lease. The address and person for written communication may be changed upon ten (10) days written notice to the other party.

25) **WAIVER OF SUBROGATION.** Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the building in which the Premises is located, and the officers, employees,

agents, representatives, customers and business visitors of Landlord or Tenant or such other tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Premises or said building, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance, and the insurance carrier approves such waiver of subrogation without increased cost or diminution of coverage.

26) **ENVIRONMENTAL MATTERS.** As a condition precedent to the effectiveness of this Lease, Landlord shall provide Tenant a copy of all existing environmental reports, studies or audits concerning the Premises. Tenant will comply with all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any preexisting environmental materials or Hazardous Materials on the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense, but not including any attorneys' fees that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not resulting from Tenant's activities on the Premises. The delivery of copies of environmental reports, studies or audits required in this Section must be provided to Tenant not later than fourteen (14) days prior to the Commencement Date.

27) **HAZARDOUS MATERIALS.**

a) The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq.; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

b) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or Centennial Plaza by Tenant, its agents, employees, passengers, customers or contractors, except that Tenant may maintain products in the Premises that are incidental to the operation or maintenance of its Premises and the conduct of its business, such as ordinary janitorial supplies, and dry cleaning chemicals and supplies, that contain chemicals that may be categorized as Hazardous Materials as long as Tenant uses such products in the Premises only, in compliance with

all laws, and in the manner that such products are designed to be used. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or Centennial Plaza to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. To the extent Tenant has knowledge of such actions or claims, Tenant will immediately advise Landlord in writing of (a) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (b) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed and shall not be required in the event of an emergency.

- c) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its Board, agents, consultants and employees harmless from and against all demands, claims, actions, causes of action, proceedings, penalties, fines, damages, awards, judgments, assessments, losses, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of, resulting from, relating to, or in connection with (a) Tenant's breach of its obligations in this Section, and/or (b) removal, cleanup, and restoration work and materials necessary to return the Premises and any other property to their condition existing prior to the introduction of Hazardous Materials by Tenant, its agents, employees, passengers, customers or contractors. Tenant's obligations under this Section with respect to activities arising prior to the termination or expiration of this Lease will survive the expiration or other termination of this Lease.
- d) To Landlord's actual knowledge, without inquiry or investigation, as of the date of the execution of this Lease, no portion of the Premises is being used or has been used for the storage, use, generation, or disposal of Hazardous Materials.

28) **MISCELLANEOUS.**

- a) **Severability; Choice of Law.** The invalidity or unenforceability of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this Lease or any other provision hereof. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA, AND THE EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTES ARISING HEREUNDER SHALL BE THE STATE AND FEDERAL COURTS LOCATED IN RENO, NEVADA.

- b) Entire Agreement. This Lease and any addenda and exhibits attached hereto or to be attached hereto, set forth all of the covenants, promises, agreements, and conditions between Landlord and Tenant concerning the Premises and this Lease and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.
- c) Security and Janitorial Services. Landlord will provide security and janitorial services at Centennial Plaza. Landlord and Tenant will coordinate the timing and frequency of janitorial services. To the extent Landlord determines in its sole and absolute discretion that additional security services are required at Centennial Plaza as a result of Tenant's operations, Landlord and Tenant agree to meet for purposes of reaching an amicable solution regarding allocation of the cost of such additional security services. Should Landlord and Tenant fail to agree on Tenant's share of the cost of such additional security services, Landlord may terminate this Lease on sixty (60) days prior written notice to Tenant.
- d) Additional Improvements. To the extent Landlord determines in its sole and absolute discretion that additional improvements are required to Centennial Plaza to accommodate Tenant's operations, Landlord and Tenant agree to meet for purposes of reaching an amicable solution regarding allocation of the cost of such additional improvements. Should Landlord and Tenant fail to agree on Tenant's share of the cost of such additional improvements, Landlord may terminate this Lease on sixty (60) days prior written notice to Tenant.
- e) Indemnification for Property Taxes. Tenant understands that a potential exists for its lease of public property for private, for-profit operations could cause the Premises or a portion of Centennial Plaza, or that entire facility, to be subject to annual property taxes. This determination is in the hands of Washoe County officials. In the event that Centennial Plaza, or any portion thereof becomes taxable as a result of occupancy at Centennial Plaza by Tenant, Tenant may continue to operate out of the Premises, honoring this Lease, and agrees to pay its pro-rata share for such taxes. While Tenant occupies the Premises, Tenant may undertake a contest of the imposition or amount of the taxes assessed to Centennial Plaza, doing so at its sole expense. In the alternative, Tenant may terminate this Agreement due to the imposition of the tax obligation resulting from its tenancy, but in any case, Tenant shall remain liable for and shall timely pay its prorata share for any part thereof so assessed that resulted from Tenant's occupancy. This obligation continues even after Tenant vacates Centennial Plaza; provided, however, that after Tenant vacates Centennial Plaza, Landlord will use its best efforts to contest the continuing taxability of Centennial Plaza and/or the portion of Centennial Plaza surrendered by Tenant with the Washoe County officials, as Tenant will no longer have a property interest in Centennial Plaza. Tenant agrees to indemnify and hold harmless Landlord from and against any and all liability and expense related to such contest, but not including any attorneys' fees for

Landlord's staff. In the event that any taxes are rebated to Landlord as a result of such contest on Tenant's behalf, Landlord agrees to promptly return such amounts to Tenant. Tenant will not be responsible for any taxes assessed at Centennial Plaza that result from a tenancy by another tenant(s) under a direct lease(s) with Landlord.

- f) Non-discrimination. Tenant shall at all times comply with the requirements of Federal law.

- g) Force Majeure. The term "Force Majeure" shall mean strikes, riots, acts of God, epidemic, pandemic, shortages of labor or materials, war, acts of terrorism, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the reasonable control of the Landlord or Tenant, as the case may be. Whenever a period of time is herein prescribed for the taking of any action by the Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

LANDLORD: REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

TENANT: GREYHOUND LINES, INC.

By _____
David S. Leach, President & CEO

EXHIBIT "A"
SITE PLAN
(INCLUDING DEPICTION OF SIGNAGE)

SAMPLE

EXHIBIT "B"
SCHEDULE OF OPERATIONS

SAMPLE

EXHIBIT "C"
MANAGEMENT POLICY P-31

SAMPLE

LEASE AGREEMENT

LANDLORD:

The Regional Transportation Commission of
Washoe County
1105 Terminal Way, Suite 300
Reno, Nevada 89502

TENANT:

My Ride to Work, LLC
1075 Matley Lane
Reno, Nevada 89502

EXHIBITS:

EXHIBIT A: Centennial Plaza / Premises Site Plan
EXHIBIT B: Tenant's approved levels of service and schedule
EXHIBIT C: RTC Management Policy P-31

- 1) **DATE.** This Lease Agreement ("Lease") is made to be effective as of November 1, 2021.
- 2) **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord for the term, at the rental, and upon all the terms, covenants and conditions set forth herein, the following real property (the "Premises"):

As used herein, the term "Premises" shall mean, collectively, exclusive use of the space described on Exhibit "A" as "Bays B, F & G. The Premises are part of a larger regional bus terminal facility operated by Landlord named Centennial Plaza ("Centennial Plaza"). Tenant shall also have the nonexclusive use of the customer waiting facilities and restrooms located in the terminal building of Centennial Plaza (the "Building") as depicted in "Exhibit A" attached hereto and hereby incorporated herein by reference. For the avoidance of doubt, the exclusive and nonexclusive spaces referenced above are collectively part of the Premises. Centennial Plaza is located at 1421 Victorian Avenue, Sparks, Nevada 89432.
- 3) **TERM.** The term of this Lease ("Term") shall commence on November 1, 2021, ("Commencement Date"), and extend for one (1) year thereafter through and including October 31, 2024, unless sooner terminated pursuant to any provision hereof. The Term shall automatically renew for successive one year periods thereafter unless either party provides written notice of intent to terminate this Lease at least 120 days prior to the end of the then current Term. The parties hereto acknowledge that either party shall have the right to terminate this Lease at any time and for any reason upon 120 days prior written notice to the other party.
- 4) **RENT.** Tenant shall pay to Landlord as gross rent (except for additional charges expressly provided for herein) for the use of the Premises equal monthly installments of \$500 for each bus bay (the "Rent"), for the period November 1, 2021, through October 31, 2024. For any successive annual period beginning November 1, 2024, the Rent shall be raised each year by a percentage equal to the increase in the Consumer Price Index for All Urban Consumers

(CPI-U), Western Region, in the preceding twelve calendar months not to exceed 2.5% each year. Rent shall be payable in advance, on or before the first day of each calendar month of the Term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Landlord, Attention: Finance Department, at its address set forth above or to such other address as Landlord may designate by notice as provided herein.

- 5) **USE OF PREMISES.** The Premises shall be used by Tenant, as expressly provided herein, for the conduct of business operations for bus transportation operations consistent with the schedule of operations set forth in Exhibit "B" hereto. Tenant shall not increase or modify the level of service as described in Exhibit "B" without Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned, it being understood that Landlord may reasonably withhold consent (i) to any proposed change in level of service which would result in having more than three buses at Centennial Plaza at any given time, and (ii) to any proposed change in level of service which would require an extension of the normal hours of the Centennial Plaza. Tenant shall not have more than three buses at Centennial Plaza at any given time. Idling of buses shall be permitted during active loading and unloading only. Tenant shall comply with, and shall notify its customers and patrons of the terms and conditions of Landlord's rules and policies that Landlord provides to Tenant, including, without limitation, Management Policy P-31, Fixed-Route Transit Passenger & Visitor Standard of Conduct, the most current version of which is attached hereto as Exhibit "C." Landlord reserves the right to enforce such rules and regulations against all patrons of Centennial Plaza, including, without limitation, Tenant's customers and patrons.

Tenant acknowledges that Centennial Plaza does not provide dedicated loading or unloading zones for passengers or packages or Tenant employee parking. Tenant shall secure sufficient off-site parking locations for Tenant's customers and patrons at all time during the Term of this Lease. Tenant shall direct and ensure that its employees and customers use those off-site parking locations.

- 6) **COMPLIANCE WITH LAW.** Tenant shall, at Tenant's sole expense, comply in all material respects with all applicable covenants or restrictions of record, laws, ordinances, orders, rules, regulations, of any governmental authorities and with any directive of any public officer which shall impose any obligation, order or duty upon Landlord or Tenant with respect to the Building and paths of travel to Centennial Plaza, or the use or occupation thereof including, without limitation, the Americans with Disabilities Act, its rules and regulations, any similar state or local law or ordinance, and any subsequent legislation, rules and regulations enacted to ensure access by persons with limited mobility, and any other governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health or safety. Tenant shall not use or permit the Premises to be used in any manner which will result in waste, the creation of a nuisance or violation of any law, statute, rule or regulation, and Tenant shall maintain the Premises free of any objectionable noises, odors, or disturbances. Tenant shall obtain and maintain all State and

local business licenses, franchises, and permits of any kind or nature which may be required by any governmental authority for the operation of Tenant's business from the Premises.

- 7) **LANDLORD'S USE AND OPERATION OF CENTENNIAL PLAZA.** Landlord reserves the right from time to time with reasonable advance notice to Tenant, except in the case of an emergency, when no prior notice shall be required, to close temporarily and make changes to Centennial Plaza. Landlord shall endeavor to reasonably minimize the effect upon Tenant's occupancy, access to, or conduct or operation of its business on the Premises when doing or causing anything to be done with respect to other portions of Centennial Plaza. Tenant hereby agrees that Landlord's actions permitted under this Section shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent, provided that all such actions are taken in good faith and further provided that reasonable measures are taken to minimize any adverse impact upon Tenant, the Premises, and Tenant's customers' access to the Premises. Landlord may steam clean bus bays on a periodic basis to remove all accumulated oil and grime, and Tenant agrees to reasonably accommodate Landlord's schedule in conducting such cleaning.
- 8) **QUIET ENJOYMENT.** Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord, except the Landlord's use and operation of Centennial Plaza. If Tenant's use of the Premises is limited or denied through rezoning, environmental impact edict, or other action of any public or quasi-public agency or governmental authority, this Lease shall terminate as of the effective date of such action and the Rent applying to the unexpired portion of the Term will abate.
- 9) **UTILITIES.** All utility charges incurred in operating Centennial Plaza shall be paid by Landlord.
- 10) **ALTERATIONS, IMPROVEMENTS AND ADDITIONS.** Except as permitted herein, Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, or additions in, on or about the Premises.
- 11) **RELOCATION.** Landlord shall have the right at its sole cost and expense, at any time prior to commencement of the term of the Lease and at any time thereafter from time to time upon ninety (90) days' prior written notice to Tenant, to relocate the bus bays used by Tenant at Centennial Plaza to other bus bays within Centennial Plaza.
- 12) **ADVERTISEMENTS AND SIGNS.** Tenant shall not place or permit to be placed on the Premises sign, advertisement, decoration, marquee or banner without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant, upon request of Landlord, shall immediately remove any such sign, advertisement, decoration, marquee or banner which, in the opinion of Landlord, is objectionable or offensive, and if Tenant fails so to do within a reasonable amount of time, not to exceed five (5) business days,

Landlord may enter said Premises and remove the same. Landlord agrees that Tenant may install signage identifying Tenant's business within Centennial Plaza as depicted in Exhibit "A." All such signage shall be consistent with Landlord's existing design standards for Centennial Plaza and shall comply with all applicable laws and regulations. No further signage shall be permitted without Landlord's prior written consent. All signs shall be maintained by Tenant at its sole cost and expense. Not later than the expiration or earlier termination of this Lease, or any extension, Tenant shall remove all its signs provided that any damage caused by removal shall be repaired at Tenant's sole cost and expense.

- 13) **COVENANT AGAINST LIENS.** Tenant shall not cause or permit any lien or encumbrance of any kind whatsoever, if created or caused by the act of Tenant, to attach to or be placed upon Centennial Plaza or Premises. Landlord shall have the right at all times to post and keep posted on the Premises any notice that it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against Centennial Plaza or the Premises, or any portion thereof, with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause such lien to be released and removed of record within thirty (30) days after the recording of such lien against Centennial Plaza or Premises or post an appropriate bond, pre-approved by Landlord in writing, within such thirty (30) day period. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed (or Tenant has not posted an appropriate bond necessary to release such liens) on or before the date occurring thirty (30) days after notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action reasonably necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed additional Rent under this Lease and shall be due and payable by Tenant within thirty (30) days following the delivery of written notice to Tenant thereof.
- 14) **REPAIRS AND MAINTENANCE.** Landlord shall maintain and make any repairs, replacements, retro-fitting or additions which are deemed necessary or desirable by Landlord. Notwithstanding the foregoing, any damage caused by Tenant's act or omission, or the act or omission of its agents, employees, passengers, customers or invitees shall be performed by Landlord at Tenant's sole cost and expense.
- 15) **INSURANCE.** Landlord shall maintain throughout the Term, at its sole cost and expense, commercial property insurance covering the building, fixtures, equipment, tenant improvements and betterments against loss or damage to Centennial Plaza in the amount of the full replacement cost thereof. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30). Tenant shall carry commercial property insurance on its furniture, fixtures and equipment (FF&E) as required below. Tenant shall maintain, at its sole cost and expense, a commercial general liability as required below. Tenant shall furnish a certificate of insurance evidencing the aforesaid coverage prior to occupancy and thereafter upon Landlord's written request.

a) Tenant's Insurance. Tenant, at its sole cost and expense, commencing on the earlier of (i) the Commencement Date, or (ii) the date Tenant is given earlier access to the Premises, and continuing during the Term, shall procure, pay for and keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- i) Tenant shall obtain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate. 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, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 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 the Landlord. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall contain a blanket endorsement to be primary with respect to the additional insured.
- ii) Tenant's commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30), including sprinkler leakage coverage, covering one hundred percent (100%) of the full replacement value of its inventory and all other items of personal property of Tenant and Tenant's passengers located on or within the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used for the repair or replacement of the property so insured. As used in this paragraph, "replacement value" means the cost to replace without deduction for depreciation.

Landlord and tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the building, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required above.

- iii) Worker's compensation coverage as required by law, including employer's liability coverage, with a limit of not less than One Million and No/100ths Dollars (\$1,000,000.00), or the amount required by law, whichever is greater. Tenant waives all rights against Landlord and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella liability insurance

obtained by Tenant pursuant to this agreement. Tenant shall obtain a blanket endorsement equivalent to WC 00 03 13 to affect this waiver.

- iv) Tenant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Such insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage. Pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Landlord shall be included as an additional insured under a blanket endorsement. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Tenant pursuant to this Lease.
- v) Business interruption or loss of income insurance in amounts sufficient to insure Tenant's business operations for a period of not less than one (1) year. In no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents.
- vi) Pollution and/or Environmental liability insurance for pollution conditions that arise from Tenant's operations on the leased property covering any sudden, accidental or gradual discharge, dispersal, release, escape, or presence of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, low-level radioactive material, radon, electromagnetic fields, medical waste including infectious and pathological waste and waste materials, mold, mildew, fungi or Legionella into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in amounts or concentrations discovered upon the Premises, Centennial Plaza or atmosphere which results in bodily injury, property damage, or violation of any environmental protection law or regulation, with a minimum limit of One Million and No/100ths Dollars (\$1,000,000) per occurrence and in the aggregate; provided, however, that Tenant may self-insure its obligations under this Section.

Landlord and its officers, officials, agents, and employees shall be included as Additional Insureds under a blanket endorsement as their interests appear with respect to liability arising out of the activities performed by or on behalf of Tenant.

Coverage shall include a blanket mutual waiver of subrogation.

Coverage shall include a blanket endorsement indicating that the policy is primary and noncontributory to all other available sources and policies.

- b) Tenant shall deliver to Landlord evidence of each insurance policy listed above, including all endorsements relating to the coverages required hereunder prior to the earlier of (i) the Commencement Date, or (ii) the date Tenant is given earlier access to the Premises, and thereafter at least thirty (30) days prior to the expiration of any such policy. Throughout the Term, Tenant shall provide Landlord with a certificate of insurance including all endorsements relating to the coverages required under this Lease within fifteen (15) days after Landlord's written request. Each insurance policy shall contain a clause that it cannot be canceled or non-renewed without thirty (30) days prior written notice, except for ten (10) days' notice in the event of non-payment of premium, to Landlord and to any mortgagee or trust deed holder of whom the insurer has been notified in writing. Tenant shall provide for thirty (30) days prior written notice of any material change or reduction in coverage that may result in noncompliance with the insurance requirements outlined herein. The limits of all such insurance carried by Tenant hereunder shall be increased, at Landlord's option, upon the expiration of twenty-four (24) calendar months after the commencement of the term hereof, and upon the expiration of each twenty-four (24) calendar month period thereafter, in an amount determined by Landlord in the commercially reasonable exercise of its discretion. In the event Tenant fails at any time during the term of this Lease to obtain and maintain insurance required to be carried by Tenant hereunder or to provide to Landlord such evidence thereof, Landlord may, but shall not be required, in addition to all other rights and remedies of Landlord hereof, procure such insurance, in which event Tenant shall pay to Landlord, upon demand, the cost and expense thereof. Any waiver of Tenant's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of Landlord. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date. All insurance carried by Tenant shall be issued as a primary policy by an insurance company authorized to do business in the state in which the Premises are located with general policy holder's rating of not less than A- and with a financial rating of not less than Class X, as rated in the most current available "Best's Key Rating Guide", or as otherwise approved by Landlord. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this contract.
- c) Blanket Coverage. Tenant's obligations to carry insurance provided for in this Section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord shall be included as an additional insured under a blanket endorsement to the Commercial General Liability,

Automobile Liability and Pollution Liability policies thereunder as their respective interests may appear; and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant shall, upon Landlord's written request, provide certified copies of all policies required to be carried by Tenant, or a certificate of insurance evidencing such policies, within 10 days of Landlord's written request therefor.

16) **INDEMNITY.**

- a) Tenant, as a material part of the consideration to be rendered to Landlord, shall indemnify, defend and hold harmless the Landlord, its board, employees and consultants (collectively and individually, the "Landlord Parties") from and against any loss by reason of (i) Tenant's breach of this Lease or (ii) injury to person or property, from whatever cause, all or in any way connected with the condition or use of the Premises, the act or omission of Tenant or its invitees, or the improvements or personal property therein or thereon, including, without limitation, any liability or injury to the person or property of the Landlord, its agents, officers, employees, passengers, customers or invitees, except to the extent caused by Landlord's gross negligence or intentional acts or omissions. Tenant shall indemnify, defend and hold harmless Landlord for any damages suffered by Landlord in regard to mechanic's liens as a result of Tenant's failure to comply with the provisions of NRS Chapter 108.
- b) In the event any action, suit or proceeding is brought against any of the Landlord Parties by reason of any such occurrence, Tenant, upon Landlord's request, will at Tenant's sole expense resist and defend with counsel reasonably acceptable to Landlord such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the insurer whose policy covers the occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the Lease term shall survive any termination of this Lease and shall be deemed additional Rent hereunder.
- c) To the extent not prohibited by law and, except for claims relating to Hazardous Materials existing upon the Premises prior to the execution of this Lease or the migration thereon from offsite sources not caused by Tenant after the execution of this Lease, and, subject to Section 18 below, except to the extent resulting from Landlord's gross negligence or willful misconduct, Landlord, its respective officers, agents, servants, and employees shall not be liable for, and are hereby released from, any responsibility for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant due to the Premises or any part thereof or any appurtenances thereof needing repair (including any improvements, materials, or equipment relating to telephone or telecommunication systems), or due to the occurrence of any accident or event in or about Centennial Plaza, or due to any act or neglect of any tenant or occupant

of Centennial Plaza, including the Premises, or of any other person. The provisions of this paragraph shall apply particularly, but not exclusively, to damage caused by gas, electricity, steam, sewage, sewer gas or odors, fire, water, or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different nature, as it is the intent of the parties that Tenant obtain insurance to address such concerns. Tenant further agrees that all personal property upon the Premises or Centennial Plaza shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

- d) The provisions of this Section shall survive the expiration or sooner termination of this Lease.

17) **DAMAGE OR DESTRUCTION.**

- a) General. If Centennial Plaza is damaged by fire or other casualty but Tenant is able to continue its occupancy and operation from the Premises, Landlord shall, within 45 days after Landlord receives notice of the casualty, notify Tenant of the estimated amount of time it will take to cause the Premises, with the exercise of reasonable diligence and ability to secure necessary funding, to be fit for occupancy from the date of the occurrence of the fire or other casualty (the "Repair Period"). The date of such certification shall be referred to herein as the "Notice Date". If there is damage to the Premises or the Building as described in this Section, and if the Lease is not terminated by Landlord or Tenant pursuant to Subsections b) or c) below, then this Lease shall remain in full force and effect, and the parties shall waive any provisions of any applicable law to the contrary.
- b) Minor Casualty. If the Premises or the Building are damaged by fire or other insured casualty to the extent that the Repair Period specified in the notice does not exceed 270 days, Landlord will diligently pursue the repair of damage to Centennial Plaza. In such event, this Lease shall continue in full force and effect; provided, however, that Tenant's Rent will abate to the extent the Premises that are untenable.
- c) Major Casualty; End of Lease Term. If (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period specified in the notice exceeds 270 days, or (b) the Premises are materially damaged to any extent by any casualty and, on the Notice Date, the remainder of the Lease Term is less than 24 months, then either party may elect to terminate this Lease by notice to the other party within 30 days after the Notice Date.
- d) Limitation. So long as Landlord is carrying the insurance required pursuant to this Lease, then notwithstanding the provisions of Subsections a) and b) above, if the proceeds of Landlord's Insurance are insufficient to pay for the repair of any damage to Centennial Plaza, or if the casualty is of such a nature so as to not be insured under Landlord's

insurance, then Landlord will have the option to repair such damage or terminate this Lease as of the date of such casualty by notice to Tenant within 30 days after Landlord receives notice from its insurer that either the proceeds are insufficient to pay for the repair or the casualty is not insured under Landlord's insurance. In no event will there will be any abatement of Rent in the event of any casualty, it being understood that Tenant shall rely on its business interruption insurance coverage for any time period during which Tenant is unable to operate its business in the Premises.

- e) Tenant's Repair. If Landlord is obligated or elects to repair any damage upon the Premises, Tenant shall promptly replace or fully repair all of Tenant's personal property and Tenant installed improvements and any inventory, goods, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Tenant. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

18) ASSIGNMENT AND SUBLETTING.

Landlord's agreement to enter into this Lease is based on the particular and unique business and operational history of Tenant. Accordingly, except as otherwise provided herein, Tenant shall not, without Landlord's consent (a) make or allow any assignment, sale, pledge, mortgage or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, or (b) permit anyone other than Tenant and its employees, customers, or passengers to occupy any part of the Premises. Any such assignment, sublease or occupancy shall be void and an Event of Default resulting in immediate termination of this Lease. Notwithstanding the foregoing, Tenant may assign Tenant's interest in this Lease to an entity that purchases all or substantially all the assets of Tenant with the prior written consent of Landlord.

19) DEFAULTS; REMEDIES.

- a) Defaults. The occurrence of any of the following events constitutes a material default of this Lease by Tenant (each an "Event of Default"):
- i) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of ten (10) days after Tenant receives notice thereof from Landlord.
 - ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in Subsection (i) above, where the failure continues for a period of fifteen (15) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant

commences such cure within the fifteen (15) day period and thereafter diligently completes the cure in a commercially reasonable fashion.

iii) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.

iv) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.

v) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

b) Remedies upon Tenant's Default. In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located.

c) Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within thirty (30) days after notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises (the "Mortgagee"), whose name and address shall have theretofore been furnished to Tenant, specifying the default in reasonable detail; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Landlord shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default in a commercially reasonable fashion. If Landlord fails to cure such default within the applicable cure period, Tenant shall give written notice of such failure to Mortgagee, if any, specifying wherein Landlord has failed to perform such obligation with an additional period of time equal to that provided to Landlord for either of them to cure. If Mortgagee performs on behalf of Landlord, such default shall be deemed cured. In no event shall Landlord be liable under any circumstances for any consequential damages incurred by Tenant including, without limitation, any injury to, or interference with, Tenant's business, (including any loss of profits) arising in connection with this Lease, except to the extent arising from Landlord's willful misconduct or breach of this Lease.

20) HOLDING OVER. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify and hold Landlord harmless against all damages, claims, losses, penalties, charges, and expenses (including reasonable attorneys' fees) incurred by Landlord resulting from any delay by

Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, shall not constitute a renewal of the lease or an extension for any further term, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that the Rent then in effect shall be equal to two hundred (200%) of the Rent in effect immediately prior to the expiration or earlier termination of this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

21) **FEDERAL TRANSIT ADMINISTRATION AND FEDERAL INTEREST.**

- a) The Tenant acknowledges that Landlord is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funded, in part, the Premises. The Tenant further acknowledges that pursuant to FTA grant requirements, the Landlord must demonstrate and retain satisfactory continuing control over the use of the Premises and the use of the Premises by the Tenant may not compromise the safe conduct of the intended purpose and activity of Centennial Plaza. The Tenant agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes Landlord's obligation to retain satisfactory continuing control over the use of the Premises or safe conduct of the operations of Centennial Plaza by the Landlord's public transit services.
- b) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
- c) The Tenant acknowledges the Federal interest in the Premises and agrees that it will take no action which compromises or otherwise diminishes such interest or the intended purpose and activity of Centennial Plaza by Landlord, including, without limitation, substantially changing the schedule of operations depicted in Exhibit "B" without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.
- d) The Tenant acknowledges that the Landlord must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Tenant shall take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

22) **NOTICES**. All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, unless otherwise provided, shall be deemed to have been fully given when made in writing and delivered in person, sent via nationally recognized overnight courier for next business day delivery, or deposited in the United States mail, certified and postage prepaid, addressed to the name and address set forth at the top of this Lease. The address and person for written communication may be changed upon ten (10) days written notice to the other party.

23) **WAIVER OF SUBROGATION**. Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the building in which the Premises is located, and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant or such other tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Premises or said building, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance, and the insurance carrier approves such waiver of subrogation without increased cost or diminution of coverage.

24) **ENVIRONMENTAL MATTERS**. As a condition precedent to the effectiveness of this Lease, Landlord shall provide Tenant a copy of all existing environmental reports, studies or audits concerning the Premises. Tenant will comply with all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any preexisting environmental materials or Hazardous Materials on the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense, but not including any attorneys' fees that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not resulting from Tenant's activities on the Premises. The delivery of copies of environmental reports, studies or audits required in this Section must be provided to Tenant not later than fourteen (14) days prior to the Commencement Date.

25) **HAZARDOUS MATERIALS**.

- a) The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C.

§1251, et seq; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

- b) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or Centennial Plaza by Tenant, its agents, employees, passengers, customers or contractors, except that Tenant may maintain products in the Premises that are incidental to the operation or maintenance of its Premises and the conduct of its business, such as ordinary janitorial supplies, and dry cleaning chemicals and supplies, that contain chemicals that may be categorized as Hazardous Materials as long as Tenant uses such products in the Premises only, in compliance with all laws, and in the manner that such products are designed to be used. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or Centennial Plaza to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. To the extent Tenant has knowledge of such actions or claims, Tenant will immediately advise Landlord in writing of (a) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (b) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed and shall not be required in the event of an emergency.
- c) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its Board, agents, consultants and employees harmless from and against all demands, claims, actions, causes of action, proceedings, penalties, fines, damages, awards, judgments, assessments, losses, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of, resulting from, relating to, or in connection with (a) Tenant's breach of its obligations in this Section, and/or (b) removal, cleanup, and restoration work and materials necessary to return the Premises and any other property to their condition existing prior to the introduction of Hazardous Materials by Tenant, its agents, employees, passengers, customers or contractors. Tenant's obligations under this Section with respect to activities arising prior to the termination or expiration of this Lease will survive the expiration or other termination of this Lease.
- d) To Landlord's actual knowledge, without inquiry or investigation, as of the date of the execution of this Lease, no portion of the Premises is being used or has been used for the storage, use, generation, or disposal of Hazardous Materials.

26) MISCELLANEOUS.

- a) Severability; Choice of Law. The invalidity or unenforceability of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this Lease or any other provision hereof. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA, AND THE EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTES ARISING HEREUNDER SHALL BE THE STATE AND FEDERAL COURTS LOCATED IN RENO, NEVADA.
- b) Entire Agreement. This Lease and any addenda and exhibits attached hereto or to be attached hereto, set forth all of the covenants, promises, agreements, and conditions between Landlord and Tenant concerning the Premises and this Lease and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.
- c) Security and Janitorial Services. Landlord will provide security and janitorial services at Centennial Plaza. Landlord and Tenant will coordinate the timing and frequency of janitorial services. To the extent Landlord determines in its sole and absolute discretion that additional security services are required at Centennial Plaza as a result of Tenant's operations, Landlord and Tenant agree to meet for purposes of reaching an amicable solution regarding allocation of the cost of such additional security services. Should Landlord and Tenant fail to agree on Tenant's share of the cost of such additional security services, Landlord may terminate this Lease on sixty (60) days prior written notice to Tenant.
- d) Indemnification for Property Taxes. Tenant understands that a potential exists that its lease of public property for private, for-profit operations could cause the Premises or a portion of Centennial Plaza, or that entire facility, to be subject to annual property taxes. This determination is in the hands of Washoe County officials. In the event that Centennial Plaza, or any portion thereof becomes taxable as a result of occupancy at Centennial Plaza by Tenant, Tenant may continue to operate out of the Premises, honoring this Lease, and agrees to pay its pro-rata share for such taxes. While Tenant occupies the Premises, Tenant may undertake a contest of the imposition or amount of the taxes assessed to Centennial Plaza, doing so at its sole expense. In the alternative, Tenant may terminate this Agreement due to the imposition of the tax obligation resulting from its tenancy, but in any case, Tenant shall remain liable for and shall timely pay its prorata share for any part thereof so assessed that resulted from Tenant's occupancy. This obligation continues even after Tenant vacates Centennial Plaza; provided, however, that after Tenant vacates Centennial Plaza, Landlord will use its best efforts to contest the continuing taxability of Centennial Plaza and/or the portion of Centennial Plaza surrendered by Tenant with the Washoe County officials, as Tenant will no longer have a

property interest in Centennial Plaza. Tenant agrees to indemnify and hold harmless Landlord from and against any and all liability and expense related to such contest, but not including any attorneys' fees for Landlord's staff. In the event that any taxes are rebated to Landlord as a result of such contest on Tenant's behalf, Landlord agrees to promptly return such amounts to Tenant. Tenant will not be responsible for any taxes assessed at Centennial Plaza that result from a tenancy by another tenant(s) under a direct lease(s) with Landlord.

- e) Non-discrimination. Tenant shall at all times comply with the requirements of Federal law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

LANDLORD:

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

By _____
Bill Thomas, Executive Director

TENANT:

MY RIDE TO TO WORK, LLC

By _____
Geoff Donahue, Director of Operations

EXHIBIT "A"
SITE PLAN
(INCLUDING DEPICTION OF SIGNAGE)

SAMPLE

EXHIBIT "B"
SCHEDULE OF OPERATIONS

SAMPLE

EXHIBIT "C"
MANAGEMENT POLICY P-31

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.11

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin.

BACKGROUND AND DISCUSSION

The RTC originally entered into an agreement on January 29, 1985, with Placer County, California, to provide Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin. This agreement provides for continuation of the TART service in the Washoe County portion of the Lake Tahoe Basin.

This new agreement adds reference to Nevada Revised Statute (NRS) 277A.280 permitting a regional transportation provider to operate a demand response service.

TART provides hourly service between 6:00 am and 7:00 pm, seven days per week, including Christmas Day and all holidays.

FISCAL IMPACT

Funding for the TART service is included in the RTC FY 2022 Board approved budget.

PREVIOUS ACTIONS BY BOARD

July 15, 2016 Approved the updated Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin; and authorized the RTC Chair to execute the agreement.

May 20, 1999 Authorized the Chairperson to sign the new Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin.

ATTACHMENT(S)

- A. Interlocal Agreement between Placer County, California and RTC

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA, (hereinafter "RTC") and PLACER COUNTY, a political subdivision of the State of California, on behalf of Tahoe Truckee Area Regional Transit (hereinafter "TART"), by and through its duly constituted Board of Supervisors (hereinafter "Placer County").

WHEREAS, the provisions of Nevada Revised Statutes (NRS) 277.180 authorize public agencies within and outside the State of Nevada to enter into interlocal contracts for the joint exercise of any power, privilege or authority, any of the participating public agencies could exercise alone;

WHEREAS, the provisions of NRS 277A.270 and 277A.280 authorize the RTC to establish or operate a public transit system to serve the public;

WHEREAS, the provisions of NRS 377A.080 authorize the RTC to appropriate public transit tax funds accumulated by Washoe County to provide a public transit system for that county if the system is included in a regional transportation plan adopted by the RTC;

WHEREAS, pursuant to the provisions of California Government Code (CGC) §6500 to §6513, inclusive, and §26002, Placer County is authorized to provide public transportation services, and to enter agreements with other public agencies, including public agencies located outside of the State of California, for the joint exercise of any power common to the contracting agencies; and

WHEREAS, the RTC and Placer County, acting through their respective governing bodies, desire to make the most efficient use of their powers and resources in providing a regional public transit system.

NOW, THEREFORE, pursuant to the provisions of NRS 277.180 and 277A.270, 277A.280, and CGC §6500 to §6513, inclusive, and §26002, and in consideration of the premises and covenants contained herein, the parties agree as follows:

I. TERM

This agreement is effective as of the date above following execution by the parties. This Agreement shall automatically renew for a one-year period on each anniversary date thereafter, unless one of the parties serves by certified mail on the other party a written notice of termination sixty (60) days prior to the date of expiration, in which event this Agreement shall terminate on the date of expiration.

II. GENERAL PROVISIONS

Placer County will provide fixed-route, fixed schedule and demand responsive transit services within a service area as determined by Placer County, but including the portion of Washoe County located within the Tahoe Basin. Placer County will be responsible for overall administration, planning, implementation, and marketing of the transit service, and will own, lease, contract for and ensure that

contractor maintains contractor owned vehicles used in the provision of service, and maintain all equipment, facilities, and other capital assets associated with the provision of transit service. Placer County reserves the right to contract out either part or all service to a qualified transit operations contractor and will have oversight of contractor's maintenance program.

III. SYSTEM PLANNING

Placer County will be responsible for establishing routes, schedules, headways, fares, bus stop locations, and passenger amenities for the transit service. Any proposed modifications to service and fares affecting the Washoe County portion of the service area must be reviewed and approved in writing by the RTC's Director of Public Transportation prior to implementation.

No later than March 31 of each year, Placer County will prepare and transmit to the RTC a draft annual budget for the following fiscal year, identifying all operating and capital costs and revenues, and all necessary supporting documentation, including the proposed service levels for the Nevada portion of the transit service. The RTC will provide technical assistance as requested in all transit service planning activities and will review and comment on the annual budget.

Placer County will apply annually for Federal Transit Administration (FTA) operating assistance, either directly from the FTA in the 5307 or 5339 Programs, or from the Nevada Department of Transportation (NDOT) 5311 and 5339 Programs to support TART operations in Nevada. RTC will submit a letter of support for Placer County's request for funding.

Placer County will not exceed the hourly operating costs shown in the draft budget for the Nevada portion of the transit service without prior written approval by the RTC's Director of Public Transportation.

IV. SYSTEM ADMINISTRATION

Placer County will be responsible for TART system administration, and shall designate a county employee to carry out all administrative functions. Placer County may elect to engage a private contractor to administer system operations and maintenance. Such responsibilities shall include, but not be limited to, the employment of all administrative and operations personnel.

V. MARKETING

Placer County will be responsible for all advertising, marketing and promotion of TART services. Any such activities affecting the Washoe County portion of the service area shall be reviewed by the RTC prior to implementation.

VI. FACILITIES AND EQUIPMENT

Placer County will ensure that all TART revenue vehicles and equipment are maintained in accordance with accepted industry standards, including a regularly scheduled preventative maintenance program.

Placer County shall be responsible for and maintaining all TART bus stops and passenger amenities, including the portion of Washoe County located within the Tahoe Basin. Bus stops and passenger amenities include, but are not limited to, shelters, benches, trash receptacles and information kiosks. Maintenance of bus stops and passenger amenities includes regularly scheduled cleaning, including graffiti, litter and trash, as well as snow and ice removal.

RTC shall be responsible for the capital replacement, improvements and installation of passenger amenities at all bus stops within the Washoe County portion of the TART service area. RTC shall inform Placer County of the schedule for any replacements improvements, and installation of passenger amenities. RTC may delegate the capital replacement, improvements and installation of passenger amenities at bus stops within the Washoe County portion of the TART service area. Delegation of said work to Placer County shall be mutually agreed upon by both parties, and reimbursed to Placer County upon invoicing said costs.

VII. PAYMENT

RTC will reimburse Placer County for the net operating cost of providing transit service within the Washoe County portion of the service area. The basis for said reimbursement will be the gross operating cost per revenue vehicle hour, as identified in the annual budget agreed to pursuant to Section III of this Agreement, multiplied by the number of revenue vehicle hours provided within the Washoe County portion of the service area, minus any federal funding available pursuant to Section III of this agreement. Net operating cost will consist of gross operating cost less all passenger fares, advertising revenues and other operating revenues attributable to service provided exclusively in Washoe County.

Placer County will submit invoices for reimbursement to the RTC on a quarterly basis no later than 30 days following the end of each quarter. Invoices will include all necessary supporting documentation to allow the RTC to verify expenditures, as well as reconciliations to adjust and compensate for overpayment or underpayment of previous quarter expenses. Invoices must be submitted to accountspayable@rtcwashoe.com. The RTC will reimburse Placer County within thirty (30) days following receipt of each invoice.

VIII. INSURANCE

Placer County assumes all responsibility for equipment, employees, and passengers while operating in Nevada and California. Placer County further agrees to have the RTC named as an additional insured on the insurance policies identified in this paragraph. Comprehensive General Liability and Automobile Liability limits shall not be less than a combined single limit of ten million dollars (\$10,000,000). Placer County will provide Public Officials Errors and Omissions Insurance not less than a single limit of two million dollars (\$2,000,000).

IX. HOLD HARMLESS

Placer County will hold harmless the RTC from any loss or damage to Placer County property which may occur in carrying out the provisions of this agreement. Placer County will hold harmless RTC

from any damage or liability occurring by reason of anything done or omitted to be done by Placer County under or in connection with any work, activity, or jurisdiction of Placer County under this agreement. Placer County further agrees to indemnify, defend and to save the RTC harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against the RTC which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by Placer County, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

RTC will hold harmless Placer County from any damage or liability occurring by reason of anything done or omitted to be done by RTC under or in connection with any work, activity, or jurisdiction of RTC under this agreement including any damage, liability or premises liability caused by RTC and occurring at bus stops within Washoe County. RTC further agrees to indemnify, defend and to save Placer County harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against Placer County which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by RTC, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

X. RECORDS

Placer County will provide, no later than the tenth day of each month, a monthly report to the RTC documenting passenger boardings, passenger revenues, revenue vehicle miles and revenue vehicle hours for the month just ended, for both the California and Nevada portions of the service area.

Placer County will maintain accounting records in sufficient detail as to allow complete review by the RTC of all operating expenses, operational data, and revenues for purposes of developing a system operating deficit.

XI. TERMINATION

In the event either party to the Agreement determines that the other party has failed to perform its obligations under the Agreement, or in the event continuation of the Agreement would not be in the best of interest of the parties to the Agreement due to lack of ridership, greater than anticipated expenses, or other reasons or cause which may be deemed detrimental, the parties to the Agreement may terminate said Agreement upon service, by certified mail, on the other parties to this Agreement a written notice of termination sixty (60) days prior to the projected termination of the Agreement.

As used in this section, the "expiration date" or "termination date" refers to the last day of the initial term, the last day of any renewal term, or the last day of the 60-day notice period, June 30.

XII. RATIFICATION

This Agreement is not intended to and shall not operate to invalidate any prior acts or actions by and between Placer County and the RTC, and all such acts and actions are hereby validated, ratified and confirmed.

XIII. MODIFICATION

This Agreement may not be modified except by subsequent written agreement executed by and between the parties hereto.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

Approved as to Legality and Form:

By _____
Placer County Counsel

PLACER COUNTY, CALIFORNIA

By _____
Ken Grehm, Director of Public Works and Facilities

ATTEST:

Clerk of the Board, Placer County

By _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.12

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the agreement with SI Legacy Floor Finishing, Inc., for the resurfacing of the shop maintenance floors in Building B of the Jerry L. Hall Regional Transit Operations and Maintenance facility for a not-to-exceed amount of \$109,207.

BACKGROUND AND DISCUSSION

The RTC continuously maintains, improves and enhances RTC owned and operated facilities. The Villanova Floor Resealing project is the next budgeted project scheduled for the Jerry L. Hall Regional Transit Operations and Maintenance facility located at 2050 Villanova Drive. This project includes the resurfacing of approximately 10,419 square feet (SF) of the shop maintenance floors in Building B, including surface prep and sealant application for daily use in the heavy-duty bus maintenance facility.

FISCAL IMPACT

Funding for this project is included in the FY 2022 RTC budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Sample agreement with SI Legacy Floor Finishing, Inc.

AGREEMENT FOR GOODS AND SERVICES

VILLANOVA FLOOR RESEALING

This agreement (“Agreement”) is dated and effective as of September 10, 2021 by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and SI Legacy Floor Finishing, Inc. (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on November 30, 2021
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** The work shall be completed by October 15, 2021. Unless an extension of time is granted by RTC’s project manager.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to the pricing and fee schedule attached as Exhibit B, in a total not-to-exceed \$109,207.00.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages 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.
6. **Invoices/Payment.** Contractor shall submit invoices 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.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor 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 Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor 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.

9. Indemnification. Contractor's obligations are 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.

10. Termination.

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

11. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12. Ownership of Work. 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 Contractor 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 Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors 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 Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

13. Records. Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

14. Exhibits. The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

15. Exclusive Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

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

17. No Assignment. Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

19. Venue. Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

20. 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.

21. Prevailing Wage. Prevailing wage rates pursuant to federal requirements (Davis-Bacon Act) and Washoe County shall be posted on the work site and whichever is higher shall be paid to all classifications of labor. The Contractor's attention is specifically directed to the reporting requirements stipulated under NRS 338.070 and the consequences of violating prevailing wage payments or reporting requirements stipulated under NRS 338.060.

Pursuant to NRS 338.060, the Nevada legislature has adopted certain penalties if workers on public work projects are paid less than the designated prevailing wage rate. The provisions of NRS 338.060 are incorporated herein by this reference. Contractor agrees to comply with the provisions of NRS 338.060 and the Contractor's failure to comply with the provisions of NRS 338.060 shall have the effects set forth in NRS 338.060.

The Contractor and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation using the RTC's electronic certified payroll system. The Contractor and each subcontractor will be given a Log On identification and password to access the system. The required documentation shall be transmitted to Pamela Fox-Reid at wagecomplyrtc@trifoxllc.com. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

The Contractor and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation. It shall be the Contractor's responsibility to comply with, and ensure compliance by all Subcontractors to these provisions.

The Contractor shall also provide a "Weekly Subcontractor Report" listing all subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically to wagecomplyrtc@trifoxllc.com. An electronic copy of the "Weekly Subcontractor Report" in Microsoft Excel can be obtained from RTC's project manager.

22. Federal Clauses. This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibit D, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

SI LEGACY FLOOR FINISHING, INC.

BY: _____
Jim Farley, President

**EXHIBIT A
SCOPE OF WORK**

VILLANOVA FLOOR RESEALING PROJECT

The Jerry L. Hall Regional Transit Operations and Maintenance facility is located at 2050 Villanova Drive in Reno, NV 89502. The RTC of Washoe County is requesting bids for the resurfacing of approximately 10,419 square feet (SF) of the shop maintenance floors in Building B including surface prep and sealant application. The Contractor shall provide commercial floor sealing adequate for daily use in a heavy-duty bus maintenance facility.

1. The approximate SF provided by RTC is an estimate and Contractor shall be responsible for measuring surface area and providing bid quote based upon actual SF. No price adjustments will be allowed for incorrect measurement of SF.
2. The floor coating shall be Key Resin #521 or approved equal. The resin shall be a white color, nonslip and resistant to oils, fluids and liquids common to the maintenance of diesel engines and heavy-duty buses.
3. The top coat shall be a Key Urethane coating/sealer #450 or approved equal.
4. Surface preparation. Surfaces must be prepared in accordance to all manufactures requirements including removal of old sealant and grinding to recommended service profile # three (3).
5. All coating shall be applied according to manufactures specifications.
6. The coating shall be warrantied for 5 years.
7. The work shall be done in two phases (see map)
 - a. Work shall be done over on working days.
 - b. The first phase (RED) covering the area of the rebuild / electronics shop area, adjacent hall and three adjacent bays (excluding the pit area and steps below the bays) and one of the two large bays.
 - c. The second phase (GREEN) shall consist of one of the larger bus bays along with the adjacent shorter bay and will include the welding area, tool and tire storage areas and adjacent hallway. The Chassis wash, bus wash and body shop areas are excluded. (See map green phase 2 – 3,202 sf.
8. The bus maintenance facility is in operations 24/7. All work shall be done between the hours of 6 am and 5 pm on weekends. Parking on site is limited and parking will be limited to necessary construction vehicles only.

**EXHIBIT B
COMPENSATION**

Description	Unit	QTY	Prep	Seal	Total
Phase 1 (Red)	SF	7217	\$ 21,362.32	\$ 52,178.91	\$ 73,541.23
Phase 2 (Green)	SF	3202	\$ 9,477.92	\$ 23,150.46	\$ 32,628.38
Misc Material			\$ 1,000.00	\$ 2,037.39	\$ 3,037.39
Total		10419	\$ 31,840.24	\$ 77,366.76	\$ 109,207.00

Prep Cost SF	\$ 2.96
Seal Cost SF	\$ 7.23

Prep SF	10419
Seal SF	10419

SAMPLE

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnites of any equipment, part, component, or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnites of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

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 Indemnites are involved in defending actions, CONTRACTOR shall reimburse the Indemnites for the time spent by such personnel at the rate the Indemnites pay for such services.

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

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, CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR 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. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, upon request. 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

Contractor 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. CONTRACTOR 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. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Contract. 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 Contract or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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 CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. MISCELLANEOUS 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 CONTRACTOR 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 CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'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

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 or location.

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).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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 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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR 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. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of

not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR 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 CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR 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 CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor 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 CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR 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.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or 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.

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

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 - 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.

11 - 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.

12 - 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.

13 - 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.

14 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

15 - CENTERS FOR DISEASE CONTROL AND PREVENTION MASK ORDER

Unless and until it is repealed, Contractor shall comply with the Centers for Disease Control and Prevention Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs, or any updated or superseding order ("CDC Mask Order"). The Contractor shall also require its subcontractors at all tiers to comply with the CDC Mask Order.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 5.1

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

RECOMMENDED ACTION

Authorize staff to present the 7th Edition Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) and the RRIF Capital Improvement Plan (CIP) to the planning commission acting as the capital improvements advisory committee and governing body of each participating local government for adoption.

BACKGROUND AND DISCUSSION

In accordance with the provisions of the Interlocal Cooperative Agreement entered into by the RTC, Washoe County, the City of Reno and the City of Sparks, the RTC is responsible for initiating periodic reviews of the RRIF program. The review process was initiated by the approval of the long-range 2050 Regional Transportation Plan (the “2050 RTP”). The RRIF Program uses RTC’s transportation planning efforts, as reflected in the 2050 RTP, to define the list of capital improvements necessitated by and attributable to the new development in each service area. The list of projects for each service area is identified in Exhibit C of the RRIF CIP.

The review process is undertaken by the RTC in conjunction with the RRIF Technical Advisory Committee (RRIF TAC), which includes local government technical experts, development representatives from the private sector, members of the local planning commissions, and the RTC. Final recommendations of this committee were made by unanimous vote on August 26, 2021.

Presented within, the proposed changes to the RRIF GAM and RRIF CIP include, but are not limited to:

1. The new list of capacity improvements projects based on the first ten years of the 2050 RTP for the North and South Service Areas;
2. The methodology used to calculate the RRIF fees;
3. The proposed changes to the GAM related to improving clarity and conformity with the administration of the manual; and
4. The proposed changes to the GAM to update the appeals process for a feepayer or applicant affected by a final administrative decision.

Following this action, staff will present the 7th Edition RRIF GAM and CIP to the planning commission and elected bodies of the participating governments for adoption.

FISCAL IMPACT

There is no budgetary impact associated with this agenda item. Adoption of the RRIF GAM and RRIF CIP by the local jurisdictions will establish the new impact fee rates to be charged to new development building permit applications. The selection of roadway capacity improvement projects to be designed and constructed with collected impact fees will continue to be included in the appropriate Program of Projects (POP) and fiscal year budgets submitted to the RTC Board for approval.

PREVIOUS BOARD ACTION

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

ADVISORY COMMITTEE(S) RECOMMENDATION

The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC) met on August 26, 2021, and recommended that the participating local governments approve and adopt the 7th Edition RRIF GAM and RRIF CIP.

The Citizens Multimodal Advisory Committee (CMAC) and the Technical Advisory Committee (TAC) met on September 1, 2021, and September 2, 2021, respectively, and recommended that the participating local governments approve and adopt the 7th Edition RRIF GAM and RRIF CIP.

ATTACHMENT(S)

- A. 7th Edition RRIF General Administrative Manual
- B. 7th Edition RRIF Capital Improvement Plan

REGIONAL ROAD IMPACT FEE PROGRAM

GENERAL ADMINISTRATIVE MANUAL

7TH EDITION



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LIST OF EXHIBITS

EXHIBIT A – EXPANDED LIST OF LAND USES

EXHIBIT B – RRIF SERVICE AREAS

EXHIBIT C – CCFEA CREDIT BENEFIT DISTRICTS

EXHIBIT D – RRIF EXEMPTION LIST

EXHIBIT E – TRAFFIC REPORT GUIDELINES

EXHIBIT F – MIXED USE AND CHANGE OF USE WORKSHEETS

EXHIBIT G – EXAMPLE RRIF WAIVER CALCULATION

DEFINITIONS

Accessory Use: Accessory land uses are uses which are supplemental to, and on a floor area basis that are less than 25% of, the primary land use. The fee for the accessory use is based on the primary land use.

Appeal Committee: A committee of three subject matter experts composed of one representative of each of the Participating Local Governments. The Local RRIF Administrator of each Participating Local Government shall select its representative.

Auxiliary Use: Auxiliary land uses are uses which are secondary to the primary land use and are typically not measured in the same units as are used for fee assessment. For example, the unit of assessment for a golf course is per hole. A separate fee is not calculated for the golf course storage and maintenance buildings since they are an auxiliary use.

Building Gross Floor Area (GFA): The gross floor area of a building is the sum (in square feet) of the area of each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, store and offices that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (6 feet, 6 inches minimum) regardless of their use. Unroofed areas and unenclosed roof-over spaces, except those contained within the principal outside faces of exterior walls, should be excluded. Parking garages within the building should not be included within the GFA of the entire building.

Capital Contribution Front-Ending Agreement (CCFEA): An agreement, entered into prior to the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015), related to the third-party construction of improvements or dedication of rights-of-way.

Capital Improvements Advisory Committee: The committee required by NRS 278B.150 to oversee the creation of and advise the local government regarding Land Use Assumptions and the RRIF Capital Improvements Plan. The Planning Commissions of each Participating Local Government act collectively as the Capital Improvement Advisory Committee.

CCFEA Credit Benefit District: The benefit districts, within which CCFEA Credits were issued pursuant to a valid unexpired CCFEA, and within which CCFEA Credits may be used and transferred, as provided by the provisions in this Manual and the terms of applicable CCFEAs. The Northwest (NW), Northeast (NE), and South (S) CCFEA Credit Benefit Districts are shown in Exhibit C of this Manual.

CCFEA Credits: A substitute method of payment for assessed road impact fees used prior to the 5th Edition RRIF GAM/CIP (3/2/2015), which were denominated in terms of VMT. CCFEA Credits were issued pursuant to Capital Contribution Front-Ending Agreements (CCFEAs). The term "CCFEA Credit," as used in this Manual, refers only to credits issued prior to the 5th Edition RRIF GAM/CIP and pursuant to a valid, unexpired CCFEA.

Certificate of Occupancy: A document issued by a building department certifying a building's compliance with applicable building codes, etc., and indicating it to be in a condition suitable for occupancy.

Developer of Record: The owner of the Development of Record for which RRIF Fees are paid, or to which an Offset Agreement is subject; or authorized agent. The Developer of Record includes any successors or assigns to an Offset Agreement.

Development of Record: The property on which a development is proposed and for which impact fees are assessed and imposed by a Participating Local Government.

Dwelling Unit: One or more rooms in a residential building or residential portion of a building which are arranged, designed, used, or intended for occupancy by an individual or a group of individuals, acting as a single housekeeping unit, and which include permanent provisions for living, sleeping, eating, cooking, and sanitary facilities reserved for the occupants thereof.

Feepayer: Any person who seeks to develop land located within one of the Service Areas by applying to one of the Participating Local Governments for the issuance of a building permit in order to make an improvement to land which will generate or attract additional traffic, and as such, is required to pay RRIF Fees in the manner and amount set forth in this Manual.

Interim RRIF Waivers: Interim RRIF Waivers may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur. Conditions for issuance of Interim RRIF Waivers shall be identified in the Offset Agreement.

Land Use Assumptions: As defined by NRS 278B, projections of changes in land uses, densities, intensities and population for a specified Service Area over a period of at least 10 years, and in accordance with the master plan of the Participating Local Government.

Local RRIF Administrator: An individual appointed by the City or County Manager within the jurisdiction of the Participating Local Government to perform the activities specified in this Manual.

Mixed Use Development: Development that includes both residential and non-residential land uses.

Mixed Use Structure: A particular structure that includes accessory uses associated with the primary land uses. For example, in addition to the actual production of goods, manufacturing facilities may also have office, warehouse, research, and other associated functions.

Notice of RRIF Waiver: A notice issued by the RTC RRIF Administrator to the affected Participating Local Government indicating that the terms of an executed Offset Agreement have been met and authorizing RRIF Waivers for the Development of Record.

Offered Improvement: A contribution, payment, construction, or land dedication offered by the Developer of Record as an Offset-Eligible Improvement.

Offset Agreement: An agreement entered into by the Developer of Record, the RTC, and a Participating Local Government for Offset-Eligible Improvements. The Offset Agreement must set forth the terms and conditions related to the RRIF Waivers for the Offset-Eligible Improvements.

Offset-Eligible Costs: The approved costs of Offset-Eligible Improvements as indicated in the Notice of RRIF Waiver.

Offset-Eligible Improvements: The capital improvements and right-of-way dedications needed for a RRIF Capital Improvement, and appurtenances, traffic signals and other incidentals necessary for such facilities, including:

- (a) land, property rights, and easements including the costs of acquisition or condemnation;
- (b) professional services associated with actual construction;
- (c) new road construction, including new travel lanes (except that the first two travel lanes are not eligible), new turn lanes, and new bridges;
- (d) relocation of utilities to accommodate new road construction; and
- (e) in association with new road alignments, necessary drainage facilities, street lighting, traffic signalization, curbing, sidewalks, medians and shoulders, and bicycle and pedestrian facilities.

Original CCFEA Credits: CCFEA Credits against assessed road impact fees awarded to a developer by the RTC, as opposed to Transferred CCFEA Credits.

Participating Local Governments: The City of Reno, the City of Sparks, and Washoe County.

Percent New Trips: The percentage of trips to a land use that are Primary Trips.

Primary Trips: Trips to a land use for which that land use is the primary destination, as opposed to trips that stop at a land use on the way to another land use (pass-by trips), or trips that take a short diversion from the route to the primary destination (diverted-link trips).

Regional Transportation Commission (RTC): The regional transportation commission created pursuant to NRS 277A that coordinates joint efforts of the Participating Local Governments to administer the RRIF Program pursuant to the RRIF Interlocal Cooperative Agreement.

RRIF Automation Program: The program accessible through the RTC website for the administration, tracking and transferring of RRIF Waivers and CCFEA Credits.

RRIF Capital Improvements: The capacity adding “street projects” and “facility expansions” listed in the RRIF Capital Improvements Plan that are necessitated by and attributable to new development in each Service Area. Site-Related Improvements are not RRIF Capital Improvements.

RRIF Capital Improvements Plan: The plan required by NRS 278B.170 which is updated and adopted in connection with this Manual.

RRIF Fees: The regional road impact fees assessed by Participating Local Governments to fund RRIF Capital Improvements within the designated Service Area.

RRIF Interlocal Cooperative Agreement: An agreement among the Participating Local Governments and the RTC for the implementation of the RRIF Program.

RRIF Network: The existing or planned arterial or collector streets and roads that meet the criteria specified in the RRIF Capital Improvements Plan.

RRIF Ordinance: The ordinance prepared by the RTC and adopted, in substantially the same form, by the Participating Local Governments to implement the RRIF Program.

RRIF Program: The regional road impact fee program established by the Participating Local Governments and the RTC pursuant to NRS 278B, the RRIF Interlocal Cooperative Agreement, and the RRIF Ordinance.

RRIF Waiver: A waiver of the payment of RRIF Fees in exchange for dedication of Offset-Eligible Improvements. RRIF Waivers will be denominated in dollars and land use based on the fee schedule in effect as of the date of approval of the Offset Agreement.

RTC Board: The Board of the Regional Transportation Commission.

RTC RRIF Administrator: The individual named by the RTC Executive Director to direct the administration of the RRIF Program.

Service Area: As defined by NRS 278B, the areas within the boundaries of local government which are served directly and benefited by the RRIF Capital Improvements in the RRIF Capital Improvements Plan. The Service Areas are shown in Exhibit B of this Manual.

Shell Permit: A building permit to construct the “shell” of a building. Remodeling permits would be issued later to finish construction of the interior of the structure.

Site-Related Improvements: Capital improvements and right-of-way dedications for direct access improvements to the Development of Record, including, but not limited to, (1) site driveways and streets, turn lanes into those driveways and streets, and/or traffic control measures for those driveways and/or non-regional roadways; and (2) frontage streets. Site-Related Improvements are not RRIF Capital Improvements, and are not included in the RRIF Capital Improvements Plan.

Transferred CCFEA Credits: Unused CCFEA Credits which have been transferred by an original Developer of Record to a party other than the RTC. Upon transfer, Original CCFEA Credits become Transferred CCFEA Credits and are subject to usage as identified in this Manual and the associated CCFEA Agreement.

Trip Generation Rate: The average number of trip ends generated during the afternoon peak hour of adjacent street traffic during a weekday per unit of measurement of the land use (e.g., dwelling unit, 1,000 square feet).

Trip Length: The average length in miles on the RRIF Network for all trips ending within the designated Service Area.

Trust Fund: An interest-bearing holding account for RRIF Fee collections.

Vehicle-Mile of Travel (VMT): A unit of travel demand consisting of a motor vehicle traveling for one mile.

REGIONAL ROAD IMPACT FEES GENERAL ADMINISTRATIVE MANUAL

I. PURPOSE AND INTENT

This Manual guides the RTC and the Participating Local Governments in the administration of the RRIF Program.

II. ADMINISTRATIVE ORGANIZATION AND RESPONSIBILITY

A. Regional Transportation Commission

The RRIF Interlocal Cooperative Agreement assigns the RTC the task of coordinating the joint efforts of the Participating Local Governments to administer the RRIF Program. The RTC shall be responsible for the following:

1. To coordinate any updates to the Service Areas' Land Use Assumptions adopted by each of the Participating Local Governments.
2. To conduct a transportation study of the Service Areas prior to each update of the system, and propose any changes to the RRIF Capital Improvements Plan. Any proposed changes by the RTC shall be adopted by each of the Participating Local Governments.
3. To prepare any changes to the RRIF Ordinance to implement the RRIF Capital Improvements Plan. After its preparation by the RTC, any changes shall be adopted by each of the Participating Local Governments.
4. To expend RRIF Fees on those RRIF Capital Improvements included in the RRIF Capital Improvements Plan, as selected and approved by the RTC Board.
5. To administer the RRIF Program pursuant to this Manual. The Executive Director of the RTC shall appoint an RTC RRIF Administrator who shall be responsible for the administration of the RRIF Program. The RTC RRIF Administrator shall be responsible for the following.
 - a. Administration of independent fee calculation studies, CCFEA Credits, RRIF Waivers and refunds.
 - b. Receipt of the RRIF Fees from the Participating Local Governments and deposit of these funds into an interest-bearing Trust Fund.

- c. Administration of the expenditure of RRIF Fees in the RTC's Trust Fund for RRIF Capital Improvements in the RRIF Capital Improvements Plan.
 - d. Initiation of a review of the RRIF Capital Improvements Plan and the RRIF Ordinance, to determine whether any modifications need to be made to the RRIF Program. This review will be submitted to the RTC Board and the governing bodies of the Participating Local Governments. Before any modifications to the RRIF Capital Improvements Plan or the RRIF Ordinance can become effective, such modifications shall be approved by each of the governing bodies of the Participating Local Governments.
6. To honor written agreements entered into by the Participating Local Governments prior to December 15, 1995, which granted credits under predecessor road fee systems.

B. Participating Local Governments

The RRIF Interlocal Cooperative Agreements assigns the following responsibilities to the Participating Local Governments:

1. To ensure the Planning Commissions of each Participating Local Government act collectively as the Capital Improvement Advisory Committee.
2. To adopt the Service Areas' Land Use Assumptions prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
3. To adopt the RRIF Capital Improvements Plan prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
4. To adopt the RRIF Ordinance prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
5. To approve Offset Agreements within their respective jurisdictions and accept Offset-Eligible Improvements.
6. To appoint a Local RRIF Administrator to oversee the determination of appropriate RRIF Fees, the collection of RRIF Fees, the keeping of necessary records of fee collections, the transmittal of the fees on a quarterly basis to the RTC RRIF Administrator, and the initial evaluation of requests for independent fee calculation studies, RRIF Waivers, and refunds to be referred to the RTC RRIF Administrator.

7. To designate either the Planning Commission or other local board to serve as the Capital Improvements Advisory Committee.
8. To approve amendments to the RRIF Capital Improvements Plan and the RRIF Ordinance prepared by the RTC, with any modifications jointly agreed to by the other Participating Local Governments.
9. To monitor the use of RRIF Waivers against the Notice of RRIF Waiver pursuant to an executed Offset Agreement.

III. IMPOSITION OF RRIF FEES

A. Service Areas

RRIF Fees shall be imposed on all new development within each Service Area. The Service Areas designate the areas within which RRIF Fees are collected and spent.

B. CCFEA Benefit Districts

The CCFEA Benefit Districts are shown in Exhibit C and designate the areas within which CCFEA Credits may be used.

C. Payment Due

1. General. RRIF Fees shall be paid at the time of issuance of a building permit or Certificate of Occupancy, as approved by the Participating Local Government. In the case of mobile home pads, payment shall be made prior to the issuance of a pad permit. Any activity requiring payment of RRIF Fees, may be made by personal check, cashier's check, or money order made payable to the Participating Local Government. Payment shall be made at the office of the Participating Local Government where building permits are issued and shall not be received prior to the time of issuance of a building permit.
2. Invalid Payment. In the event the payment of RRIF Fees subsequently proves to be invalid due to insufficient funds, the following action shall be taken:
 - a. Building permits, for which the payment of RRIF Fees subsequently proves to be invalid due to insufficient funds, shall be declared to be revoked. In such case, a stop-work order shall be placed on the site or building for which the building permit has been declared invalid.
 - b. The Local RRIF Administrator shall, within thirty (30) days of detection of invalid payment, notify the Feepayer, the

contractor, and the property owner by certified mail, return receipt requested, that:

- (1) the RRIF Fee is due by valid payment immediately upon receipt of said letter;
- (2) the stop-work order shall remain in effect until valid payment of the RRIF Fee is made;
- (3) if construction has been completed prior to detection of invalid payment of RRIF Fees, no Final Inspection will be performed and no Certificate of Occupancy will be issued until valid payment of the RRIF Fee is made; and
- (4) the amount due shall be the amount of the RRIF Fee plus the amount charged by the bank for the dishonored payment, plus a service charge of \$25.00.

3. Underpayment of RRIF Fee Based on Error or Misrepresentation. If it is determined that the RRIF Fee has been calculated and paid based on an error resulting in underpayment, then the RRIF Fee shall be recalculated based on the fee schedule in effect at the time the RRIF Fee was paid. If the re-calculated RRIF Fee is greater than the amount paid, then the following action shall be taken:

- a. The Local RRIF Administrator shall, within thirty (30) days of detection of payment made based on error, cause a “correction notice” to be issued and notify the Feepayer, the contractor, and the property owner by certified mail, return receipt requested, that,
 - (1) an additional amount is due by valid payment within thirty (30) days of receipt of said letter; and
 - (2) if the additional amount is not paid within thirty (30) days of the receipt of said letter, the Participating Local Government may pursue collection through liens or other local procedures used to collect fees.
- b. If an additional amount is owed, no permits of any type may be issued for the building or structure in question, or for any other part of a development of which the building or structure in question is a part, while the fee remains unpaid.
- c. If the additional amount is not paid by the original Feepayer within thirty (30) days of the date of the letter, the Local RRIF Administrator will pursue payment of the additional amount from the current property owner. The Participating Local

Government will not be responsible for resolving disputes for payment of additional amounts which may arise between an original Feepayer and the current property owner.

4. Overpayment of RRIF Fee Based on Error. If it is determined that the RRIF Fee has been calculated and paid based on error resulting in overpayment, then the fee shall be recalculated based on the fee schedule in effect at the time the RRIF Fee was paid. If the recalculated RRIF Fee is less than the amount paid, then the following action shall be taken:
 - a. The Local RRIF Administrator shall, within thirty (30) days of detection of payment made based on error, notify the Feepayer by certified mail, return receipt requested, that the Feepayer is entitled to a refund.
 - b. The Feepayer may submit a written request for refund to the Local RRIF Administrator within thirty (30) days of the date of the refund notice letter.
 - c. Following receipt of a written request for a refund, the amount of the overpayment shall be refunded, without interest, to the Feepayer.

E. Determination of RRIF Fee

1. General. The amount of the RRIF Fee shall be determined by the Local RRIF Administrator based on the fee schedule in effect as of the date of the payment of the RRIF Fee, whether payment is made at the time of issuance of the building permit or the Certificate of Occupancy. RRIF Fee payments cannot be made and will not be received by the Local RRIF Administrator prior to the date of issuance of a building permit. The calculation of exemptions, refunds, and RRIF Waivers and the determination of the RRIF Fee shall be the responsibility of the Local RRIF Administrator and the RTC RRIF Administrator, as specified in this Manual.
2. Payment of RRIF Fees with RRIF Waivers or CCFEA Credits:
 - a. RRIF Waivers. RRIF Fees may be waived if the RTC RRIF Administrator has issued a Notice of RRIF Waiver to the Participating Local Government, pursuant to a valid, unexpired Offset Agreement, in accordance with the provisions of Section X, Impact Fee Offsets Requested After the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015).

In the event, payment of RRIF Fees were made in cash where RRIF Waivers were available, the Feepayer may submit a written request to the Local RRIF Administrator within ninety

(90) days from the date of payment. If approved, the Feepayer shall submit proof of payment by RRIF Waiver to the Local RRIF Administrator prior to receiving the cash refund. All reimbursements will be handled through the Participating Local Government.

- b. CCFEA Credits. RRIF Fees may be paid with CCFEA Credits pursuant to Section XI, Unexpired Credits Approved Prior to the adoption of the 5th Edition RRIF GAM/CIP (3/2/2015).

F. Expiration of Building Permits

1. If, following payment of RRIF Fees, a building permit, mobile home set-up permit, or recreational vehicle park building permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced, then the Feepayer shall be entitled to a refund, without interest, of the full amount of the RRIF Fee which was paid as a condition for issuance of the building permit.
 - a. The Feepayer may submit a written request for such a refund to the Local RRIF Administrator within thirty (30) days of the expiration, revocation, or surrender of the permit.
 - b. In the case of an expired, revoked, or voluntarily surrendered permit that was obtained in whole or in part by the use of RRIF Waivers or CCFEA Credits, the entire RRIF Fee may be refunded only if a written request is made to the RTC RRIF Administrator within thirty (30) days of the expiration, revocation, or surrender of the building permit. The refund will be in the same proportion (cash vs. RRIF Waiver vs CCFEA Credit) as the original payment. For refunds related to a RRIF Waiver, the RTC will notify the affected Participating Local Government to adjust the remaining RRIF Waiver balance associated with the Development of Record.
2. If a refund is made, the Feepayer must pay the appropriate RRIF Fee if he reapplies for the permit.
3. If a permit expires and no refund has been issued, a Feepayer will not have to pay the RRIF Fee again if he reapplies for the permit for the same land use of the same lot, parcel, or tract and the RRIF Fee for that land use has not changed.
 - a. If the RRIF Fee for the particular land use has increased between the time of original and new building permit, the Feepayer shall pay the difference at the time of re-application. If the RRIF Fee for the particular land use has decreased

between the time of original and new building permit, the Feepayer shall be entitled to a refund of the difference at the time of re-application.

- b. A refund for previous payment of an impact fee must be requested by the Feepayer. Any exemption, credit, or refund not so requested prior to or at the time of re-application shall be deemed waived by the Feepayer.
 - c. If the RRIF Fee was paid in total or in part with RRIF Waivers, that portion paid with the RRIF Waiver is subject to the terms and conditions of the Offset Agreement related to the RRIF Waivers.
4. A refund of the RRIF Fee shall not be granted if the building permit expires, but construction has commenced, i.e., the foundation inspection for the structure has been passed. In this case, the Feepayer will not have to pay an impact fee if he re-applies for a building permit, except in the case where the RRIF Fee has increased between the time of the original building permit and the new building permit. In any case of re-application, the provisions of Section IV.F, Change of Use, shall apply.
 5. If RRIF Fees were not paid at the time of the building permit, no RRIF Fees shall be due if a building permit, mobile home set-up permit, or recreational vehicle park building permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced.

IV. DETERMINATION OF RRIF FEE BASED ON FEE SCHEDULE

The amount of the RRIF Fee will be determined pursuant to the provisions of this Section unless an administrative determination is necessary.

A. Land Use Classification

The Local RRIF Administrator will classify the proposed use into one or more of the land use categories included in the fee schedule, based on the following guidelines.

1. Land Use Definitions. The general land use categories included in the fee schedule are defined as follows:
 - a. Residential
 - Single-Family. A single-family dwelling unit located on a single lot, including duplexes, condominiums, and townhouses.

Multi-Family. Residential properties with three or more housing units.

b. Industrial

General Light Industry. An industrial establishment that usually employs fewer than 500 persons and has an emphasis on activities other than manufacturing. Typical light industrial activities include printing plants, material testing, assembly of data processing equipment, and power stations.

Manufacturing. A site where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally also have office, warehouse, research, and associated functions.

Warehouse. An establishment primarily devoted to the storage of materials, which also may include office and maintenance areas.

Mini-Warehouse. A building in which a storage unit or vault is rented for the storage of goods. Each unit is physically separated from other units and access is usually provided through an overhead door or other common access point. They are typically referred to as “self-storage” facilities.

c. Commercial

General Commercial. A shopping center or an individual free-standing store selling general or specialty merchandise. See Section IV.N for additional information on calculating shopping center fees.

Eating/Drinking Places. Buildings or tenant spaces containing eating or drinking establishments.

Casino/Gaming. An establishment which provides non-restricted gaming operations.

d. Office & Other Services

Day Care Center. A facility where care for pre-school aged children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Some centers also provide after-school care for children.

Schools. (see Note 1 & Note 2 below) – An educational facility that serves students including elementary, middle school, high school, college/university and technical trade schools.

***Note 1.** In accordance with amendments made to NRS 278B, property owned by a public school district is exempt from paying impact fees. However, schools or private uses housed within public school district facilities are not exempt from impact fees.

***Note 2.** The State Attorney General has issued an opinion that the State University System is exempt from local impact fees (Opinion No. 97-29). Private universities, colleges, etc. are subject to impact fees.

Hospital. Any institution where medical or surgical care and overnight accommodations are provided to non-ambulatory and ambulatory patients. Does not refer to medical clinics or nursing homes.

General Office. A building or tenant spaces where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services, insurance companies, investment brokers, and tenant services such as a bank or savings and loan.

Medical-Dental Office Building. A facility that provides diagnoses and outpatient care on a routine basis, but which is unable to provide prolonged in-house medical/surgical care. This type of building is generally operated by multiple private physicians or dentists with high volume patient activity.

Nursing Home. A facility whose primary function is to care for persons who are unable to care for themselves. Examples of such facilities include rest homes, chronic care, and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites. Nursing homes are occupied by residents who do little or no driving; traffic is primarily generated by employees, visitors and deliveries.

Lodging. A building or any part thereof, kept, used as, maintained as, or advertised as, or held out to the public to be a place where sleeping accommodations are furnished to the public whether with or without meals and furnishing accommodations for periods of less than one month.

Regional Recreational Facilities. Regionally significant recreational facilities, including but not limited to ball fields, boating or swimming facilities, campsites or other indoor/outdoor recreational uses.

2. Expanded Use Listing. An expanded list of specific land uses is provided in Exhibit A. This list will be used by the Local RRIF Administration in conjunction with the above definitions to assign a specific land use to one of the land use categories in the fee schedule.
3. North American Industry Classification System (NAICS). In the event that the classification established by this Manual is unclear, the most current edition of the NAICS Manual, as published by the Department of Commerce, Bureau of Census, shall be used as the final authority.
4. Alternative Methods. If it is determined that there is no comparable type of land use in the fee schedule or Exhibit A, the RRIF Fee shall be determined administratively as described in Section V of this Manual. If a Feepayer opts not to have the RRIF Fee determined according to the fee schedule or determined administratively, then the Feepayer shall prepare and submit an independent fee calculation study in accordance with Section VI of this Manual.

B. Units of Development

Once a proposed development has been classified into one or more of the general land use categories included in the fee schedule, the RRIF Fee shall be determined by multiplying the fee amount per unit of development for each land use category by the number of proposed development units.

C. Mixed Use Development

If a parcel or development includes both residential and non-residential land uses, the RRIF Fees are assessed for each use based on the fee schedule and the results are aggregated. In some cases, Feepayers may suggest that the RRIF Fee should be reduced to account for internal trips between residential and non-residential land uses. There are no provisions in this Manual for such a reduction. However, the Feepayer has the option of completing an Independent Fee Calculation Study in accordance with Section VI of this Manual.

D. Mixed Use Structures

1. In many instances, a structure or structures may include accessory uses associated with the primary land use. For example, in addition to the actual production of goods, manufacturing facilities may also have office, warehouse, research, and other associated functions.

The RRIF Fee shall be assessed based on the primary land use, as determined by the Local RRIF Administrator.

2. To be considered an accessory land use in a mixed use structure or structures, a land use must satisfy two conditions: The principle function of each accessory land use must be to support the primary land use and it must be 25% (see subsection 3 below) or less of the GFA of the primary land use. The Feepayer shall certify in writing to the Local RRIF Administrator that the principle function of any land use claimed as an accessory land use is to support a primary land use and, further, identify the supported primary land use. Any use, which does not meet both these criteria, regardless of size, shall be considered a primary land use and the RRIF Fee shall be calculated accordingly. For example, a Feepayer with a 10,000 square foot structure certifies that the primary land use is 8,000 square feet (SF) of manufacturing with functions, principally in support of the manufacturing use, consisting of 1,000 SF (12.5%) of warehouse, and 1,000 SF (12.5%) of office. Since the warehouse and office uses have been certified to be principally in support of the primary land use and each supportive function is less than 25% of the primary land use GFA, they are legitimate accessory uses. The RRIF Fee for the entire 10,000 square foot structure is therefore based on the primary land use rate for manufacturing.
3. If any use which supports the primary land use is greater than 25% of the GFA of the primary land use, it becomes an additional primary land use. Therefore, a mixed-use structure may have more than one primary land use. The RRIF Fees are then assessed for each primary land use based on the fee schedule and the results are aggregated. Accessory land uses to the primary land uses are treated as described in Section IV.D. For example, a Feepayer with a 10,000 square foot structure certifies that the primary land use is 6,000 SF of manufacturing, with supportive functions of 3,000 SF (50%) of warehouse, and 1,000 SF (16.7%) of office. Since the warehouse use is greater than 25% of the GFA of the manufacturing use, it becomes an additional primary land use. The RRIF Fee is therefore based on the two primary land use rates: 7,000 SF at the manufacturing rate (6,000 manufacturing + 1,000 office) plus 3,000 SF at the warehouse rate.
4. In the case of a mixed-use structure with more than one primary land use, the RRIF Fees are assessed for each primary land use based on the fee schedule and the results are aggregated. For example, a Feepayer with a 10,000 square foot structure certifies that there are two primary land uses, namely, 8,000 SF of general office and 2,000 SF of daycare that is unrelated to the office operation. The general office primary land use is further broken down to 7,000 SF of general office use and a supportive function of 1,000 SF (14%) of warehouse.

The RRIF Fee would then be based on the primary land use rates of 8,000 SF at the general office rate plus 2,000 SF at the daycare rate. If the supporting warehouse function to the general office had been greater than 25% of the general office GFA, the warehouse function would become an additional primary land use. In the above example, if the warehouse area had been 2,000 SF (33%), the RRIF Fee would then be based on three primary land use rates of 6,000 SF at the general office rate, plus 2,000 SF at the warehouse rate, plus 2,000 SF at the daycare rate.

Note: see Exhibit F for blank worksheets

5. In all cases, the burden shall be on the Feepayer to provide written certification to the satisfaction of the Local RRIF Administrator of the breakdown of the primary land uses and any supportive accessory uses in percent and GFA.

Note: 25% is based on the International Building Code, Current Edition

E. Shell Permit

Developers will often apply for a building permit to construct the “shell” of a building, i.e. a Shell Permit. Remodeling permits would be issued later to finish construction of the interior of the structure. The RRIF Fee shall be paid prior to the issuance of the building permit for construction of the shell or prior to the Certificate of Occupancy, as approved by the Local Participating Government. The amount of the RRIF Fee shall be based on the intended land use as described by the developer. If the intended land use is not known, and in the absence of a contract or lease stating what the use will be, the RRIF Fees shall be assessed based on the land use allowed under the existing zoning for the lot or parcel which generates the least traffic impact as determined by the Local RRIF Administrator. If it is found during review of the application for a remodeling permit that the actual land use differs from the intended land use as described by the developer, a determination shall be made as to whether or not an additional RRIF Fee is due based on the procedures for Change of Use in Section IV.F. If so, the additional RRIF Fee shall be paid prior to the issuance of a remodeling permit for the completion of the building.

F. Change of Use

1. In the case of a change of use, redevelopment, or modification of a previous land use, which requires the issuance of a building permit, the RRIF Fee shall be based upon the net increase in the RRIF Fee for the new use as compared to the previous use. The amount of the RRIF Fee due as a result of the change in land use shall be determined and paid at the time that the Feepayer applies for the building permit.

2. Previous land use shall be the most recent lawful land use physically existing and active on the property. The Feepayer shall furnish documentation required by the Local RRIF Administrator to determine the most recent previous use, including any gaps in time when there was no use. In the absence of satisfactory documentation, the Local RRIF Administrator shall treat the parcel as vacant land.

The burden shall be on the Feepayer to provide written certification to the satisfaction of the Local RRIF Administrator of the breakdown of the primary land uses and any supportive accessory uses in percent and GFA of the existing and the proposed changes to the land use. For example, an existing 10,000 square foot manufacturing structure, as certified by the Feepayer, consists of 8,000 SF of manufacturing and supportive functions of 1,500 SF (18.8%) warehouse and 500 SF (6.3%) office. The proposed changes to this 10,000 square foot structure, as certified by the Feepayer, will result in 7,500 SF of manufacturing and supportive functions of 1,800 SF (24.6%) of warehouse and 700 SF (9.3%) office. With these changes, the accessory uses still remain below the 25% threshold as stated in Section IV.D, Mixed Use Structures. In this case, no RRIF Fee will be charged. If the entire incremental change had been in the warehouse use (i.e. 7,500 SF of manufacturing, 2,000 SF of warehouse, and 500 SF of office), the warehouse use would become an additional primary land use since the warehouse use is now greater than 25% as stated in Section IV.D, Mixed Use Structures. The RRIF Fee is now based on 8,000 SF at the manufacturing rate plus 2,000 SF at the warehouse rate. If the new RRIF Fee is greater than the original RRIF Fee, an additional fee amount is charged for the difference between the new fee and the original fee. If the new fee amount is less than the original fee amount, no additional fee amount is charged. Under no circumstances will a refund of RRIF Fees be granted for a change in use.

Note: see Exhibit F for blank worksheets

3. The Local RRIF Administrator shall calculate the RRIF Fee due to a change in use. The Local RRIF Administrator shall be guided in the determination of the RRIF Fee by the sources listed in Section IV.A, Land Use Classification. Under no circumstances will a refund of the RRIF Fee be granted for change of use.

G. Auxiliary Uses

Auxiliary land uses are uses which are secondary to the primary land use and are typically not measured in the same units as are used for fee assessment. For example, an apartment complex where the unit of

assessment would be per dwelling which has a clubhouse for use of the tenants. The club house would be an auxiliary use and would generally not be assessed a separate impact fee unless it can be established by the Local RRIF Administrator that the auxiliary land use serves as an individual attraction. However, structures that meet the definition of a “dwelling” are not exempted as auxiliary uses.

H. Facilities Constructed for Private Use

For land uses limited exclusively to private use, which are internal to a particular development and for the exclusive use of residents within the development or their guests, and which, therefore have no off-site street impact, e.g., private clubhouse or dining facilities built as part of a planned development, no RRIF Fee will be charged if the following conditions are met:

1. The final approval, which identifies the facility, includes a condition of approval limiting the facility exclusively to private on-site use.
2. There exists sufficient authority and documentation that authorizes the Local RRIF Administrator to revoke the Certificate of Occupancy for the building or structure in question.
3. There exists sufficient authority and documentation which authorizes the Local RRIF Administrator to withhold all permits of all types on any and all phases of the development of which the building or structure is a part of until the correct impact fees are paid for public use of the facility, if public use occurs in violation of the condition.
4. In addition to the above, the Local RRIF Administrator is authorized to proceed with the actions and sanctions delineated in Section III.C.3, Underpayment of Fee Based on Error or Misrepresentation, if public use occurs in violation of the condition.

For land uses that are partially limited to private use internal to a particular development, only the portion of the facility devoted to public use will be assessed a RRIF Fee, if the final approval contains the same conditions listed in subsections 1-4 above, which identify and restrict part of the facility to exclusive private use and grants similar authorization to the Local RRIF Administrator if public use occurs in violation of the condition.

I. Relocation of Dwelling Unit

RRIF Fees shall be assessed for structures or mobile homes moved from one location to another, unless the structure or unit being moved is a replacement of an equivalent use at the new location. If the structure or mobile home so moved is replaced by an equivalent use at the old location, no RRIF Fee shall be due for the replacement use. In every case, the

burden of proving past payment of RRIF Fees, exemption or equivalency of use rests with the Feepayer.

J. Model Homes

Single-family model homes constructed on single-family lots shall pay the RRIF Fee for a single-family dwelling unit as shown on the fee schedule. Multi-family models shall pay the multi-family rate.

K. Mobile Homes

RRIF Fee for the set-up of a mobile home residence must be paid prior to the issuance of the requested permit. An exemption will be granted if it can be documented that a RRIF Fee has been paid previously for a mobile home set-up on the same lot, parcel, or space. Documentation to be used by the Local RRIF Administrator may include utility bills for the period of time in question, the tax rolls or other such records deemed appropriate by the Local RRIF Administrator. The RRIF Fee will be based on the single family dwelling.

L. Supplemental Units/Mother-in-law Attached or Detached Dwellings

RRIF Fee for supplemental (mother-in-law) units, attached or detached to a single family detached dwelling unit, are assessed at the multi-family rate in addition to the single family rate.

M. Recreational Vehicles (RV's)

The provision of an RV site will be assessed a RRIF Fee at the Lodging (Per Room) rate in the fee schedule. No RRIF Fees shall be assessed for "move in" of a recreational vehicle in an RV park that has already paid a RRIF Fee.

N. Shopping Centers

A shopping center is an integrated group of commercial establishments that is planned, developed, owned and managed as a unit. The RRIF Fee shall be assessed on the gross leasable area.

O. Casino/Gaming

RRIF Fees for new gaming/resort development will be determined based upon the number of hotel rooms and RV spaces, and the appropriate rates for these uses. Separate RRIF Fees for the gaming area or the typical gaming/resort amenities such as restaurants, incidental retail shopping, entertainment facilities, etc. shall not be charged.

For an existing casino/resort development, the RRIF Fees for adding additional rooms will be assessed at the hotel/motel rate. The RRIF Fees

for adding additional gaming/casino floor area with no additional rooms will be assessed at the casino gaming area rate. The RRIF Fees for adding additional gaming/casino floor area and rooms will be assessed at either the casino gaming area rate or the hotel/motel rate whichever produces the higher of the two fee amounts.

A Feepayer may request the Local RRIF Administrator or RTC RRIF Administrator to treat a new casino/resort development or an expansion of an existing casino/resort development as a phased project.

A phased project is considered to be a project where multiple building permits will be applied for over a period not to exceed five (5) years within the development area. RRIF Fees will be assessed as indicated in the previous paragraph except the RRIF Fee calculation will combine any previous building permits issued with each new building permit applied for within the five (5) year period. Any RRIF Fees collected on previous building permits will be subtracted from the new RRIF Fee calculation. A credit for a previous payment of RRIF Fees for a phased project must be requested by the Feepayer. Any credit not requested prior to or at the time of the application for a building permit shall be deemed waived by the Feepayer. It shall be the Feepayer's responsibility to furnish, as required by the Local RRIF Administrator or RTC RRIF Administrator, all information necessary to validate the phased project.

For example, a Feepayer may propose a phased project to expand the casino gaming area in the first year with the intention to expand rooms one (1) year later. A \$100,000 RRIF Fee is assessed for the additional gaming/casino floor area at the casino gaming area rate for the first building permit. For the expansion of the rooms a year later, a re-assessed \$500,000 RRIF Fee (based on the then current fee schedule) is calculated for the additional rooms at the hotel/motel rate. The RRIF Fee for the additional rooms would be \$500,000 - \$100,000 previously collected = \$400,000.

Other traffic generating land uses of a type or magnitude that are not typically associated with casino/resort development will be charged RRIF Fees, in addition to the room or casino gaming area based fees.

P. Houses of Worship

A building providing public worship services and generally housing an assembly hall or sanctuary, meeting rooms, classrooms and occasionally dining, catering, or party facilities. RRIF Fees will be assessed on the Office space. If applicable, an additional fee amount will be assessed for school and/or daycare areas.

Q. Convenience Store with Gas Pumps

RRIF Fees are assessed based on the total square footage of the convenience store building plus the area covered by the canopy for the gas pumps.

V. ADMINISTRATIVE DETERMINATION OF RRIF FEES

A. General

RRIF Fees shall be assessed in accordance with the land use type in the fee schedule at the time of impact fee payment. If it is determined that there is no comparable type of land use in the fee schedule, then the Local RRIF Administrator shall determine the RRIF Fee pursuant to the provisions of this Section. If the Feepayer disagrees with the RRIF Fee determined administratively (or based on the fee schedule), the Feepayer may prepare an independent fee calculation study in accordance with Section VI of this Manual.

B. Methodology

If it is determined that there is no comparable type of land use in the fee schedule, then the Local RRIF Administrator shall determine the RRIF Fee by:

1. Determining the Most Comparable Use. If the type of development activity is not specified in the fee schedule or in Exhibit A, the Local RRIF Administrator shall determine the RRIF Fee on the basis of the fee schedule applicable to the most nearly comparable type of land use. The Local RRIF Administrator shall be guided in the selection of a comparable type by the reports titled:
 - a. Trip Generation – An Informational Report and Trip Generation Handbook (latest edition), prepared by the Institute of Transportation Engineers (ITE).
 - b. Articles or reports appearing in the ITE Journal as deemed acceptable by the Local RRIF Administrator.
 - c. Studies or reports done by or for the U.S. Department of Transportation, Nevada Department of Transportation, the RTC, Reno, Sparks, or Washoe County, and deemed acceptable by the Local RRIF Administrator.

These sources should also be used when possible to determine other relevant traffic parameters to the RRIF Fee calculation (i.e., trip length, Percent New Trips). In the event that those parameters are not available, the parameters identified in the fee schedule, applicable to the most nearly comparable type of land use should be used; and

Applying the formula:

$$\text{IMPACT FEE/UNIT} = \text{VMT/Unit} \times \text{NC}$$

$$\text{VMT/UNIT} = \text{ADT/Unit} \times \text{A} \times \text{B} \times \text{C}$$

Where:

ADT/Unit = Average number of trips generated per unit of development on a weekday

A = Trip Adjustment (%)

B = Trip Length Weight Factor (%)

C = Average Trip Length (Miles)

VMT/Unit = Vehicle-Miles of Travel per unit of development

NC= Net Cost per VMT. For the purposes of this formula, use the current net cost per VMT by Service Area as identified in the RRIF Capital Improvements Plan.

C. Miscellaneous Land Uses Types

The Local RRIF Administrator shall maintain a list of the RRIF Fees determined administratively for miscellaneous land use types. The list of the RRIF Fees previously determined administratively that will be updated periodically as new RRIF Fees are determined.

D. Pre-Development Review RRIF Fee Calculation

Any person contemplating establishing a traffic-generating land development activity may request a preliminary determination of the RRIF Fees due from such development. A person requesting a pre-development review RRIF Fee calculation shall submit to the Local RRIF Administrator the pertinent information identified by the Local RRIF Administrator. Using the information regarding the proposed project as submitted, the Local RRIF Administrator will provide, within fifteen (15) days of the date of submittal, a preliminary calculation of the RRIF Fees due for the proposed project.

VI. INDEPENDENT FEE CALCULATION STUDY

A. Option to the Feepayer

If a Feepayer opts not to have the RRIF Fee determined according to the fee schedule or administratively, then the Feepayer shall prepare and submit an independent fee calculation study in accordance with this Section. The utilization of this option by the Feepayer shall not exempt the Feepayer from paying the RRIF Fee prior to the issuance of a building permit, mobile home set-up permit, or recreational vehicle building permit.

B. Notice of Intent by Feepayer

The Feepayer shall inform the RTC RRIF Administrator in writing of their intent to utilize an independent fee calculation study submitted with a fee of \$500, which is non-refundable and does not go toward RRIF Fee, for administrative costs associated with the review and decision on the study. The notice of intent shall include the basis for opting to do an independent fee calculation study. The RTC RRIF Administrator shall then schedule a pre-application meeting with the applicant and the Local RRIF Administrator.

C. Pre-Application Meeting

Before beginning the independent fee calculation study, the Feepayer or their designated representative shall attend a pre-application meeting with the RTC RRIF Administrator and the Local RRIF Administrator. The purpose of the pre-application meeting will be to discuss the procedures of the independent fee calculation study, the methodology to be employed, and the standards to be met.

Results, conclusions, and agreements reached at the pre-application meeting regarding the scope of the study, methodology, required forms or documentation, or procedures, which may not constitute a waiver of the provisions of this Manual, shall be placed in writing by the RTC RRIF Administrator in a memorandum, and a copy of the memorandum shall be sent to the applicant. The applicant shall acknowledge receipt and acceptance of this memorandum, in writing, to the RTC RRIF Administrator. By accepting this memorandum, the applicant is obligated to turn over the completed study to the RTC RRIF Administrator prior to payment of the RRIF Fee. Further, the applicant is obligated to abide by the findings of the study, **even if it results in the need to pay a greater fee than that which would have been paid had the RRIF Fee been determined under the provisions of Section IV or Section V of this Manual.**

D. General

1. The purpose of the independent fee calculation study is to measure the impact of the development in question on the RRIF Capital

Improvements included in the RRIF Capital Improvements Plan. The fee computed for the development in question under the independent fee calculation study provisions is not intended to apply to other developments of the same use.

2. The independent fee calculation study shall follow the methodologies and formats which are agreed upon during the pre-application meeting and in accordance with any documentation or methodology required by this Manual.
3. The independent fee calculation study shall be prepared and presented by qualified, registered, and professional engineers with experience in traffic engineering. The methodology shall be consistent with best professional practice and support the central claim of the study. The study shall provide all necessary supporting documentation and information. Failure to adhere to best professional standards is a basis for rejection of the study. The applicant's submission shall certify that the study complies with best professional practices and this attestation shall be sealed.
4. The applicant shall submit the study to the RTC RRIF Administrator, at which time a 30-day review period shall begin.

E. Sufficiency Determination

1. The RTC RRIF Administrator, after consultation with the Local RRIF Administrator, will review the independent fee calculation study for sufficiency, methodology, technical accuracy, and findings. The RTC RRIF Administrator shall have thirty (30) days to inform the applicant, in writing, of any deficiencies or defects in the study, or to find the study complete and competent.
2. If the applicant does not respond to the RTC RRIF Administrator regarding a finding of deficiency within thirty (30) days of receipt of the notice, the RTC RRIF Administrator will consider the independent fee calculation study to be invalid.
3. The thirty (30) day sufficiency review shall begin when the submission is received and date stamped by the RTC RRIF Administrator. If the study is found to be deficient, the thirty (30) day time period shall begin again with the submission of a new or modified study.

F. Notification to Feepayer

Within thirty (30) days of submittal of the independent fee calculation study, the RTC RRIF Administrator shall notify the Feepayer in writing of the acceptance, conditional acceptance, or rejection of the study.

G. Determination of Fee

The determination of the amount of the RRIF Fee shall be made by the RTC RRIF Administrator. If the study is approved, the RRIF Fee will be determined on the basis of the study findings; if the study is denied, the RRIF Fee will be determined using the fee schedule or administratively.

H. Effective Date

The date at which the independent fee calculation study is approved by the RTC RRIF Administrator, or thirty (30) days after submission if there is no finding, shall be the effective date for any fees established pursuant to an independent fee calculation study.

I. Application for a Building Permit

It shall be the responsibility of the Feepayer, at the time of application for a permit, to submit a claim including supporting documentation for modified RRIF Fees resulting from an approved independent fee calculation study.

J. Independent Fee Calculation Guidelines

The impact fee structure identified in the RRIF Program was established based on average travel characteristics for land uses within Washoe County. While those characteristics and resultant RRIF Fees were based on the best available data and sound engineering practices, it is recognized that individuals may desire to conduct independent surveys of their project's trip generation, trip length, and Percent New Trips and recalculate their particular RRIF Fee per unit of development. All of the following variable inputs to the impact fee formula set forth in Section V.B must be included in any independent fee calculation study unless it is mutually agreeable between the RTC RRIF Administrator and the Feepayer to use established parameters as summarized in the fee schedule.

1. Trip Generation Rate Studies. The trip generation rates used in the calculation of the RRIF Fees are identified in the fee schedule. However, Feepayers conducting an independent fee calculation study shall be permitted to conduct local, independent surveys of trip generation rates to confirm or contradict the rates identified in the fee schedule or to establish rates for land uses not identified in the fee schedule.

The methodology for conducting an independent survey of trip generation rates is summarized as follows:

- a. A minimum of three (3) sites for the land use in question should be selected. The selected sites should be single-use sites with exclusive driveways.

- b. The site inventory and sites proposed for the survey shall be reviewed by the RTC RRIF Administrator, who will be responsible for the approval of the sites to be surveyed prior to initiation of the survey.
 - c. Two-way, 24-hour counts must be made for all driveways for three consecutive weekdays with counts recorded hourly, except during the peak periods of 7:00 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m.; and 4:00 p.m. to 6:00 p.m. during which periods counts shall be recorded at fifteen (15) minute intervals.
 - d. Equipment at each site should be checked periodically to ensure a proper count. No count should be conducted during a special event traffic day. Equipment failure or inclement weather should be grounds for aborting the count. If machine recordings are made, the original tapes must be submitted.
 - e. The trip generation date and generation rate shall be summarized and calculated in a report. Trip generation rates shall be calculated using the same unit basis (i.e., dwelling units, gross floor area, etc.) by use as identified in the RRIF Capital Improvements Plan. All calculations and assumptions, such as seasonal adjustments, shall be clearly reported and documented.
 - f. All traffic counts and analyses shall be conducted by a qualified, state of Nevada registered professional engineer with experience in traffic engineering.
2. Trip Length Studies: Alternative trip length data shall be based upon origin/destination and trip purpose studies conducted at land uses the same as or comparable to the proposed land development activity. As with the trip generation studies, the following conditions shall be met:
- a. A minimum of three sites for the land use in question should be surveyed for three (3) consecutive weekdays.
 - b. The site inventory, sites proposed for the surveys, and the detailed survey methodology shall be reviewed and approved by the RTC RRIF Administrator prior to the initiation of the survey.
 - c. At a minimum, the following data must be obtained:
 - (1) Trip origin by location (major street intersection, landmark);

- (2) Trip destination by location (major street intersection, landmark); and
 - (3) Primary trip purpose.
 - d. The origin/destination and trip purpose data should be coded and summarized using the summary report form provided by the RTC RRIF Administrator. All calculations and assumptions, including documentation of the sample size confidence level, shall be clearly reported and documented.
 - e. All surveys shall be conducted by a qualified, State of Nevada registered professional engineer with experience in traffic engineering.
3. Percent New Trips Studies. Alternative trip data relevant to the Percent New Trips shall be based upon trip purpose studies conducted at land uses the same as are comparable to the proposed land development activity. As with other studies, the following conditions shall be met:
- a. A minimum of three sites should be surveyed for three (3) consecutive weekdays.
 - b. The site inventory, sites proposed for the surveys, and the detailed survey methodology must be reviewed and approved by the RTC RRIF Administrator prior to the initiation of the survey.
 - c. For all uses, the questions and interpretation of survey results, by land use, shall be as determined by the RTC RRIF Administrator. Trip data will be coded and summarized. All calculations and assumptions, including documentation of the sample size confidence level, shall be clearly recorded and documented.
4. Internal Orientation Studies. Certain mixed use developments may capture a portion of their total trip generation on-site. Those trips would be internal to the site and would not impact the external road network. The degree of internal orientation that can be expected is dependent on the type, character, quantity, and location of uses in the particular mixed-use development.

Trip ends in a mixed-use development are comprised of “attractions” and “productions”. The land uses contained in the fee schedule can be classified into those two groups as follows:

<u>Attractions</u>	<u>Productions</u>
- Office/Commercial	- Residential
- Industrial	- Hotel/Motel
- Institutional	
- Recreational	

For mixed use developments not opting to conduct a more refined analysis, a 10% deduction in trip generation will be given for the smaller trip type (i.e., attractions or productions) with that volume also deducted from the predominant trip type were attractions, a 10% deduction would be applied to the attraction total. That volume (10% of the attraction trips) would also be deducted from the production trips. If a Feepayer desires to obtain credit for more than 10% internal orientation for a specific mixed use development, detailed trip studies shall be conducted. Those studies must include, but not be limited to, the following:

- a. Detailed site plan identifying development land uses, internal vehicular circulation systems, and internal pedestrian circulation systems.
- b. Trip generation by land use, and by attractions and productions.
- c. Trip matrix identifying by trip purpose and on-site origins and destinations, inbound and outbound internal trip ends.
- d. Trip table identifying total trip generation, external trip ends, and internal trip ends by land use.

VII. STUDIES TO ESTABLISH NEW/REDEFINED LAND USE CATEGORIES

A. Studies by the RTC RRIF Administrator

From time to time, the RTC RRIF Administrator, in conjunction with the Local RRIF Administrators, may undertake studies necessary for the creation of a land use category not included in the fee schedule or to redefine an existing land use category. The results of such studies may be proposed for inclusion in the periodic updates to this Manual.

B. Studies by Others

Third parties interested in proposing the addition of new land uses or the redefinition of existing land uses and the trip generation data associated therewith, shall undertake the necessary independent studies as identified by the RTC RRIF Administrator at their sole expense. Completion and acceptance of such studies by the RTC RRIF Administrator shall in no way

be construed as binding the Participating Local Governments to accept the results of such studies or to amend this Manual to incorporate them into the land use fee structure.

1. Notice of Intent

Prior to initiating an independent land use study, the applicant shall inform the RTC RRIF Administrator of its intent in writing. Upon receiving this notice, the RTC RRIF Administrator shall schedule a pre-application meeting with the applicant.

2. Pre-application meeting

Prior to commencing with an independent land use study, the applicant shall meet with the RTC RRIF Administrator to discuss the scope, methodology, procedures, and standards to be met of the required study.

Results, conclusions, and agreements reached at the pre-application meeting regarding the scope of the study, methodology, required forms or documentation, or procedures, which may not constitute a waiver of the provisions of this Manual, shall be placed in writing by the RTC RRIF Administrator in a memorandum, and a copy of the memorandum shall be sent to the applicant.

If the applicant wishes to proceed with the study, it shall acknowledge receipt and acceptance of the RTC RRIF Administrator's memorandum in writing and return this acknowledgment to the RTC RRIF Administrator, with an application fee of \$1,500 for administrative costs associated with the review and decision on such a study. By accepting the memorandum, the applicant is obligated to turn over the completed study and assign all rights to the study to the RTC RRIF Administrator upon its completion.

3. RTC RRIF Administrator

Upon completion and acceptance of an independent land use study, the RTC RRIF Administrator shall include the relevant results of the study in the next proposed general update to this Manual for consideration by the Participating Local Governments.

VIII. REFUNDS

A. Expiration, Revocation, Surrender of Permit

Under the conditions defined in Section III.F, Expiration of Building Permit, a Feepayer shall be entitled to a refund, without interest, equal to the full

amount of the RRIF Fee paid. In the case of an expired building permit that was obtained in whole or in part by the use of RRIF Waivers or CCFEA Credits issued pursuant to an Offset Agreement or CCFEA, the entire RRIF Fee may be refunded only if a written request is made to the RTC RRIF Administrator within thirty (30) days of the expiration, revocation, or surrender of the building permit. The refund will be in the same proportion (cash vs. RRIF Waiver vs CCFEA Credit) as the original payment. For refunds related to a RRIF Waiver, the RTC RRIF Administrator will notify the affected Participating Local Government and adjust the remaining RRIF Waiver balance associated with the Development of Record.

B. Overpayment

A refund, with interest accrued on the cash amount overpaid, will be made if it is determined, as a result of appeal or independent fee calculation study, that overpayment of the RRIF Fee has occurred.

C. RRIF Revenues Not Expended

Upon the application of owner of record, the RTC RRIF Administrator shall refund the applicable fee paid plus interest accrued if the fee, or any portion thereof, has not been spent for the purpose for which it was collected within ten (10) years after the date on which it was collected.

1. RRIF Fee revenues shall be deemed expended or encumbered when a contract or agreement obligating all or a portion of the payment of said funds shall be approved by the RTC RRIF Administrator.
2. No refunds of RRIF Fees pursuant to the above criteria will be provided for in the event the owner of record does not request such a refund.
3. Before issuance of the refund can be authorized, the owner of record shall submit a written request for refund to the RTC RRIF Administrator. This request must be submitted within one hundred eighty (180) days of the date funds are considered refundable.
4. In applying for the refund, it shall be the applicant's responsibility to pursue the acquisition of, and/or furnish, as required by the RTC RRIF Administrator, all materials and information necessary to validate proof of payment of the RRIF Fee, the date and amount paid, and the permit issued as a result of that payment. The RTC RRIF Administrator shall verify whether the RRIF Fee is refundable, and if so, process the applicant's request.
5. The refunded RRIF Fee, including accrued interest, shall be returned to the owner of record.

D. Recalculation of Fees

1. At the time the review of the RRIF Program is initiated, the RTC RRIF Administrator shall recalculate the RRIF Fees according to the provisions of this Section.
2. The net cost per service unit shall be recalculated using the identical methodology as was used to calculate the net cost per service unit in the last update of the RRIF Capital Improvements Plan, but substituting actual costs of completed projects for the estimated costs included in the RRIF Capital Improvements Plan.
3. The RTC RRIF Administrator shall automatically refund the RRIF Fees paid plus interest accrued to all Feepayers if:
 - a. The actual cost of the fully completed capital improvements plan is less than the RRIF Fees paid. In such cases, the difference is refunded; or
 - b. The recalculated net cost per service unit at the time of a capital improvements plan update is less by more than 10% of that estimated in calculating the RRIF Fees. In such cases, the difference beyond 10% is refunded.

E. Termination

In the event that the imposition of the RRIF Fees is terminated in any or all of the Participating Local Governments, any RRIF Fees collected from development in that jurisdiction and not spent or encumbered at the time of such termination shall be considered refundable upon application of the owner of record.

1. Within thirty (30) days following the effective date of this termination, the Participating Local Government shall turn over all funds in the Participating Local Government's Trust Fund and all pertinent records to the RTC RRIF Administrator.
2. The RTC RRIF Administrator shall notify Feepayers that they may be eligible for a refund upon application of the Feepayer or their successor in interest. The refund application must be submitted by the Feepayer or their successor in interest within one hundred eighty (180) days following the publication of the first notice. Holders of CCFEA Credits issued pursuant to a CCFEA or RRIF Waivers pursuant to an Offset Agreement shall be considered Feepayers for purposes of refund under this termination procedure.
3. Fees available for refund shall be those not expended or encumbered as described in Section VIII.C.

4. No refunds of impact fees will be provided for in the event the owner of record does not request such a refund. Fees available for refund shall be prorated over those eligible Feepayers submitting proper application for refund. In no case shall the Feepayer receive a refund greater than the amount originally paid plus accrued interest.
5. Any RRIF Fees available for refund and not so refunded shall remain in the RTC's Trust Fund. In the event that all Participating Local Governments terminate the imposition of the RRIF Fee, the remaining funds shall be expended on RRIF Capital Improvements identified in the RRIF Capital Improvements Plan.

IX. EXEMPTIONS

A. Must Be Claimed by Feepayer

An exemption must be claimed by the Feepayer at the time of the application of a building permit. An exemption not so claimed shall be deemed waived by the Feepayer.

B. Total Exemptions

The following shall be exempted from payment of RRIF Fees:

1. Alterations. Alteration or expansion of an existing building or use of land where no additional living units will be produced over and above those in the existing use of the property, the use is not changed, and where no additional vehicular trips will be produced over and above those produced by the existing use.
2. RV Site Amendment. An amendment to a recreational vehicle building permit, provided that the amended recreational vehicle building permit does not increase the number of recreational vehicle units permitted.
3. Federal Buildings. A building permit obtained by or for the United States of America. Privately owned properties or facilities leased for general government operations and activities and private residential, commercial or industrial activities constructed or operated through lease agreements on public lands, or in public facilities, shall not be considered governmental or public facilities and shall be subject to the provisions of this Manual.
4. State Buildings. In accordance with an opinion issued by the State Attorney General (Opinion No. 97-29), the State of Nevada is exempt from the payment of impact fees and transportation taxes to local governments.
5. Property owned by a public school district or State University. In accordance with amendments made to NRS 278B and the opinion

of the State Attorney General (Opinion No. 97-29), public school districts and the State University System are exempt from paying impact fees. However, private schools and private universities or private uses housed within public school district and public university facilities are not exempt from impact fees.

6. Internal Uses. Under the conditions set forth in Section IV.M, land uses devoted entirely or partially to exclusive private use, which are internal to a particular development and therefore have no off-site street impact.
7. Previous Approval Exemptions.
 - a. Development approvals that meet either of the following criteria shall be exempt from payment of RRIF Fees:
 - (1) Projects with discretionary approvals from the Elected Board: 1) In the City of Reno prior to May 28, 1991, and the applications for which approvals required the preparation of a traffic report consistent with the City of Reno guidelines and subsequent off-site traffic related improvements other than proportionate share contributions: or 2) outside of Reno but within the Service Areas prior to the adoption of the Regional Road Impact Fee, and the applications for which approvals required off-site traffic related improvements other than proportionate share contributions.
 - (2) Those project approvals that meet the above criteria and for which additional traffic studies are required in order to monitor the cumulative traffic impacts of phased development. Such projects shall be required to do the traffic mitigation required as conditions of approval. Projects that meet the first criteria with the exception that no off-site, traffic-related improvements are required other than proportionate share cash contributions shall remain exempt until September 1, 1997. As of September 2, 1997, these projects shall be subject to payment of Fees and all proportionate share cash contributions shall become null and void.
 - (3) Exhibit D contains the RRIF Exemption List.
 - b. Such projects shall be required to do the traffic mitigation required as conditions of approval.
 - c. In the event that a time extension is granted, the exemption from the imposition of RRIF Fees will be retained. If any development approval exempted under this Section is allowed

to expire, such exemption shall be null and void. Any subsequent approval and development of the project in any form shall be deemed not to have been approved prior to May 28, 1991, and are subject to the imposition of RRIF Fees.

- d. In the event an amendment to a development approval exempted under this Section changes the traffic generation characteristics from those of the original approval, the incremental increase in traffic generation resulting from such amendment shall be subject to the imposition of impact fees
- e. In applying for the above-mentioned exemptions, it shall be the applicant's responsibility to furnish, as required by the RTC RRIF Administrator, all materials and information necessary to validate the exemption including, but not limited to, the following:
 - (1) Current Opinion of Title;
 - (2) Official document from affected governmental owner stating the proposed land use;
 - (3) Official documents from zoning hearings;
 - (4) Old and new construction plans;
 - (5) Official Certificate of Occupancy and Use records; and
 - (6) Statements from owner stating past and proposed land use.
- f. Projects exempt from the payment of RRIF Fees pursuant to this Section, may nevertheless be required to perform additional traffic mitigation measures if such project is developed in phases, regardless of whether project approval was granted for a total or phased development, and regardless of whether traffic mitigation measures required at the time of project approval have been completed by the applicant. A "phased development" means:
 - (1) A project which was approved as a phased development.
 - (2) A project which received approval for a total project, which has not been totally developed pursuant to such approval at the end of a five year period starting with such approval.

C. Exemption Based on Error

Exemptions from payment of RRIF Fees based on error, the Feepayer shall pay the RRIF Fees that would have otherwise been due.

D. Determination

The determination of eligibility for an exemption shall be made by the RTC RRIF Administrator.

X. RRIF WAIVERS REQUESTED AFTER THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

A. General

1. RRIF Waivers.

a. RRIF Waivers are credits against RRIF Fees for Offset-Eligible Costs in an amount equal to or less than the RRIF Fees owed for the land uses within a Development of Record.

b. RRIF Waivers are approved in a Notice of RRIF Waiver issued pursuant to an Offset Agreement. When a Notice of RRIF Waiver is issued, RRIF Fees assessed by the Participating Local Government will be “waived” until the RRIF Fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved in the Notice of RRIF Waiver.

c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF Fee. The determination of a RRIF Waiver modification will be based on a comparison of the RRIF Fees owed for the modified land uses, including any completed portions of the development, and the RRIF Fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the modification for the Development of Record. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF Fee as of the date of issuance of the building permit for each unit of development.

2. The RTC RRIF Administrator and legal counsel are the sole officials authorized to communicate, on behalf of the RTC, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of RRIF Fee obligations, Offered Improvements, or the terms of a proposed

Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

3. Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this Section and the Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the Offset-Eligible Improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. When the Offered Improvements are completed, the RTC RRIF Administrator will prepare a Notice of RRIF Waiver.
3. The Local RRIF Administrator will inspect and accept the Offset-Eligible Improvements.
4. The RTC RRIF Administrator will issue the Notice of RRIF Waiver, pursuant to the Offset Agreement, to approve the RRIF Waivers.
5. An interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur, if authorized in the Offset Agreement.
6. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under the Offset Agreement, the Developer of Record shall pay the actual RRIF Fees which would have otherwise been due.

C. Procedure for Offset Agreements

1. The Developer of Record shall submit an application for RRIF Waivers to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
2. Upon receipt of a complete application for RRIF Waivers, the RTC RRIF Administrator will distribute the application materials to legal counsel, other appropriate RTC staff, and the Local RRIF Administrator for each Participating Local Government in which the Offered Improvements are located (the “affected Participating Local Government”).

3. The RTC RRIF Administrator will coordinate with the Local RRIF Administrator for each affected Participating Local Government to ensure all comments are received and given consideration prior to RTC Board approval of the Offset Agreement.
4. After review by legal counsel, other appropriate RTC staff, and the RRIF Administrator of each affected Participating Local Government, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the governing bodies of the affected Participating Local Governments.
 - a. The RTC RRIF Administrator's staff report and Offset Agreement will establish which Offered Improvements qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. The amount of RRIF Waivers for a Development of Record may not exceed the actual Offset-Eligible Costs, as described in Section X.
 - c. RRIF Waivers shall be expressed in dollars and by the amount of RRIF Fees to be waived in terms of land uses using the fee schedule in effect as of the date of approval of the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of RRIF Waivers shall be made by the RTC RRIF Administrator based upon reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.
5. Based on the staff report of the RTC RRIF Administrator, the provisions of this Manual, the RRIF Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the governing bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement.
6. Once a final decision has been made by the RTC Board and the governing bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The Offset Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
7. The Developer of Record must sign, date, and return the approved Offset Agreement indicating their consent to the terms therein within

thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not receive the signed Offset Agreement within thirty (30) days, the application for RRIF Waivers will be deemed withdrawn.

8. Unless an executed Offset Agreement expressly provides otherwise, i.e. if interim RRIF Waivers are authorized in the Offset Agreement, RRIF Waivers will not be approved in a Notice of RRIF Waivers until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or the affected Participating Local Governments as provided in the Offset Agreement.
9. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
10. Unless expressly provided otherwise in an Offset Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met.
11. Once the RTC RRIF Administrator has made a determination that the terms of the Offset Agreement have been met, the RTC RRIF Administrator will issue a Notice of RRIF Waiver to the Developer of Record.

D. Contents of Applications for RRIF Waivers

1. The application for RRIF Waivers must contain the information and documentation required by this Section and sufficiently identify and describe the Offered Improvements which otherwise would have been built by the RTC with collected RRIF Fees.
2. Each application for RRIF Waivers must contain the following:
 - a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers.
 - b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or

other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.

- c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record.
- d. The name, Local Government File Number, and three copies of the site plan of the Development of Record.
- e. List of approved land uses and the estimated RRIF Fees for those uses within the Development of Record.
- f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
- g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
- h. When a Developer of Record offers to dedicate right-of-way, they shall present:
 - (1) Preliminary Title Report.
 - (2) Copy of Dedication Map containing proposed dedication.
 - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.
- i. Sufficient documentation to verify the costs of the Offered Improvements, in accordance with Section X.

E. Contents of Offset Agreements

- 1. No dedication or construction project may be accepted in exchange for RRIF Waivers except pursuant to an Offset Agreement, which must include the following:
 - a. The projected costs for the Offered Improvements, based on the valuation provisions of Section X, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers, based on the estimated costs of the Offered Improvements.

- d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver, in accordance with the provisions of this Manual.
 - e. RRIF Waivers shall be limited to use for the payment of RRIF Fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the RRIF Fees within the Development of Record pursuant to the Offset Agreement.
 - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply.
 - j. Such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F, will require an amendment to the Offset Agreement using the same procedures as its original approval.

F. Calculation of RRIF Waivers.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, which are limited to the costs the RTC otherwise would have incurred for RRIF Capital Improvements.
- b. RRIF Waivers may be provided only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC and the affected Participating Local Government, and only to the extent such costs do not exceed the scope of the project as planned by the RTC and reflected in the RRIF Capital Improvements Plan or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC pursuant to a Notice of RRIF Waivers will be based on, and may not exceed, the actual verified costs of the dedication or construction of the Offset-Eligible

Improvements accepted by the affected Participating Local Government.

- b. The RTC will not approve RRIF Waivers in excess of the RRIF Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. The amount of RRIF Waivers shall be calculated as follows:
 - (1) Construction of Facilities and Provision of Equipment. The RRIF Waivers may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications, surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.
 - (2) Dedication of Land.
 - (a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.
 - (b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval.
 - (c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or the governing bodies of the affected Participating Local Government, whichever is earlier.
- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design

services, construction, or engineering during construction within fifteen (15) days after their execution.

G. Usage of RRIF Waivers.

1. Participating Local Governments shall waive RRIF Fees otherwise owed either at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record.
2. RRIF Waivers may be used to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.
3. RRIF Waivers may not be used to pay for RRIF Fees due as a result of development outside of the Development of Record.
4. RRIF Waivers are transferable to a third party. To transfer RRIF Waivers, the current holder of RRIF Waivers will notify RTC through the RRIF Automation Program of the amount of RRIF Waivers to be transferred and the name and contact information of the third party. RRIF Waivers will be subtracted from the current holder's account and transferred to a new account in the name of the third party.
5. Upon transfer, RRIF Waivers may be used by the transferee to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.

XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

- A. Applicability. This Section applies to CCFEAs and to CCFEA Credits issued pursuant to such CCFEAs.
- B. Intent. It is the intent of the RTC Board, and affected Participating Local Governments, to carry forward the policies and understanding in place when CCFEAs were entered into, prior to the changes to the adoption of the 5th Edition RRIF GAM/CIP. Therefore, to the extent possible and practical, outstanding CCFEA Credits may be used or transferred as provided prior to adoption of the 5th Edition RRIF GAM/CIP, as provided in this Section and in accordance with the terms of valid, unexpired CCFEAs.
- C. CCFEA Credit Usage.
 1. The transferability and usage of CCFEA Credits issued pursuant to a valid, unexpired CCFEA are as follows:
 - a. CCFEA Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any

traffic generating development of land included in the Development of Record.

- b. CCFEA Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of the Developer of Record within the same CCFEA Credit Benefit District as the Development of Record.
 - c. CCFEA Credits are transferable to a third party. To transfer credits, the current credit holder of CCFEA Credits will notify RTC through the RRIF Automation Program the amount of VMT's to be transferred and the name and contact information of the third party. CCFEA Credits will be subtracted from the current CCFEA Credit holder's account and transferred to a new account in the name of the third party.
 - d. CCFEA Credits may be used by a third party to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
 - e. CCFEA Credits may be used by a third party to pay for up to one half of the amount of the RRIF Fees due on any traffic generating development of land within the same CCFEA Credit Benefit District as the Development of Record. The remaining portion of RRIF Fees due must be paid in cash.
2. CCFEA Credits may not be used outside of the CCFEA Credit Benefit District in which the Development of Record lies.

D. Expiration of Credit

Unused CCFEA Credits shall expire twenty years from the date of the CCFEA.

XII. APPEALS

A. Notice of Appeal

- 1. A Feepayer or applicant affected by a final administrative decision of the Local RRIF Administrator or the RTC RRIF Administrator may appeal the decision.
- 2. The RTC RRIF Administrator will consider an appeal of a decision of a Local RRIF Administrator. The Appeal Committee will consider an appeal of a decision of the RTC RRIF Administrator.

3. In order to appeal, the Feepayer or applicant shall file a written notice of appeal with the RTC RRIF Administrator within ten (10) business days of the decision. The notice must:
 - a. State with specificity the nature and grounds of the appeal;
 - b. Identify the law and facts that are inconsistent with the decision (including the specific provisions of this Manual, the RRIF Capital Improvements Plan, the RRIF Ordinance, and any other laws or regulations);
 - c. Describe the decision the applicant believes should have been made, the corrective action that should be taken, and the rationale for that position based on a detailed description of the law and facts (including the specific provisions of this Manual, the RRIF Capital Improvements Plan, the RRIF Ordinance, and any other laws or regulations); and
 - d. Provide draft written findings that would support a conclusion that the decision being appealed was erroneous and that the proposed corrective action is necessary.
4. The burden is on the Feepayer or applicant to prove that the decision being appealed was erroneous and that the proposed corrective action is necessary
5. A decision of the RTC RRIF Administrator that constitutes a question of law may not be appealed. The RTC RRIF Administrator, in consultation with legal counsel, shall determine whether or not a decision constitutes a question of law.

B. Appeals to the RTC RRIF Administrator

1. The RTC RRIF Administrator shall consider an appeal of a final administrative decision of a Local RRIF Administrator.
2. The RTC RRIF Administrator shall have the power to affirm or reverse the decision being appealed. In making its decision, the RTC RRIF Administrator shall make written findings and apply the standards of this Manual. In order to reverse the decision, the RTC RRIF Administrator must conclude that the decision being appealed was erroneous and that the proposed corrective action is necessary. If the decision is reversed, the RTC RRIF Administrator shall specify the appropriate corrective action that should be taken pursuant to this Manual. In no event shall the RTC RRIF Administrator have the authority to negotiate the terms of the corrective action.
3. A Feepayer or applicant may appeal the decision of the RTC RRIF Administrator by filing a notice of intent to appeal with the RTC RRIF Administrator within ten (10) business days of the decision.

C. Appeals to the Appeal Committee

1. If a decision of the RTC RRIF Administrator is appealed, the RTC RRIF Administrator shall schedule a hearing before the Appeal Committee. The RTC RRIF Administrator shall attempt to schedule a hearing to be held within sixty (60) days of receipt of either the notice of appeal or the notice of intent to appeal, as applicable.
2. The RTC RRIF Administrator will provide the appellant's notice of appeal, and the decision of the RTC RRIF Administrator, to the Appeal Committee.
3. The appellant and the RTC RRIF Administrator may file supplemental materials supporting their positions at least fourteen (14) days before the hearing.
4. The appellant and the RTC RRIF Administrator shall have an opportunity to present their positions verbally at the hearing.
5. The Appeal Committee shall have the power to affirm or reverse the decision being appealed. In making its decision, the Appeal Committee shall make written findings and apply the standards of this Manual. In order to reverse the decision, the Appeal Committee must conclude that the decision being appealed was erroneous and that the proposed corrective action is necessary. If the decision is reversed, the Appeal Committee shall specify the appropriate corrective action that should be taken pursuant to this Manual. In no event shall the Appeal Committee have the authority to negotiate the terms of the corrective action.
6. The RTC RRIF Administrator shall have the right, on the advice of legal counsel, to reject the findings of the Appeal Committee and refuse to carry out the corrective action.

XIII. USE OF FUNDS

A. Deposit in Trust Funds

1. All RRIF Fees collected by each Local RRIF Administrator, pursuant to this Manual, shall be immediately deposited in the Participating Local Government's Trust Fund.
2. Any proceeds in the Participating Local Government's Trust Fund not immediately necessary for expenditure shall be invested in an interest-bearing account. All income derived from these investments shall be retained in the Participating Local Government's Trust Fund until transferred to the RTC's Trust Fund. Record of the Participating Local Government's Trust Fund accounts shall be available for public inspection in the Local RRIF Administrator's office, during normal business hours.

3. No less frequently than quarterly, and pursuant to the RRIF Interlocal Cooperative Agreement, the Local RRIF Administrator shall transfer the funds in the Participating Local Government's Trust Fund to the RTC's Trust Fund. All proceeds in the RTC's Trust Fund not immediately necessary for expenditure shall be invested in an interest-bearing account.

B. Limitations on Expenditures

1. Funds shall only be expended from the RTC's Trust Fund.
2. Except as provided in Section C below, funds shall only be expended on RRIF Capital Improvements in the Service Area in which such RRIF Fees were collected.
3. The expenditure of funds shall be limited to those RRIF Capital Improvements included in the RRIF Capital Improvements Plan.
4. For the purposes of determining whether funds have been spent or encumbered, the first RRIF Fees collected shall be considered the first funds spent or encumbered.
5. If funds transferred to the RTC's Trust Fund are required to be refunded pursuant to Section VIII, Refunds, the RTC RRIF Administrator shall return such funds to the Local RRIF Administrator for refund.

C. Service Areas

RRIF Fees shall be spent in the Service Area in which such RRIF Fees were collected, except that:

1. Where a RRIF Capital Improvement included in the RRIF Capital Improvements Plan is used to define Service Area boundaries, the road demarcating the boundary shall be considered as part of both Service Areas that it bounds, and RRIF Fees from both Service Areas may be used to fund RRIF Capital Improvements for that road, including regionally significant freeway ramps that provide access to a boundary road; or
2. RRIF Fees may be used to fund a RRIF Capital Improvement outside the Service Area in which the RRIF Fees are collected if it is demonstrated, by competent substantial evidence, that the Feepayer will receive sufficient benefit from the RRIF Capital Improvement to comply with the requirements of NRS 278B.

XIV. AMENDMENTS TO THE RRIF CAPITAL IMPROVEMENTS PLAN

A. Biennial Consideration of a Special Request for a New RRIF Capital Improvement Project

The RTC Board and the governing bodies of the Participating Local Governments shall consider any person's proposed amendments to the RRIF Capital Improvements Plan no more often than biennially (once every two years).

B. Procedure

1. Any person, who proposes an amendment to the RRIF Capital Improvements Plan that requires a modification of RRIF Capital Improvements, shall submit an application requesting such an amendment to the RTC RRIF Administrator by the end of the first quarter of the update year. The application shall include the appropriate data and supporting analysis to demonstrate justification for amending the RRIF Capital Improvements Plan, and either adding and/or deleting RRIF Capital Improvements; to the extent necessary, justification for modifications to land use assumptions and trip characteristics and a traffic report (using the guidelines in Exhibit E – Traffic Report Guidelines) shall be included in the application by the applicant.
2. Within ten (10) business days after the end of the first quarter of the update year, the RTC RRIF Administrator shall compile and synthesize all applications submitted by private persons for proposed amendments to the RRIF Capital Improvements Plan, and mail copies of these applications to the Local RRIF Administrators. Prior to the end of the second quarter of the update year, the RTC RRIF Administrator shall prepare a staff report recommending approval, approval with modifications, or disapproval of each proposed application; in preparing the staff report, the RTC RRIF Administrator shall consider and to the extent appropriate incorporate any comments from the Local RRIF Administrators.
3. During the third quarter of the update year, the RTC Board shall review and consider the applications for proposed amendments to the RRIF Capital Improvements Plan. By the end of the update year, the RTC Board shall submit its recommendations to each of the governing bodies of the Participating Local Governments who shall make a decision on whether to approve, approve with modifications, or disapprove the proposed applications. For an application to receive final approval, it shall require approval by each of the governing bodies of the Participating Local Governments.
4. Based upon the decision of the RTC Board and the governing bodies of the Participating Local Governments, the RTC RRIF Administrator

shall prepare the appropriate modifications to the RRIF Capital Improvements Plan and this Manual, which must then be approved in a consolidated form by the governing bodies of each Participating Local Government before they become final.

C. Standard Request for a New Capital Improvement

Any application for an amendment to the RRIF Capital Improvements Plan shall only be approved if the application demonstrates that the land use assumptions or the travel characteristics used in the RRIF Capital Improvements Plan have changed to such a degree, that the modification is necessary to maintain adequate levels of service on the RRIF Network.

D. Special Request for a New Capital Improvement

1. Any person may propose an amendment to include a new capital improvement in the RRIF Capital Improvements Plan during periods other than specified in Section XIV.B.1. The RTC RRIF Administrator will consider applications to amend the RRIF Capital Improvements Plan if the following criteria are met a) a non-refundable fee of \$5,000 is provided to fund the cost of processing the amendment; RRIF Waivers will not be given for this fee, if approved, b) the amendment is consistent with a Master Plan that has been approved by the appropriate governing body and Truckee Meadows Regional Planning Agency as necessary, and c) the new capital improvements are for arterial or collector streets and roads that meet the criteria to be included in the RRIF Network as specified in the RRIF Capital Improvements Plan.
2. The RTC RRIF Administrator, with concurrence from the Local RRIF Administrators, will process applications meeting the criteria specified in Section XIV.D.1. The RTC RRIF Administrator shall prepare the appropriate modifications to the RRIF Capital Improvements Plan and this Manual, which must then be approved in a consolidated form by the governing bodies of each Participating Local Government before they become final and before the project would be eligible for RRIF Waivers.

XV. BIENNIAL REVIEW

The RRIF Capital Improvements Plan and this Manual should be reviewed and evaluated by the RTC at least once every two (2) years, to determine if any modifications, additions, or updates need to be made to the RRIF Capital Improvements Plan and this Manual. This review shall be conducted by the RTC RRIF Administrator and submitted to the RTC Board and the governing bodies of each of the Participating Local Governments.

XVI. ADOPTION

This Manual has been adopted by resolution of the RTC Board and by each Participating Local Government. This Manual may be amended only by resolution of the RTC Board and by resolutions of the governing bodies of each Participating Local Government.

EXHIBIT A EXPANDED LIST OF LAND USES

RESIDENTIAL

SINGLE-FAMILY

- one or two dwelling units on individual lot
- condominiums
- townhomes
- duplexes
- mobile home subdivision
- mobile home on individual lot

MULTI-FAMILY

Three or more dwelling units, including:

- apartments
- condominiums
- boarding house
- senior assisted living housing
- supplemental units/mother-in-law detached dwellings

INDUSTRIAL

GENERAL INDUSTRY (LIGHT)

- abattoir and packing plant
- auto repair
- auto painting
- auto body
- equipment rental
- industrial laundry
- heavy equipment repair/service
- material testing labs
- publishing or publishing and printing

MANUFACTURING

- dairy products
- chemical processing/manufacturing
- furniture manufacturer
- textile mill

WAREHOUSING

- storage warehouse
- distribution warehouse
- regional warehouse development

MINI-WAREHOUSE

- mini storage warehouse development

COMMERCIAL/RETAIL

GENERAL COMMERCIAL

Shopping centers and free-standing commercial buildings, including:

- adult entertainment
- bakery
- bar/cocktail lounge
- barber shop
- beauty salon
- car wash (operator)
- clothing store
- convenience store
- drug/variety store
- dry cleaning
- electronics sale and service
- ice cream parlor
- jeweler
- massage, tattoo, body painting, etc.
- office supplies
- pawn shop
- pet store
- pet grooming
- pool/billiard parlor
- record store
- quality restaurant
- savings and loan
- shopping center
- shoe repair
- tailor
- video arcade
- video rental

FAST FOOD RESTAURANT

- restaurant (fast food and/or drive through)

OFFICE & OTHER SERVICES

GENERAL OFFICE

General offices and office buildings including:

- accounting offices
- architect
- financial offices
- banks (with or without drive in services)
- insurance office
- medical/dental offices (<10,000 GFA)
- physical therapist offices
- psychologist offices
- law offices
- government offices
- public utility office
- real estate
- recording studio

MEDICAL OFFICE

- medical clinic
- medical laboratories
- medical/dentist/optometrist/chiropractic offices (>10,000 GFA)
- veterinary clinic
- urgent care

PRIVATE SCHOOLS

- elementary school
- middle school
- junior high school
- high school
- college
- university
- junior college
- community college

DAY CARE CENTER

- child care center
- day care center
- kindergarten

HOSPITAL

- hospital
- psychiatric hospital
- mental institution

NURSING HOME

- convalescent center
- nursing home

LODGING

- hotel
- motel
- casino hotel
- resort hotel
- RV park

REGIONAL RECREATIONAL FACILITY

PARK

- public park
- public swimming pool
- ball fields
- skating rink

**EXHIBIT B
REGIONAL ROAD IMPACT FEE SERVICE AREAS**

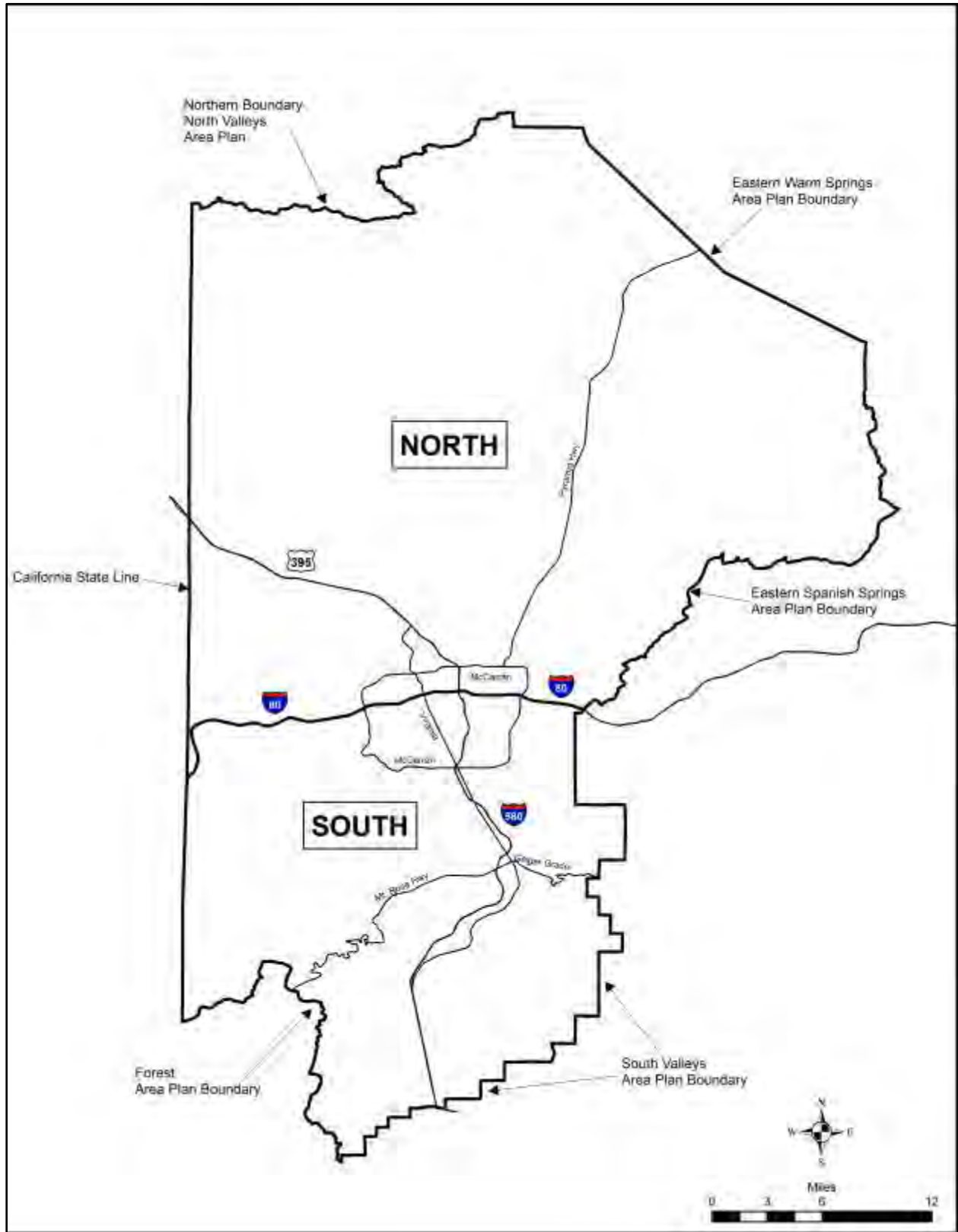


EXHIBIT C CCFEA CREDIT BENEFIT DISTRICTS

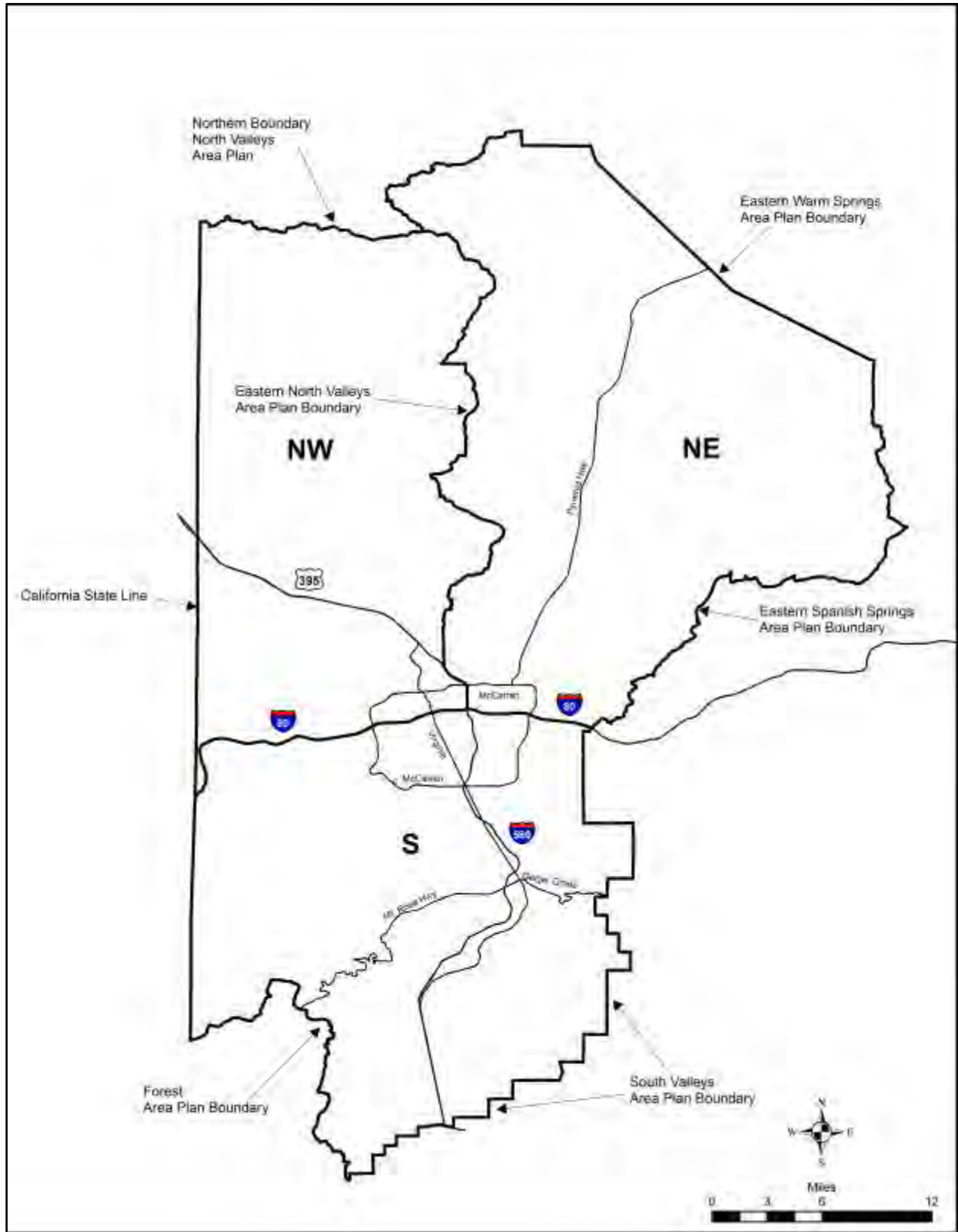


EXHIBIT D
RRIF EXEMPTION LIST

- Caughlin Ranch
- Convention Properties – (Firecreek Crossing)
- South Meadows Phase 1 & 2

**EXHIBIT E
TRAFFIC REPORT GUIDELINES
REGIONAL ROAD IMPACT FEE**

**CITY OF RENO
CITY OF SPARKS
WASHOE COUNTY
REGIONAL TRANSPORTION COMMISION**

I. INTRODUCTION

The Regional Road Impact Fee (RRIF) Traffic Report Guidelines provide criteria about traffic report content and techniques necessary to evaluate impacts of new development. The guidelines represent recognition of the comprehensive analyses undertaken as part of development and periodic updating of the RRIF Capital Improvements Program.

The RRIF Capital Improvements Plan uses ten (10) year population and employment land-use assumptions based on approved projects and master plans. Roadway segment and freeway ramp improvements are identified that will be needed within the ten (10) year horizon. These facilities are also analyzed to determine right-of-way requirements for capacity improvements needed beyond ten (10) years. In some instances, a proposed, large development may have not been included in the land-use assumptions to determine future traffic volumes. Other developments may have phasing plans that exceed the time frame of the RRIF Capital Improvements Plan. For these and other cases outlined below, a traffic report may be needed to measure traffic impacts and determine potential improvements not identified in the RRIF Capital Improvements Plan.

The RRIF Traffic Report Guidelines are divided into the following sections:

- II. Requirement for Traffic Report
- III. Traffic Report Time Lines
- IV. Traffic Report Format and Required Elements
- V. Recommended Mitigations

II. REQUIREMENT FOR TRAFFIC REPORT

A traffic report may be recommended for developments meeting any one of the following criteria:

- A. Projects generating 100 or more peak-hour trips: Capacity analysis of proposed driveways.
- B. Projects generating 200 or more peak-hour trips: Report required if RTC staff cannot validate project inclusion in the RRIF Capital Improvements Plan land-use forecast.
- C. The project is among those previously approved by an elected board with conditions of approval requiring future traffic reports.

- D. Applications for Master Plan Amendment calculated generating 200 or more peak-hour trips or that proposes a change to roadways in the Regional Transportation Plan (RTP) for Washoe County.
- E. Projects defined as “Projects of Regional Significance” in the Truckee Meadows Regional Plan.
- F. Projects that will be phased over a period of time exceeding ten years.
- G. Projects that may impact planned roadway projects, e.g., a proposal may require revised access or be located near an arterial intersection.
- H. Projects deemed to have impacts related to intersection capacity, safety, neighborhood or other concerns as identified by the cities of Reno and Sparks, Washoe County, or the State of Nevada Department of Transportation (NDOT).
- I. The Regional Transportation Commission (RTC), NDOT or the local entity reserves the right to request additional information necessary to properly assess the impact of the proposed project.

Calculation of trip generation should use appropriate rates found in the latest edition of *TRIP GENERATION* by the Institute of Transportation Engineers (ITE) or other sources approved by RTC staff and the local jurisdiction.

III. TRAFFIC REPORT TIME LINES

- A. Project Submittal Deadlines: The appropriate local entity with jurisdiction over approval of development applications should be contacted to determine submittal deadlines.
- B. Prior to Submittal of Development Application: To facilitate prompt and efficient review and processing of development applications, RTC staff recommends the following to be completed before submittal of the development application:
 - 1. Project trip generation should be approved by the appropriate local entity.
 - 2. Applicants for projects generating 200 or more peak-hour trips should contact RTC to determine if the proposal is accommodated in the RRIF Capital Improvements Plan land-use forecast. If a report is required, the following steps should then be completed before submittal of the development application:
 - (a) The applicant’s consultant should meet with RTC, the appropriate jurisdiction, and/or NDOT to define the scope of the report including variables identified in these guidelines, such as intersections and peak periods to be analyzed and trip distribution, as well as the potential for pass-by trips, the need for new intersection counts, or agency/neighborhood concerns.

(b) Potential site plan changes may be recommended to provide RIDE or Access service to the project.

3. Traffic reports that require future-year analysis should obtain background traffic volumes developed or approval by RTC staff.
4. The traffic report should be reviewed for completeness and accuracy and approved by appropriate staff at the local jurisdiction.
5. Recommendations on the following pages identify specific improvement that should be depicted on submitted site plans.

C. After Submittal of Development Application:

All traffic issues identified by reviewing agencies following submittal of an approved traffic report should be resolved before the writing of the staff report by the appropriate entity. This will ensure that all recommended conditions of approval associated with traffic concerns could be resolved before official action on the project.

IV. TRAFFIC REPORT FORMAT

All traffic reports shall be prepared by, or under the direction of, a professional engineer with adequate experience in transportation engineering. The report shall be stamped and signed.

A. Project Description: The traffic report should include a description of the following:

1. Existing and proposed land-uses on the site. The project should be described in terms of the amount of development, e.g., number of residential units, non-residential square feet of floor area.
2. Project build-out date and phasing if appropriate.
3. A vicinity map showing the location of the project and surrounding land-uses.
4. The site plan should be shown to scale with clear definition of internal circulation and proposed vehicle and pedestrian access to adjacent streets. Any driveways located across roadways and adjacent to the site should be depicted. Distances from the nearest full movement intersections to project driveways should also be shown. The design of project access must consider proper distance between intersections and project driveways as well as other elements described in appropriate local codes and Regional Transportation Plan (RTP) policies.
5. Any approved or required encroachment permits for roadways under the jurisdiction of NDOT.
6. Nonresidential and multi-family projects should include a description

of RIDE service, if any. Potential location(s) for bus stop(s) and related passenger amenities, e.g., passenger shelters, should be indicated on the proposed site plan.

7. Senior or assisted-care residential projects should include a description of transportation needs of residents, including site plan elements needed to provide Access Para transit service to the project. RTC staff can provide information related to provision of Access service.

B. Roadways Description: The following elements should be described for all facilities adjacent to the site or otherwise included in the traffic report.

1. The roadway descriptions should begin with a list of intersections to be analyzed as required by the appropriate jurisdiction.
2. Existing and proposed roadways should be identified in terms of their functional classification.
3. The number and type of lanes, e.g., through-lanes, left-turn lanes, bike lanes, existing and planned for each roadway segment and intersection to be analyzed in the report.
4. The existence or lack of pedestrian facilities on both sides of roadways adjacent to the site.
5. A vicinity map depicting location of roadways and intersections to be analyzed.

C. Trip Generation: To assess the magnitude of traffic impacts of the proposed, the following must be included in the report:

1. Trip generation rates and peak hours must be determined and approved by the local jurisdiction or RTC staff. Trip generation should be calculated based on approved trip rates found in the latest edition of the ITE *Trip Generation*. If not available in this publication, other trip generation sources or procedures should be proposed for approval.
2. For purposes of driveway analysis, there should be no reduction in calculated trip generation for pass-by or diverted trips. Reductions for intersection analysis should be approved by the local jurisdiction and RTC staff.
3. A table should summarize average daily traffic volumes and peak-hour volumes with subtotals for each land use.

D. Trip Distribution and Assignment: Distribution of project trips should be approved before application submittal by the local jurisdiction in consultation with RTC staff.

1. Trip distribution should be depicted for each peak-period to be analyzed on a vicinity map similar to that used to indicate the location of the project and intersections to be analyzed (see B.5 above).
 2. A map should illustrate assignment of project trips for each peak-period to driveways and intersections to be analyzed.
 3. Additional maps should illustrate background traffic plus project trips for each peak-period analyzed.
- E. Analysis: Analysis at required intersections and roadway segments should consist of the following applicable scenarios for the peak periods required:
1. Existing conditions without project traffic (*New counts of turning movements at key intersections may be required by the local jurisdiction. RTC recommends new counts if existing data is older than 12 months or if circumstances, such as completion of a new facility, make new counts important to the analysis.*)
 2. Background conditions at proposed date of project completion (if two or more years in the future).
 3. Project traffic plus background traffic at project buildout.
 4. 2025 and 2035 projections without project traffic.
 5. 2025 and 2035 projections plus project traffic.
 6. Demonstrated improvement with recommended mitigations (as required below).
 7. Construction impacts including effects on transit service.

Results of the analysis should be depicted in a summary table indicating appropriate Levels of Service or available capacity for each critical movement at required intersections, driveways, or roadway segments. All raw traffic data and analysis worksheets, including computer printouts and turning movements counted, should be provided in appendices.

The impact analysis for existing scenarios should be based on the "operations" analysis technique described in the latest edition of the *Highway Capacity Manual* (HCM) for the appropriate intersection type (signalized or un signalized). Analysis of 2025 and 2035 projections conditions should utilize the "planning" technique described in the latest edition of the HCM. Any computer software used to assist in the level of service analysis should be approved by the Federal Highway Administration (FHWA) and be consistent with local agency review procedures.

All traffic control warrant analyses shall be conducted in accordance with the latest edition of the *Manual on Uniform traffic Control Devices* (MUTCD) requirements for signalized and unsignalized intersections. In addition, a safety analysis shall be conducted in the vicinity of the proposed project.

V. RECOMMENDED MITIGATIONS

The traffic study should include recommendations to mitigate impacts of project traffic when Levels of Service (LOS) do not meet adopted Level of Service Standards as identified in the RRIF Capital Improvements Plan. Appropriate staff at the local jurisdiction should be consulted to determine if an alternative Level of Service (LOS) is applicable.

Recommended mitigations may include planned public roadway improvements identified in the RRIF Capital Improvements Plan, RTP, or plans of other local agencies. In such cases the site plan should indicate an offer to dedicate right-of-way or provision of setbacks to protect any right-of-way needed to complete planned roadway improvements.

All proposed mitigations should be identified in detail including schematic plans that indicate existing right-of-way and pavement sections proposed improvements and their preliminary costs estimates, and another iteration of the volume/capacity analysis demonstrating the anticipated results of the recommended improvements. Proposed improvements should be shown in a scale drawing indicating all existing and proposed right-of-way lane configuration and channelization including tapers and turn lanes. Levels of Service (LOS) for the street system with proposed mitigations should be presented.

All design must comply with the American Association of State Highway and Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), and Institute of Transportation Engineers (ITE) traffic engineering and design guidelines. In addition, all mitigation must comply with local guidelines.

RRIF Waivers: Right-of-way dedications or construction of roadway improvements, which meets the 10-year design, completed by the applicant and identified in the RRIF Capital Improvements Plan may be eligible for RRIF Waivers against RRIF Fees. This Manual indicates no RRIF Waiver shall be given a Feepayer for street improvements and/or site-related improvements not included in the RRIF Capital Improvements Plan.

Site-related improvements refer to capital improvements and right-of-way dedications for direct access improvements to development streets or driveways including, but not limited to, turn lanes and traffic control measures. Questions regarding CCFEA Credits issued pursuant to a CCFEA prior to the adoption of the 5th Edition RRIF GAM/CIP or regarding RRIF Waivers proposed or approved after the adoption of the 5th Edition RRIF GAM/CIP should be directed to the RTC RRIF Administrator.

**EXHIBIT F
MIXED USE AND CHANGE OF USE WORKSHEETS**

MIXED USE STRUCTURES WORKSHEET			
1. PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ % _____	_____		
_____ % _____	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ % _____	_____		
_____ % _____	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ % _____	_____		
_____ % _____	_____		
TOTAL	_____	x _____	= _____
1. PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ % _____	_____		
_____ % _____	_____		
TOTAL	_____	x _____	= _____
FEE TOTAL			_____

CHANGE OF USE WORKSHEET			
PROPOSED PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE _____
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
PROPOSED PRIMARY LAND USE _____	1000GFA _____	\$/UNIT _____	FEE _____
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
EXISTING USE _____	1000GFA _____	\$/UNIT _____	FEE _____
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
EXISTING USE _____	1000GFA _____	\$/UNIT _____	FEE _____
SUPPORTIVE FUNCTION LESS THAN 25% OF ABOVE PRIMARY USE			
_____ %	_____		
_____ %	_____		
TOTAL	_____	x _____	= _____
FEE FOR THE PROPOSED USE			_____
SUBTRACT FEE PAID ON TOTAL EXISTING USE			_____
FEE TOTAL			_____
NOTE: UNDER NO CIRCUMSTANCES WILL A REFUND BE GRANTED FOR A CHANGE IN USE			_____

EXHIBIT G EXAMPLE RRIF WAIVER CALCULATION

Example 1: A developer of a 500-unit subdivision builds an improvement listed on the RRIF Capital Improvement Plan. The improvement is estimated to cost \$1,000,000. The impact fee for the subdivision, using the current fee schedule, is estimated at \$1,860,000. The total amount of RRIF Waivers for the subdivision is \$1,000,000. The developer can use the RRIF Waivers to pay his impact fees based on the fee schedule as of the date of the Offset Agreement. Based on the existing fee schedule, the \$1,000,000 in RRIF Waivers may be used to pay the impact fees for 264.27 single family homes. Once the RRIF Waivers have been used, the remaining impact fees will be based on the fee schedule in effect at the time of the building permit.

		Impact Fee Based on Dollars	
Proposed Development	500 Single Family Subdivision @ \$3784/SFR 14.93 VMTs/SFR)		\$1,892,000.00
Proposed CIP Improvement	ROW & widening 2 to 4 lanes		\$1,000,000.00
Maximum RRIF Waiver	Based on VMT = \$253.39		\$1,000,000.00
Number of development units eligible for RRIF Waivers	Fee set by agreement - Based on \$3784/SFR (14.93 VMT @ \$253.39/VMT) \$1,000,000/\$3784 per SFR = 264.27/SFR	264.27 SFR	\$1,000,000.00
Number of development units not covered by RRIF Waivers	New RRIF Fee - Based on \$3900/SFR (15 VMT @ \$260/VMT) 500 SFR - 264.27 SFR = 235.73 SFR	235.73 SFR	\$919,344.61
TOTAL FEES Paid (Waivers + Cash/Credits)		500 SFR	\$1,919,344.61

Example 2: The developer in the example above chooses to modify his development of record by changing from a 500-unit subdivision to a 200-unit subdivision and 200,000 sf commercial shopping center. Per the RRIF GAM Section X.A.c, the existing RRIF Waivers will be re-evaluated based on the then current RRIF schedule in effect at the time of issuance of the building permit for all future uses.

		Impact Fee Based on Dollars	
Proposed Development	500 Single Family Subdivision @ \$3784/SFR 14.93 VMTs/SFR)		\$1,860,000.00
Proposed CIP Improvement	ROW & widening 2 to 4 lanes		\$1,000,000.00
Maximum RRIF Waiver	Based on VMT = \$253.39		\$1,000,000.00
Number of development units eligible for RRIF Waivers	Fee set by agreement - Based on \$3784/SFR (14.93 VMT @ \$253.39/VMT) \$1,000,000/\$3784 per SFR = 264.27/SFR	264.27 SFR	\$1,000,000.00
Initial phase of subdivision built 100 homes	Fee set by agreement - Based on \$3784/SFR (14.93 VMT @ \$2253.39/VMT)	100.00 SFR	\$378,400.00
Developer modifies his original approval to a total of 200 homes and 200,000 sf commercial shopping center	New RRIF Fee - Based on \$3900/SFR (15 VMT @ \$260/VMT) for remaining 100 homes	100.00 SFR	\$390,000.00
	New RRIF Fee - Based on \$7540/1000 GFA (29 VMT @ \$260/VMT) for 200,000 sf Commercial shopping center	200,000.00 GFA	\$1,508,000.00
TOTAL FEES Paid (Waivers + Cash/Credits)			\$2,276,400.00

Note: If RRIF Waivers had been transferred to a third party, ie, for the 200-unit subdivision, their RRIF Waivers would also be re-evaluated under this scenario.

REGIONAL ROAD IMPACT FEE PROGRAM

CAPITAL IMPROVEMENTS PLAN

7TH EDITION



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REGIONAL ROAD IMPACT FEE SYSTEM CAPITAL IMPROVEMENTS PLAN

I. INTENT AND HISTORY

The Regional Road Impact Fee (RRIF) program was established in November 1995 pursuant to NRS chapter 278B, *Impact Fees for New Development*. The collection of RRIF fees began in February 1996.

The RRIF program was established by Washoe County, the City of Reno, the City of Sparks, and the Regional Transportation Commission of Washoe County (RTC), within the framework of an interlocal cooperative agreement as authorized by the *Interlocal Cooperation Act* in NRS chapter 277. The RRIF General Administrative Manual (the “RRIF GAM”) establishes the guidelines and procedures by which Washoe County, the City of Reno, the City of Sparks, and the RTC jointly administer the RRIF program.

RRIF fees are a charge imposed on new development to finance the costs of certain “street projects” and “facility expansions” necessitated by and attributable to the new development. NRS 278B.020; NRS 278B.050; NRS 278B.130. The RRIF program is a way to charge the new development its proportionate fair share of those costs.

Pursuant to NRS 278B, impact fee programs require the preparation and adoption of a “capital improvements plan.” This 7th Edition of the RRIF capital improvements plan (this “RRIF CIP”) was prepared and adopted in connection with the 7th Edition of the RRIF GAM.

This RRIF CIP complies with the requirements in NRS 278B.170 to both establish and explain the methodology used to calculate the amount of the RRIF fees as shown on the RRIF fee schedule presented in Exhibit A. The City of Reno, the City of Sparks, and Washoe County have each adopted ordinances to automatically increase the impact fees annually to account for inflation as authorized by NRS 228B.225. This RRIF CIP also establishes the complete and exclusive list of “street projects” and “facility expansions” that can be funded with RRIF fees, and against which RRIF fees can be credited if a developer constructs part or all of a project on the list.

RTC is the designated Metropolitan Planning Organization (MPO) for the urbanized area of Reno, Sparks and Washoe County. As the MPO, RTC is responsible for developing and approving the long-range Regional Transportation Plan, the short-range Regional Transportation Improvement Plan, and other planning documents. This RRIF CIP uses data and analysis developed by RTC’s Planning Department, including the RTC’s 2050 Regional Transportation Plan (the “2050 RTP”). This RRIF CIP then makes adjustments to that analysis for purposes of this RRIF CIP.

II. SERVICE AREAS/BENEFIT DISTRICTS

Impact fees must be assessed uniformly within defined “service areas” as defined in NRS 278B.100. Impact fee service areas serve two distinct purposes. The first purpose is for fee calculation (the impact fee schedule applies to all new development within a defined service area). The second purpose is to show benefit to fee-paying development (the impact fees collected in the service area are spent within the service area).

Initially, the RRIF program was created using a single service area with three benefit districts under the assumption that a single regional service area is appropriate for a regional road network. The network functions as a system to facilitate the movement of traffic throughout the region. Travel on the network during the peak-hour, the most critical time period, tends to be dominated by relatively long commuting trips.

The benefit districts are shown in Exhibit B and are defined as follows:

- Northwest Benefit District – Starting at the southwest corner of the district at the California Nevada state line and Interstate 80, follow the state line north to the northern boundary of the Washoe County North Valleys Area (i.e., northern boundary of the Red Rock Hydrographic Basin boundary), then east along the northern boundary of the North Valleys Planning Area (i.e. northern boundary of the Red Rock and Bedell Flat Hydrographic Basin boundary), then south along the eastern edge of the North Valleys Planning Area (i.e. eastern boundary of the Bedell Flat and Antelope Valley Hydrographic Basin boundary) to the western edge of the Washoe County Sun Valley Planning Area boundary, then continue south along the western edge of the Sun Valley Planning Area to US 395 at the Sutro Street terminus then southeast along the US 395 alignment to Interstate 80, then west along Interstate 80 to the state line.
- Northeast Benefit District – Starting at the southwest corner of the district at the US395/Interstate 80 interchange, follow US 395 northwest to the Sutro Street terminus, then continue north along the western edge of the Washoe County Sun Valley Planning Area to the eastern edge of the Washoe County North Valleys Planning area, then north to the western edge of the Washoe County Warm Springs Planning Area, then north to the northwest corner of the Warm Springs Planning Area, then east along the northern boundary of the Warm Springs Planning Area, then southwest and south along the boundary of the Warm Springs Planning Area, then west along the southern boundary of the Warm Springs Planning Area to the eastern edge of the Washoe County Spanish Springs Planning Area and the Washoe County Truckee Canyon Planning Area, then southwest along the western edge of the Truckee Canyon Planning Area to Interstate 80, then west along Interstate 80 to US 395.

- South Benefit District – Starting at the northwest corner of the district at the California/Nevada line and Interstate 80, follow Interstate 80 east to the western edge of the Washoe county Truckee Canyon Planning Area, then south along the Washoe County/Storey County line to the Washoe County/Carson City line, then west along the Washoe County/Carson City line to the southern jurisdictional line of the Tahoe Regional Planning Agency and the Washoe County Tahoe Planning Area, then north along the California/Nevada line to Interstate 80.

During the update to the 5th Editions of the RRIF GAM and CIP, the geographic area defining the service boundary was modified to meet the requirements of NRS 278B.100 as amended in 2007. As amended, NRS 278B.100 prohibits a single service area from incorporating an entire city (or county) whose population is over 15,000. A North Service Area was created by combining the Northeast and Northwest Benefit Districts and the South Benefit District was used as the boundary of the South Service Area. The boundaries of the North Service Area and the South Service Areas divide both the City of Reno and Sparks, to meet the requirements of NRS 278B.100. The service areas are shown in Exhibit B.

Separate capital improvement plans and resulting RRIF fees are calculated for each service area. Revenue generated from the payment of RRIF fees can only be spent within the service area in which it was collected.

III. RRIF NETWORK

NRS chapter 278B authorizes the imposition of an “impact fee” for a “street project” defined as “arterial or collector streets or roads which have been designated on the streets and highways master plan adopted by the local government pursuant to NRS 278.220, including all appurtenances, traffic signals and incidentals necessary for any such facilities.” See NRS 278B.130 (definition of “street project”). NRS chapter 278B also authorizes the imposition of an “impact fee” for a “facility expansion” defined as “the expansion of the capacity of an existing facility associated with a capital improvement to serve new development.” See NRS 278B.040 (definition of “facility expansion”).

1. The RRIF Program uses RTC’s transportation planning efforts as reflected in the 2050 RTP to define the network of regional roads that are either existing or planned in the first 10 years of the 2050 RTP (the “RRIF Network”). RTC maintains a database of all arterial and collector streets and roads, including segment lengths and number of lanes. For purposes of the RRIF Program, the RRIF Network includes existing or planned arterial or collector streets and roads that meet the following criteria: Arterials categorized as “High Access Control” as defined in the 2050 RTP
2. Arterials categorized as “Moderate Access Control” as defined in the 2050 RTP
3. Arterials categorized as “Low Access Control” as defined in the 2050 RTP

4. Collectors that have a forecast volume of at least 14,000 annualized average daily trips at “build-out,” which is defined as full development based on the approved land use assumptions in each jurisdiction
5. Freeway and highway ramps that connect to arterial or collector streets and roads that are included in the RRIF Network are considered arterial or collector streets and roads

The RRIF Network only includes arterial or collector streets and roads that meet the criteria above that are either existing or planned in the first 10 years of the RTP.

IV. STREET PROJECTS AND FACILITY EXPANSIONS NECESSITATED BY AND ATTRIBUTABLE TO NEW DEVELOPMENT

NRS 278B.170(1) requires that this RRIF CIP include “[a] description of the existing capital improvements and the costs to upgrade, improve, expand or replace those improvements to meet existing needs or more stringent safety, environmental or regulatory standards.” NRS 278B.170(2) requires that this RRIF CIP include “[a]n analysis of the total capacity, level of current usage and commitments for usage of capacity of the existing capital improvements.” NRS 278B.170(3) requires that this RRIF CIP include “[a] description of any part of the capital improvements or facility expansions and the costs necessitated by and attributable to the new development in the service area based on the approved land use assumptions.” NRS 278B.170(7) requires that this RRIF CIP include “the projected demand for capital improvements or facility expansions required by new service units projected over a period not to exceed 10 years.”

The 2050 RTP describes the existing capital improvements in each service area by identifying the existing arterial and collector streets and roads that are included in the RRIF Network. However, the 2050 RTP does not identify which planned projects (or percentages of projects) include costs to upgrade, improve, expand or replace those capital improvements to meet existing needs or more stringent safety, environmental or regulatory standards. Further analysis (described below) is required to identify those projects (or percentages of projects) and costs.

The 2050 RTP analyzes the existing capital improvements in terms of total capacity, level of current usage, and commitments for usage of the capacity by analyzing the regional road network as a whole over a period of 30 years. The 2050 establishes the desired level of service for the RRIF Network. The 2050 RTP identifies a list of all planned capital improvements and facility expansions for the regional road network over a period of 30 years needed to meet that level of service.

This RRIF CIP uses the list of projects in the 2050 RTP to identify a list of planned capital improvements and facility expansions for the RRIF Network over the first 10 years of the 2050 RTP. Sound engineering and planning judgment is then applied to make the following adjustments to that list:

1. Programs of projects that are not necessitated by and attributable to new development were removed.
2. Programs of projects (without specifically identified projects) were removed to provide clarity about which specific capital improvements or facility expansions are included in the list.
3. The projects are analyzed to determine the percentage of the cost of each project that adds capacity to the RRIF Network, as compared to the cost of each project to upgrade, improve, expand or replace existing capital improvements.
4. The projects are analyzed to determine the percentage of each project that is attributable to the new development in the service area based on the approved land use assumptions.
5. If a project crosses the service area boundary, the costs were divided between the service areas based on the length of the project within each service area.

Following those adjustments, the resulting list of projects identifies the planned capital improvements and facility expansions necessitated by and attributable to the new development in each service area. The list of projects for each service area is attached as Exhibit C.

The costs of the projects listed in Exhibit C reflect the portion of each project (and resulting costs) that is necessitated by and attributable to new development. The total cost of all projects in the North Service Area is \$452,103,200, and in the South Service Area is \$263,510,650. The combined total cost is \$715,613,850.

V. SERVICE UNIT - VEHICLE MILES OF TRAVEL (VMT)

NRS chapter 278B requires this RRIF CIP to use a “service unit” defined as a “standardized measure of consumption, use, generation or discharge which is attributable to an individual unit of development calculated for a particular category of capital improvements or facility expansions.” See NRS 278B.110 (definition of “service unit”).

This RRIF CIP uses average weekday Vehicle Miles of Travel (VMT) as the service unit. VMT is the product of vehicle trips generated by type of land use, multiplied by the average trip length.

VI. IMPACT FEE SCHEDULE EQUIVALENCY TABLE

NRS 278B.170(5) requires this RRIF CIP to include “[a]n equivalency or conversion table which establishes the ratio of a service unit to each type of land use, including but not limited to, residential, commercial and industrial uses.”

This section describes the determination of appropriate equivalency rates that estimate the VMT generated by each type of land use. Trip generation rates, expressed as average weekday Vehicle Trip Ends (VTE) by land use type, are from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition). Rates were established for specific land use types within the broader categories of residential, office, commercial, industrial, and institutional land uses. Rates are per dwelling unit, 1,000 square feet of gross floor area, or other appropriate unit of development.

Since ITE rates represent the total number of trips (inbound and outbound) associated with a specific land use, all trip rates have been divided by two to eliminate double-charging any particular trip. This places the burden of travel equally between the origin and destination of the trip.

Trip adjustment factors also include adjustments to accommodate pass-by and diverted trips. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees. A diverted trip is similar to a pass-by trip, but a diverted trip is made from the regular route to make an interim stop. On a system-wide basis, this trip also does not add an additional burden on the street system, so it is not considered in assessing impact fees.

In addition, residential development has a larger trip adjustment factor of 52% to account for commuters leaving Washoe County for work. In other words, residential development is assigned all inbound trips plus 20% of outbound trips to account for job locations outside of Washoe County, calculated as follows. According to the 2017 National Household Travel Survey weekday work trips are typically 24.75% of production trips (i.e., all out-bound trips). As shown in the Census Bureau’s web application, OnTheMap indicates that approximately 20% of resident workers traveled outside the county for work in 2018. In combination, these factors ($0.2475 \times 0.50 \times 0.20 = 0.02$) support the additional 2% allocation of trips to residential development.

For commercial development, the trip adjustment factor is less than 50% because retail development attracts vehicles as they pass by on arterial and collector roads. For an average shopping center, ITE data indicate 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends.

Many institutional land uses, like schools, also have significant pass-by and diverted link trips as children are dropped off and picked up by parents on their way to some other primary destination. Given this travel pattern, the pass-by adjustment for schools and daycare utilized the commercial trip adjustment factor.

The average trip length, measured in miles, is derived from the regional travel demand model that the RTC Planning Department created as part of the 2050 RTP. The recommended trip lengths by service area for the regional road network excludes travel on local streets and freeways. The average trip length is 3.58 miles for the North Service Area and 3.36 miles for the South Service Area.

Trip length weighting factors are used to account for trip length variations by the type of land use. Per the 2019 National Household Travel Survey, vehicle trips from residential development account for 121% of the average trip length. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other non-residential development typically accounts for trips that are 73% of the average for all trips.

The result of combining trip generation and trip length information is an equivalency table establishing the number of VMT generated by various land use types per unit of development. The equivalency rates are presented in Tables 1 and 2.

Table 1
North Service Area
Service Unit Generation by Land Use

Land Use Type	Development Unit	Avg Wkdy Veh Trip Ends	Trip Rate Adjustment	Trip Length Adjustment	7th Ed North VMTs
Residential					
Single Unit	Dwelling	9.04	52%	121%	20.36
3+ Units per Structure	Dwelling	5.76	52%	121%	12.97
Industrial					
Light Industrial	1000 Sq Ft	4.96	50%	73%	6.48
Manufacturing	1000 Sq Ft	3.93	50%	73%	5.14
Warehouse	1000 Sq Ft	1.74	50%	73%	2.27
Mini-Warehouse	1000 Sq Ft	1.51	50%	73%	1.97
Commercial					
Retail and Eating/Drinking Places	1000 Sq Ft	37.75	33%	66%	29.43
Casino Gaming Area	1000 Sq Ft	46.05	50%	73%	60.17
Office & Other Services					
Lodging	Room	3.35	50%	73%	4.38
Public Park	Acre	0.78	50%	73%	1.02
Schools and Daycare	1000 Sq Ft	19.52	33%	73%	16.83
Hospital	1000 Sq Ft	10.72	50%	73%	14.01
Nursing Home	1000 Sq Ft	6.64	50%	73%	8.68
Office and Other Services	1000 Sq Ft	9.74	50%	73%	12.73
Medical Office	1000 Sq Ft	34.80	50%	73%	45.47

The VMT for each land use type is the resulting calculation of Average Weekday Vehicle Trip Ends x Trip Rate Adjustment x Trip Length Adjustment x Average Trip Length for the North Service Area (3.58 miles).

Table 2
South Service Area
Service Unit Generation by Land Use

<i>Land Use Type</i>	<i>Development Unit</i>	<i>Avg Wkdy Veh Trip Ends</i>	<i>Trip Rate Adjustment</i>	<i>Trip Length Adjustment</i>	<i>7th Ed South VMT's</i>
Residential					
Single Unit	Dwelling	9.04	52%	121%	19.11
3+ Units per Structure	Dwelling	5.76	52%	121%	12.18
Industrial					
Light Industrial	1000 Sq Ft	4.96	50%	73%	6.08
Manufacturing	1000 Sq Ft	3.93	50%	73%	4.82
Warehouse	1000 Sq Ft	1.74	50%	73%	2.13
Mini-Warehouse	1000 Sq Ft	1.51	50%	73%	1.85
Commercial					
Retail and Eating/Drinking Places	1000 Sq Ft	37.75	33%	66%	27.63
Casino Gaming Area	1000 Sq Ft	46.05	50%	73%	56.48
Office & Other Services					
Lodging	Room	3.35	50%	73%	4.11
Public Park	Acre	0.78	50%	73%	0.96
Schools and Daycare	1000 Sq Ft	19.52	33%	73%	15.80
Hospital	1000 Sq Ft	10.72	50%	73%	13.15
Nursing Home	1000 Sq Ft	6.64	50%	73%	8.14
Office and Other Services	1000 Sq Ft	9.74	50%	73%	11.95
Medical Office	1000 Sq Ft	34.80	50%	73%	42.68

The VMT for each land use type is the resulting calculation of Average Weekday vehicle Trip Ends x Trip Rate Adjustment x Trip Length Adjustment x Average Trip Length for the South Service Area (3.36 miles).

VII. PROJECTED VEHICLE MILES OF TRAVEL (VMT) FOR EACH SERVICE AREA

NRS 278B.170(4) requires “[a] table which establishes the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of capital improvements or facility expansions.”

This RRIF CIP uses the regional travel demand model that the RTC Planning Department created as part of the 2050 RTP to determine the 10 year growth in VMT. The travel demand model uses TMRPA’s Population & Employment model based on the 2020 Consensus Forecast to predict where and what type of growth will occur. Information on that future growth is incorporated into the travel demand model by location (travel analysis zones). Population is converted to number of housing units and housing types based on statistical data from the 2019 American Community Survey for Washoe County. Employment is broken down into employment categories and total square footage using

standardized square foot per employee by employment type. Projections are calculated for 2020 and 2030 and prorated for the intermediate years to determine the 10-year growth.

Table 3 and Table 4 below show the projected 10-year growth in VMT per service area (highlighted in green).

**Table 3
North Service Area Travel Demand**

North Service Area	2020	2030	2020-2030 Increase
Total Population	290,770	324,257	33,487
Total Housing Units	126,450	140,981	14,531
Single Housing Units	86,522	96,465	9,943
2+ Housing Units	39,928	44,517	4,588
Industrial Jobs	13,557	14,734	1,177
Commercial Jobs	13,204	14,422	1,218
All Other Services Jobs	62,398	70,944	8,546
Total Jobs	89,159	100,100	10,941
KSF			
Industrial KSF	30,308	32,940	2,631
Commercial KSF	6,602	7,211	609
All Other Services KSF	21,269	24,182	2,913
Vehicle Trips			
Single Unit Trips	410,429	457,594	47,165
2+ Units Trips	120,684	134,552	13,869
Industrial Trips	26,368	28,658	2,289
Commercial Trips	82,244	89,831	7,587
All Other Services Trips	103,581	117,767	14,186
Total Vehicle Trips	743,306	828,402	85,096
Weekday Vehicle Miles of Travel (VMT)	2,834,609	3,159,978	325,369

**Table 4
South Service Area Travel Demand**

South Service Area	2020	2030	2020-2030 Increase
Total Population	181,560	202,470	20,910
Total Housing Units	78,957	88,030	9,073
Single Housing Units	54,025	60,233	6,208
2+ Housing Units	24,932	27,797	2,865
Industrial Jobs	39,564	41,874	2,310
Commercial Jobs	25,751	26,523	772
All Other Services Jobs	152,785	157,159	4,374
Total Jobs	218,100	225,556	7,456
KSF			
Industrial KSF	88,451	93,615	5,164
Commercial KSF	12,876	13,262	386
All Other Services KSF	52,079	53,570	1,491
Vehicle Trips			
Single Unit Trips	256,276	285,727	29,450
2+ Units Trips	75,356	84,016	8,660
Industrial Trips	76,952	81,445	4,493
Commercial Trips	160,397	165,205	4,809
All Other Services Trips	253,623	260,884	7,261
Total Vehicle Trips	822,604	877,277	54,673
Weekday Vehicle Miles of Travel (VMT)	2,514,815	2,709,249	194,434

VIII. COST PER VEHICLE MILES TRAVELLED (VMT) FOR EACH SERVICE AREA

This RRIF CIP determines the cost per VMT by dividing the unfunded portion of the costs of the projects listed in Exhibit C (the “RRIF Share”) by the projected increase in VMT in each service area. A separate cost per VMT is determined for each service area.

In order to determine the unfunded portion, this RRIF CIP takes into account other available funding sources (federal, state and local funds) that are available to pay for the costs of the projects listed in Exhibit C. Those other available funding sources are accounted for in order to avoid possible double payment for growth-related improvements from those funding sources. The amount of other available fundings sources is determined using the financial plans and revenue projections developed in conjunction with the first 10 years of the 2050 RTP, with further detail and adjustments for purposes of this RRIF CIP. See 2050 RTP, Chapter 11 – Investing Strategically. The following table presents the results of those calculations:

Table 5
Funding Needs and Available Funding Sources

Funding Source	2021-2030 Total
Total Cost	\$715,613,850
Available Local, State and Federal Funding Sources	\$583,050,431
Unfunded Portion (i.e., the RRIF Share)	\$132,563,419

The other available funding sources are regional in nature and are not required to be used in one service area or the other. Therefore, this RRIF CIP developed a formula to determine the percentage of the RRIF Share that should be attributable to each service area. This RRIF CIP calculated the total costs of all projects listed in Exhibit C by service area. This RRIF CIP then divided the total costs in each service area, by the combined cost of both service areas, to determine the percentage of the total RRIF Share for each service area. The following table presents the results of those calculations:

Table 6
Percentage of RRIF Share by Service Area

Project Costs	North Service Area	South Service Area	2021-2030 Total
2050 RTP: Capacity Related Improvements	\$452,103,200	\$263,510,650	\$715,613,850
% Capacity Related RTP	63.18%	36.82%	100%

For purposes of this RRIF CIP, 63.18% of the RRIF Share is attributable to the North Service Area and 36.82% of the RRIF Share is attributable to the South Service Area. The RRIF Share in each service area was then divided by the projected increase in VMT in each service area to determine the cost per VMT in each service area. The following table presents the results of the calculations above:

Table 7
Cost per Vehicle Miles Traveled (VMT)

Description	North Service Area	South Service Area
Total RRIF Share	\$132,563,419	
% RRIF Eligible RTP	63.18%	36.82%
RRIF Share by Service Area	\$83,749,561	\$48,813,858
VMT Growth by Service Area	325,369	194,434
\$/VMT for RRIF Share	\$257.40	\$251.06

IX. RRIF FEE SCHEDULE

The RRIF fee for a given land use type is the product of the VMT generated by each type of land use and the cost per VMT. The RRIF fees for each land use type in each service area are presented in Exhibit A.

EXHIBIT A
REGIONAL ROAD IMPACT FEE SCHEDULE

<i>Development Type</i>	<i>Development Unit</i>	<i>VMT North</i>	<i>7th Ed RRIF North</i>	<i>VMT South</i>	<i>7th Ed RRIF South</i>
<i>Residential</i>					
Single Unit	Dwelling	20.36	\$5,240.66	19.11	\$4,798.15
3+ Units per Structure	Dwelling	12.97	\$3,338.48	12.18	\$3,057.23
<i>Industrial</i>					
Light Industrial	1000 Sq Ft	6.48	\$1,668.27	6.08	\$1,527.18
Manufacturing	1000 Sq Ft	5.14	\$1,321.83	4.82	\$1,210.05
Warehouse	1000 Sq Ft	2.27	\$585.24	2.13	\$535.75
Mini-Warehouse	1000 Sq Ft	1.97	\$507.88	1.85	\$464.93
<i>Commercial</i>					
Retail and Eating/Drinking Places	1000 Sq Ft	29.43	\$7,576.46	27.63	\$6,935.72
Casino Gaming Area	1000 Sq Ft	60.17	\$15,488.67	56.48	\$14,178.79
<i>Office & Other Services</i>					
Lodging	Room	4.38	\$1,126.75	4.11	\$1,031.46
Public Park	Acre	1.02	\$262.35	0.96	\$240.16
Schools and Daycare	1000 Sq Ft	16.83	\$4,333.19	15.80	\$3,966.74
Hospital	1000 Sq Ft	14.01	\$3,605.61	13.15	\$3,300.69
Nursing Home	1000 Sq Ft	8.68	\$2,233.33	8.14	\$2,044.46
Office and Other Services	1000 Sq Ft	12.73	\$3,276.00	11.95	\$2,998.95
Medical Office	1000 Sq Ft	45.47	\$11,704.79	42.68	\$10,714.92

EXHIBIT B
RRIF SERVICE AREAS

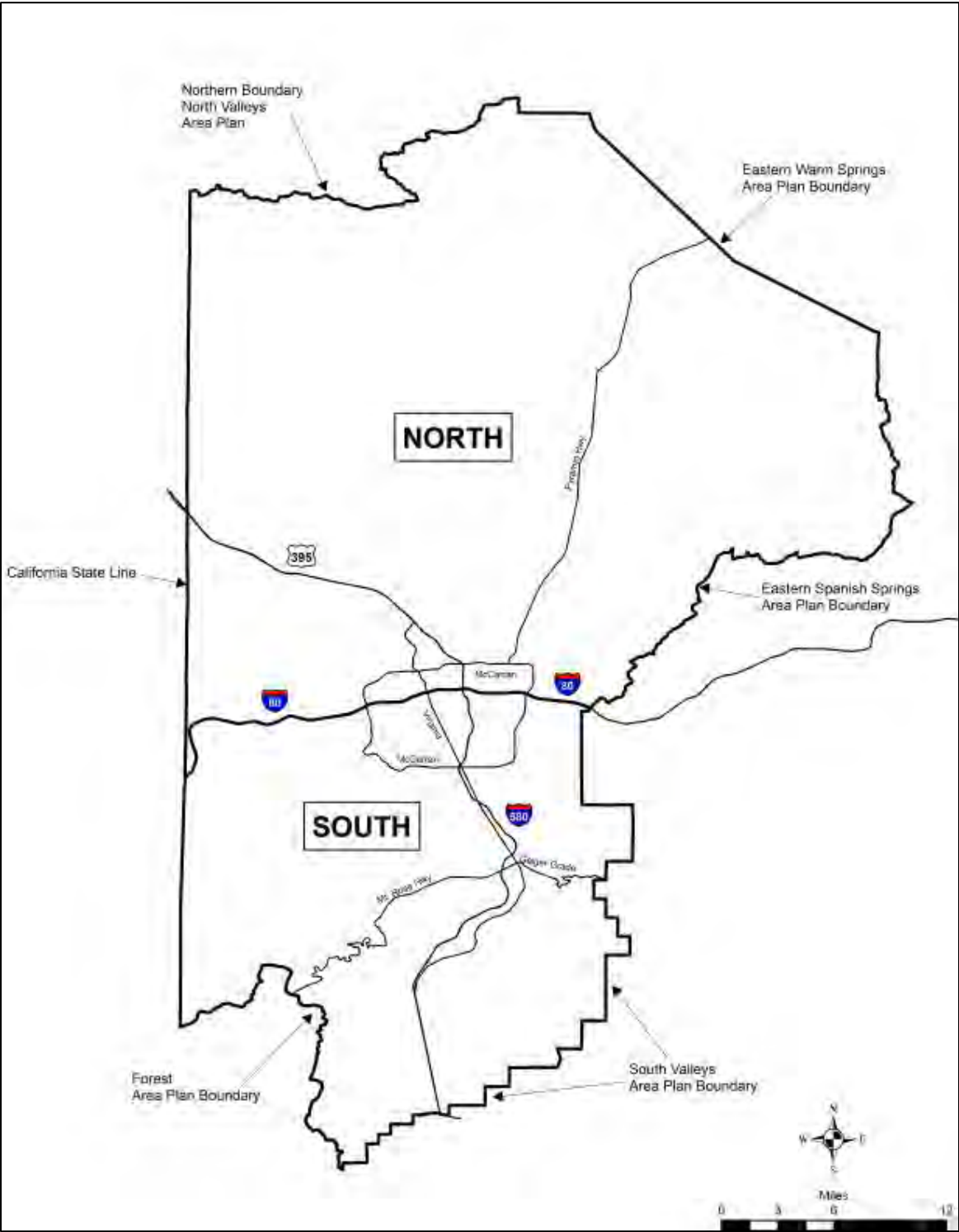


EXHIBIT B
RRIF BENEFIT DISTRICTS

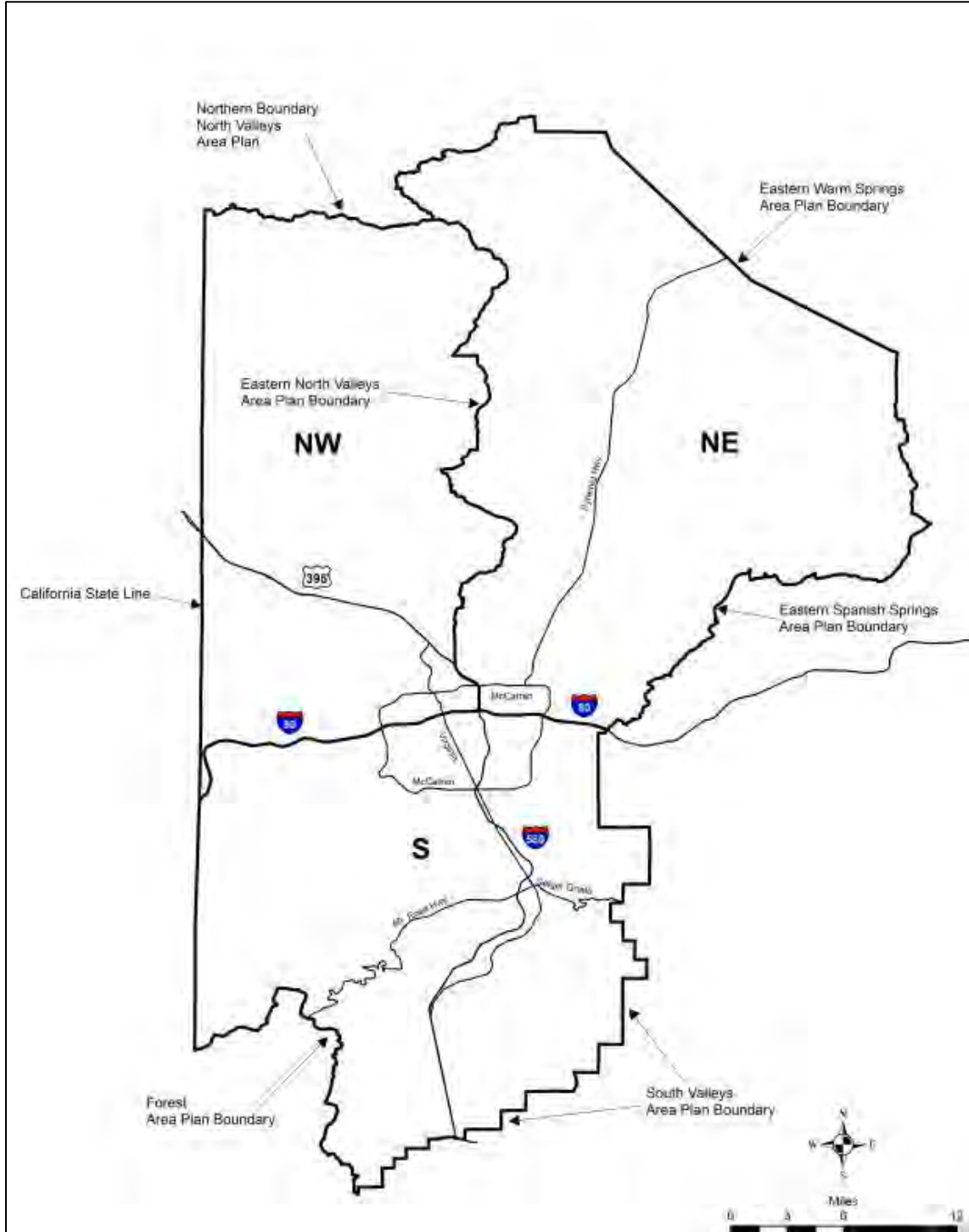


Exhibit C
CIP Street Projects and Facility Expansion
North Benefit District

RTP Time Frame	Service Area	Roadway	Limits	Description	RTP (\$)	Capacity Related North (\$)
2026-30	N	Buck Dr	Lemmon Dr to N Hills Blvd	Widen 2 to 4 lanes	\$ 1,912,000	\$ 1,912,000
2021-25	N	Dolores Drive (Private)	Existing Dolores west to Lazy 5 Pkwy	New 2 lane road	\$ 1,500,000	\$ 180,000
2021-25	N	Highland Ranch Pkwy (Private)	Five Ridges to Pyramid Hwy	Widen 2 to 4 lanes	\$ 1,400,000	\$ 1,400,000
2021-25	N	Kiley Pkwy (Private)	Wingfield Hills Rd to Henry Orr Pkwy	New 2 lane road	\$ 6,400,000	\$ 768,000
2021-25	N	Lazy 5 Pkwy (Private)	W Sun Valley Arterial to Pyramid Hwy	New 4 lane road west of Pyramid Hwy transitioning to 2 lanes at future development entrance	\$ 27,600,000	\$ 6,624,000
2021-25	N	Lemmon Drive	US 395 to Military Rd	Widen 4 to 6 lanes - US 395 to Military Rd	\$ 22,500,000	\$ 22,500,000
2021-25	N	Lemmon Drive	Fleetwood Dr to Chickadee Dr	Widen 2 to 4 lanes - Fleetwood Dr to Chickadee Dr	\$ 39,000,000	\$ 39,000,000
2026-30	N	Military Rd	Lemmon Dr to Echo Ave	Widen 2 to 4 lanes	\$ 25,412,000	\$ 25,412,000
2026-30	N	Moya Blvd	Red Rock Rd to Echo Ave	Widen 2 to 4 lanes	\$ 19,678,000	\$ 19,678,000
2026-30	N	Moya Blvd Extension	Lemmon Dr to Echo Ave	New 2 lane road	\$ 74,100,000	\$ 8,892,000
2026-30	N	N. Hills Blvd	Golden Valley Rd to Buck Dr	Widen 2 to 4 lanes	\$ 20,465,000	\$ 20,465,000
2021-25	N	N/S Connector Rd (Private)	Stonebrook Pkwy to Wingfield Hills Rd	New 2 lane road	\$ 8,400,000	\$ 1,008,000
2026-30	N	North Virginia St	McCarran Blvd to Panther	Sidewalks and bike lanes. An off-street shared-use path may be considered	\$ 17,878,000	\$ 2,741,000
2026-30	N	North Virginia St	Panther to Stead Blvd	Widen from 2 to 4 lanes and multimodal improvements	\$ 43,291,000	\$ 43,291,000
2021-25	N	Oddie Blvd/Wells Ave	I-80 to Pyramid Way	Multimodal improvements	\$ 36,000,000	\$ 5,400,000
2021-25	N	Parr Blvd	Ferrari McLeod to Raggio Pkwy	Interchange improvements	\$ 7,700,000	\$ 770,000
2021-25	N	Pyramid Hwy/Sun Valley/US 395Connector Phase 1	Queen Way to Golden View	Widen Pyramid to 6 lanes from Queen Way to Golden View	\$ 54,100,000	\$ 54,100,000
2026-30	N	Pyramid Hwy/Sun Valley/US 395Connector Phase 2	Disc Drive Widening	Widen Disc drive from Pyramid Hwy to Vista Blvd	\$ 22,300,000	\$ 22,300,000
2026-30	N	Red Rock Rd	US 395 to Placerville Drive	Widen 2 to 4 lanes	\$ 58,246,000	\$ 58,246,000
2026-30	NS	Sierra Street	California Ave to 9th St	Widen sidewalks & add bike lanes	\$ 5,060,000	\$ 75,900
2021-25	N	Sky Vista Pkwy	Lemmon Dr to Silver Lake Rd	Widen 2 to 4 lanes	\$ 15,800,000	\$ 15,800,000
2021-25	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$ 40,000,000	\$ 36,000,000
2026-30	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$ 44,977,000	\$ 40,479,300
2021-25	N	Stonebrook Parkway (Private)	N/S Connector Rd to Pyramid Highway	New 2 lane road	\$ 8,100,000	\$ 972,000
2021-25	N	Sun Valley Blvd	7th Ave to Scottsdale	Multimodal improvements	\$ 25,000,000	\$ 3,000,000
2021-25	N	Victorian Avenue	16th Street to Pyramid Way	Bike lanes	\$ 2,300,000	\$ 345,000
2026-30	N	Vista Blvd	I-80 to Prater Way	Widen 4 to 6 lanes	\$ 11,244,000	\$ 11,244,000
2021-25	N	Whitelake Parkway (Private)	US 395 Interchange Improvements	Interchange improvements	\$ 28,000,000	\$ 4,200,000
2021-25	N	Whitelake Parkway (Private)	US 395 to Town Center North Road	Widen 2 to 4 lanes	\$ 2,800,000	\$ 2,800,000
2021-25	N	Wingfield Hills Rd (Private)	Existing Wingfield Hills Rd west to DavidAllen Pkwy	New 4 lane road	\$ 5,000,000	\$ 2,500,000

\$ 452,103,200

*The Private projects will be constructed by private developers. These projects are identified in the 2050 RTP, but the costs are not identified in the 2050 RTP. For purposes of this RRIF CIP, the cost of these projects were determined using the same methodology used in the 2050 RTP.

Exhibit C
CIP Street Projects and Facility Expansion
South Benefit District

RTP Time Frame	Service Area	Roadway	Limits	Description	RTP (\$)	RRIF Share North (\$)
2021-25	S	4th Street (Reno)	Keystone Avenue to Evans Ave	Enhanced sidewalks and bus/bike lanes, intersection improvements	\$ 35,000,000	\$ 5,250,000
2021-25	S	Center Street	Moran to 9th Street	Widen sidewalks & add bike lanes	\$ 10,000,000	\$ 1,500,000
2021-25	S	Damonte Ranch Pkwy (Private)	Veterans Pkwy to Rio Wrangler Pkwy	New 2 lane road	\$ 7,100,000	\$ 1,065,000
2026-30	S	Damonte Ranch Pkwy (Private)	I-580 to Double R	Roadway widening	\$ 4,723,000	\$ 4,723,000
2021-2025	S	Day Break (Private)	South Meadows Pkwy to Rio POCO Rd	Traffic and circulation improvements	\$ 10,400,000	\$ 10,400,000
2026-30	S	Geiger Grade Realignment	Virginia St to Toll Rd	New 4 lane road	\$ 84,445,000	\$ 42,222,500
2026-30	S	Keystone Ave	California to I-80	Multimodal improvements and Truckee River bridge replacement	\$ 61,169,000	\$ 9,175,350
2021-25	S	McCarran Blvd	Keitzke to Greensboro	Intersection and Operations	\$ 10,000,000	\$ 10,000,000
2021-25	S	Meridian & Santerra (Verdi) (Private)	Verdi Regional Road Network	Traffic and circulation improvements	\$ 27,500,000	\$ 27,500,000
2026-30	S	Mill Street	Keitzke to Terminal	Roadway widening and multimodal	\$ 60,000,000	\$ 60,000,000
2026-30	S	Mill St/Terminal Way	Reno Tahoe International Airport to Lake St (downtown Reno)	Multimodal & intersection improvements, add EB lane from Keitzke Ln to US 395	\$ 27,436,000	\$ 27,436,000
2026-30	S	Pembroke Drive	McCarran Blvd to Veterans Pkwy	Roadway widening and multimodal	\$ 19,790,000	\$ 19,790,000
2026-30	S	Rio Wrangler Extension North (Private)	South Meadows Pkwy to Bucephalus Pkwy	New 2 lane road	\$ 6,000,000	\$ 900,000
2026-30	S	Rio Wrangler Extension South (Private)	Damonte Ranch Pkwy to Veterans Pkwy	New 2 lane road	\$ 4,700,000	\$ 705,000
2026-30	S	S. Virginia Street	I-580 to Longley	Add NB Lane	\$ 23,613,000	\$ 23,613,000
2026-30	NS	Sierra Street	California Ave to 9th St	Widen sidewalks & add bike lanes	\$ 5,060,000	\$ 683,100
2026-30	S	South Meadows Extension (Private)	Mojave Sky Drive to Rio Wrangler	New 4 lane road	\$ 6,200,000	\$ 3,100,000
2021-25	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$ 40,000,000	\$ 4,000,000
2026-30	NS	Sparks Blvd	Greg to Baring	Multimodal improvements, widen 4 to 6 lanes - Greg to I-80, widen 4-6 lanes - I-80 to Springland	\$ 44,977,000	\$ 4,497,700
2026-30	S	Steamboat Pkwy	Promenade Way to Veterans Pkwy	Widen from 4 to 6 lanes	\$ 4,610,000	\$ 4,610,000
2021-25	S	Vassar Street	Holcomb Avenue to Terminal Way	Bike lanes	\$ 4,300,000	\$ 645,000
2021-25	S	Vine Street	Riverside Drive to University Terrace	Bike lanes	\$ 11,300,000	\$ 1,695,000

\$ **263,510,650**

*The Private projects will be constructed by private developers. These projects are identified in the 2050 RTP, but the costs are not identified in the 2050 RTP. For purposes of this RRIF CIP, the cost of these projects were determined using the same methodology used in the 2050 RTP.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 5.2

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Set Executive Director's Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022).

BACKGROUND AND DISCUSSION

In accordance with the Executive Director's employment agreement, the Commission shall review the employee's performance at least once annually against the duties and obligations of the position, to include goals and objectives to which, to extent possible, have been reduced to writing and agreed upon between the parties.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

The Commissioners approved Executive Director FY 2021 Goals on August 20, 2020.

ATTACHMENT(S)

- A. Summary of Proposed RTC FY 2022 Executive Director Goals

**REGIONAL TRANSPORTATION COMMISSION***Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

Bill Thomas Proposed FY 2022 Goals

1. Implement streamlined TA Set Aside program.
2. Review Wildcreek High School traffic impacts through the McCarran Boulevard Corridor Study.
3. Create a project close-out stakeholder communication effort.
4. Define RTC role with eBikes and scooters through the Bicycle and Pedestrian Master Plan update.
5. Re-categorize “bike/ped” and “multimodal” project tracking for improved clarity.
6. Strategically approach contract bid timing process to achieve pricing improvements.
7. Identify a housing partner for development of Peppermill excess property to transit-oriented housing project.
8. Participate in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation).
9. Identify and present alternatives for accelerated construction of improvements on Pyramid from Ingenuity to Egyptian.
10. Utilize targeted marketing strategies to increase ridership by UNR students and riders living/working along BRT routes.
11. Implement property disposal plans.
12. Create long-term property acquisition strategy.
13. Identify planning process for next steps of the eastern extension of La Posada.
14. Complete feasibility analysis, including potential funding, for a single tourist-focused double decker bus.
15. Increase strategic digital marketing outreach and effectuate two-way communication on social media.
16. Strengthen relationships with local jurisdictions and governmental entities, including providing clarity on RTC project improvements.
17. Implement a process of formalized follow-up to requests made by the Board.
18. Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 5.3

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021, to June 30, 2022).

BACKGROUND AND DISCUSSION

In accordance with RTC's Personnel Rule 5.7 (Salary Adjustments and Pay-for-Performance), the Commissioners will set agency performance goals at or near the beginning of each fiscal year.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

The Commissioners approved FY 2021 Agency Goals on July 17, 2020.

ATTACHMENT(S)

- A. Summary of Proposed RTC FY 2022 Agency Goals



FY 2022 AGENCY GOALS

- Complete 150 lane miles of Pavement Preservation
- Begin Reconstruction/Rehabilitation:
 - Kings Row Phase 1
 - Golden Valley Road
 - Newport Lane
 - Sparks Consolidated 21-01
 - Reno Consolidated 20-01
 - Reno Consolidated 21-01
- Begin Project Construction:
 - Lemmon Drive Segment 1
 - Oddie/Wells Multimodal
 - Package 3 ADA Access Transit & Pedestrian Connectivity
 - Sparks Boulevard Widening (early action phase)
- Identify and present alternatives for Mill Street Multimodal (Kietzke Lane to McCarran Boulevard)
- Complete Construction Bidding Process for Sky Vista Project
- Begin Design:
 - NEPA on Arlington Bridges Replacement Project
 - Lemmon Drive Segment 2
- Update:
 - RRIF 7th Edition
 - Street and Highway Policy
 - RTC-local jurisdiction agreements regarding transit projects, facilities and operations opportunities
 - Bicycle & Pedestrian Master Plan
 - Intelligent Transportation Systems Master Plan
 - Transit Optimization Plan Strategies, including:
 - Single transit app
 - Educating UNR stakeholders on transit experience
 - Bus stop prioritization by volume
- Complete Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan
- Pursue Federal Funding/Earmarks:
 - Arlington Street Bridge
 - BRT South Extension
- Secure Federal funding for Hydrogen Fuel Cell Pilot Project through completion of formal grant set-up.
- Define timeline for Vision Zero Truckee Meadows Action Plan action items and complete identified items in support of Vision Zero and Safe Routes to School programs
- Continue NDOT Collaboration: SBX, US395 North, Mt. Rose, and Geiger Grade Roundabout Projects
- Initiate Verdi Planning Study
- Initiate McCarran Loop Planning Study
- Increase annual RTC RIDE ridership by 15% over FY21
- Downtown Reno Partnership coordination and operations to enhance safety at 4SS
- Implement FlexRIDE Tahoe Service Pilot
- Implement and complete construction on RTC facilities projects:
 - Terminal Way multiple purpose room
 - Modernization of Terminal Way elevators
 - Peppermill BRT Station
- Complete due diligence on 4th Street Station expansion



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 6.1

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

RECOMMENDED ACTION

Approve the final report of the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study.

BACKGROUND AND DISCUSSION

The RTC has finalized a draft report of the Lemmon Valley-Spanish Springs Connector (formerly Eagle Canyon Extension) Alignment Alternatives and PEL Study. The purpose of this study is to identify potential alignments for, and evaluate the feasibility of, a potential new roadway, which would provide a connection between the Lemmon Valley and Spanish Springs communities. The location of a preferred alignment has not yet be determined. Additionally, the study evaluates existing traffic operations and safety issues on Eagle Canyon Drive and recommends potential improvements.

The final report will provide the necessary background information to advance a future project through the National Environmental Policy Act (NEPA) process and design as well as to establish a foundation for the coordination of future planning efforts among stakeholders within the corridor. Should a feasible alignment be identified, potential funding resources will be evaluated at a later date.

This study was identified through the North Valleys Multimodal Transportation Study, completed by the RTC in February 2017. Through that process, North Valleys residents expressed a desire for a direct connection between the two areas as both have been experiencing, and are expected to continue to experience, significant growth in housing and employment. The proposed roadway would help to alleviate traffic currently utilizing US 395, the Spaghetti Bowl and Pyramid Highway, and improve regional traffic flow.

The draft report is currently available for review at <https://northvalleysimprovements.com/eagle-canyon-extension-study/>. There is also a short informational video and a form to provide comments on the report.

FISCAL IMPACT

Funding for the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and PEL Study is included in the FY 2020 – FY 2021 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

September 18, 2020	Received a report and provided direction on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study
August 16, 2019	Approved the Professional Services Agreement (PSA) for the Eagle Canyon Extension Alignment Alternatives and PEL Study
May 20, 2019	Approved the FY 2020 – FY 2021 UPWP

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee met on September 1, 2021, and the Technical Advisory Committee met on September 2, 2021, and both committees received a presentation on the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and PEL Study.

ATTACHMENT(S)

A. Draft report

Lemmon Valley – Spanish Springs Connector Study

AUGUST 2021



Prepared for:



Prepared by:



Executive Summary

The Lemmon Valley – Spanish Springs Connector Plan developed potential corridor connections through a Planning and Environmental Linkages (PEL) study between the two growing communities. The plan includes analysis of safety improvements based on existing traffic operations along Eagle Canyon Drive from SR-445 (Pyramid Way) to West Calle De La Plata. The corridors investigated are shown in Table I. The Improvement recommendations for the roadway and intersections are listed in Tables II below.

Table I: Potential Corridor Recommendations

Connection	Corridor	Spanish Springs Connection	Lemmon Valley Connection	Planning Level Cost
Lemmon Connection 1	Eagle Canyon–Lemmon Dr	Eagle Canyon at West Calle de la Plata	Near Chickadee Drive	\$ 77,844,000
Lemmon Connection 2	Sha Neva–Lemmon Dr	Sha Neva Road	Near Chickadee Drive	\$ 91,234,000
Lazy 5 Connection – Alternative 1	Lazy 5–Deodar Way	Lazy 5 Parkway	Deodar Way at Lemmon Drive	\$ 129,480,000
Lazy 5 Connection – Alternative 2	Lazy 5–Lemmon Dr	Lazy 5 Parkway	Near Chickadee Drive	\$ 146,744,000

Table II: Eagle Canyon Safety Improvements

Description	Limits	Planning Level Cost
ADA Upgrades	Pyramid Way to W. Calle De La Plata	\$ 327,000
Curb and Gutter	Both sides of roadway along Spanish Springs High School and Shaw Middle School	\$ 579,000
Standardize Striping	Southbound Alena Way approach	\$ 27,000
Shared Use Path	North side of roadway from Pyramid Way to W. Calle De La Plata	\$ 498,000
Median Refuge	Intersection of Richard Springs Blvd and Eagle Canyon Drive	\$ 43,000
Goldeneye Improvements	Remove existing crosswalk, improve lighting, and add signage	\$ 43,000
Lighting Improvements	High-T merge at Eagle Canyon Park	\$ 44,000

Acknowledgments

This project has been a collaborative work with extensive involvement from multiple agencies. We would like to thank the following for their input and guidance:

Technical Advisory Committee:

<u>Member</u>	<u>Agency</u>	<u>Member</u>	<u>Agency</u>
Bill Thomas	RTC	Chris Young	NDOT
Amy Cummings	RTC	Del Abdalla	FHWA
Dan Doenges	RTC	John Enloe	TMWA
Michael Dulude	RTC	Victoria Wilkins	BLM
Rebecca Kapuler	RTC	Gerrit Buma	BLM
Dale Keller	RTC	Stacey Begay	Bureau of Indian Affairs
Doug Maloy	RTC	Paul Bonar	Bureau of Indian Affairs
Scott Miklos	RTC	Scott Nebesky	Reno Sparks Indian Colony (<i>retired</i>)
Michael Moreno	RTC	Jed Hammer	Reno-Tahoe Airport Authority
James Weston	RTC	Dale Way	Truckee Meadows Fire Protection District
Xuan Wang	RTC	Jeremy Smith	Truckee Meadows Regional Planning
Angela Fuss	City of Reno	Dwayne Smith	Washoe County
Kerrie Koski	City of Reno	Julee Olander	Washoe County - Community Services Dept.
Kurt Dietrich	City of Reno	Mitch Fink	Washoe County - Water Resources
Amber Sosa	City of Sparks	Brett Rodela	Washoe County School District
Jim Rundle	City of Sparks	MJ Cloud	Washoe County School District
Kevin Verre	NDOT		

Consulting Team

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Laura Dreher	Jacobs

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1.0 Introduction

1.1 Purpose and Goals

The RTC completed the North Valleys Multimodal Transportation Study in February 2017. One of the long-term improvements this study identified was a “North Valleys Connector” to link the North Valleys and Spanish Springs communities. The plan identified a preliminary concept to connect the Spanish Springs community at Eagle Canyon Drive to the Lemmon Valley community at Chickadee Drive. The 2040 Regional Transportation Plan (RTP), adopted in May 2018, subsequently identified the “Eagle Canyon Extension” as a new four-lane arterial on its list of Regional Road Improvement Projects for the 2027 to 2040 planning horizon. This goal of this study is to identify and evaluate alignment alternatives referred to as the “Lemmon Valley – Spanish Springs Connector Study.” The project was also incorporated into the 2050 RTP, which was adopted in March 2021.

The purpose is to compile a planning and environmental linkages (PEL) checklist for a potential roadway between Lemmon Valley and Spanish Springs and analyze existing traffic operations to examine capacity improvements and safety improvements, as necessary. The PEL investigation considers community input, environmental issues, and a narrow the range of alternatives that will be included in future analysis under the National Environmental Policy Act (NEPA). Specific goals of this study include:

- Identify potential corridor alignments
- Planning and Environment Linkages (PEL) checklist
- Provide recommendations for operational/safety improvements on the existing Eagle Canyon Drive
- Enhance connectivity/emergency access
- Provide infrastructure/economic development opportunities

1.2 Vision Statement

The following vision statement was developed for this study through stakeholder and community input:

“Enhance mobility and connectivity between growing communities and facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area.”

With these goals and vision in mind, this study is generally divided up into two primary sections, the first concentrating on the alignment study for a new roadway facility providing connectivity between Lemmon Valley and Spanish Springs, and the second concentrating on an operational and safety analysis of existing Eagle Canyon Drive between Pyramid Highway and Spanish Springs High School.



2.0 Regional Context

Northern Nevada has experienced significant growth in recent years, which has been accelerated through the development of the Tahoe Regional Industrial Center (TRIC) in Storey County. Companies that support the technology industry coupled with growth in logistics and manufacturing have created unprecedented demand for commercial land and housing, not heretofore experienced. According to US Census, between 2008 to 2018 Washoe County's population grew by over 150,000 to 464,000 people. The Reno-Sparks metropolitan region is forecast to add 129,000 more residents over the next 30 years, increasing the population to 591,000. The number of jobs is also expected to increase from 290,000 to 389,000 during the same 30-year time period. Growth in employment and residents equates to growth in travel demands. According to the RTC's regional travel demand model, daily vehicle miles of travel is forecast to increase 44% from 10.3 million in 2020 to 14.8 million in 2050.

The Lemmon Valley community consists of a wide range of housing types, including rural residential on large lots with livestock to traditional single-family subdivisions on small lots and multifamily development. Some portions of Lemmon Valley are incorporated within the City of Reno while others are in unincorporated Washoe County. The primary geographic feature is Swan Lake. The major transportation facilities serving Lemmon Valley include Lemmon Drive running generally north-south providing connectivity to US 395. Military Road and Lear Boulevard running generally east-west provide connectivity to the Stead region.

The Spanish Springs community also consists of both rural to suburban neighborhoods supported by employment, commercial, religious, and cultural facilities. Portions of Spanish Springs consist of areas within unincorporated Washoe County. Pyramid Highway is the primary corridor along the west side that directly connects travelers to I-80. There are other collectors and arterials available to access I-80 if users follow more circuitous routes.

Between the Lemmon Valley and Spanish Springs communities is Hungry Valley. Although the residents of Hungry Valley are mostly concentrated within a 170-acre area, Hungry Valley itself consists of over 15,000 acres that are considered the Reno-Sparks Indian Colony (RSIC). Eagle Canyon Drive, a paved two-lane road, connects Hungry Valley from the east to Spanish Springs. Hungry Valley Road, currently unpaved, connects Lemmon Valley to the west. Portions of Hungry Valley Road are rough and primarily suited to high clearance or off-highway vehicles.

The remaining area between Lemmon Valley and Spanish Springs is generally undeveloped public land managed by the Bureau of Land Management (BLM). The primary geographic feature is a low mountainous region separating Lemmon Valley and the Spanish Springs Valley.

Figure 2.1 on the following page illustrates the spatial relationship between Lemmon Valley, Hungry Valley, and the Spanish Springs Valley. The RSIC land area is labeled as "Tribal Land" within Hungry Valley.



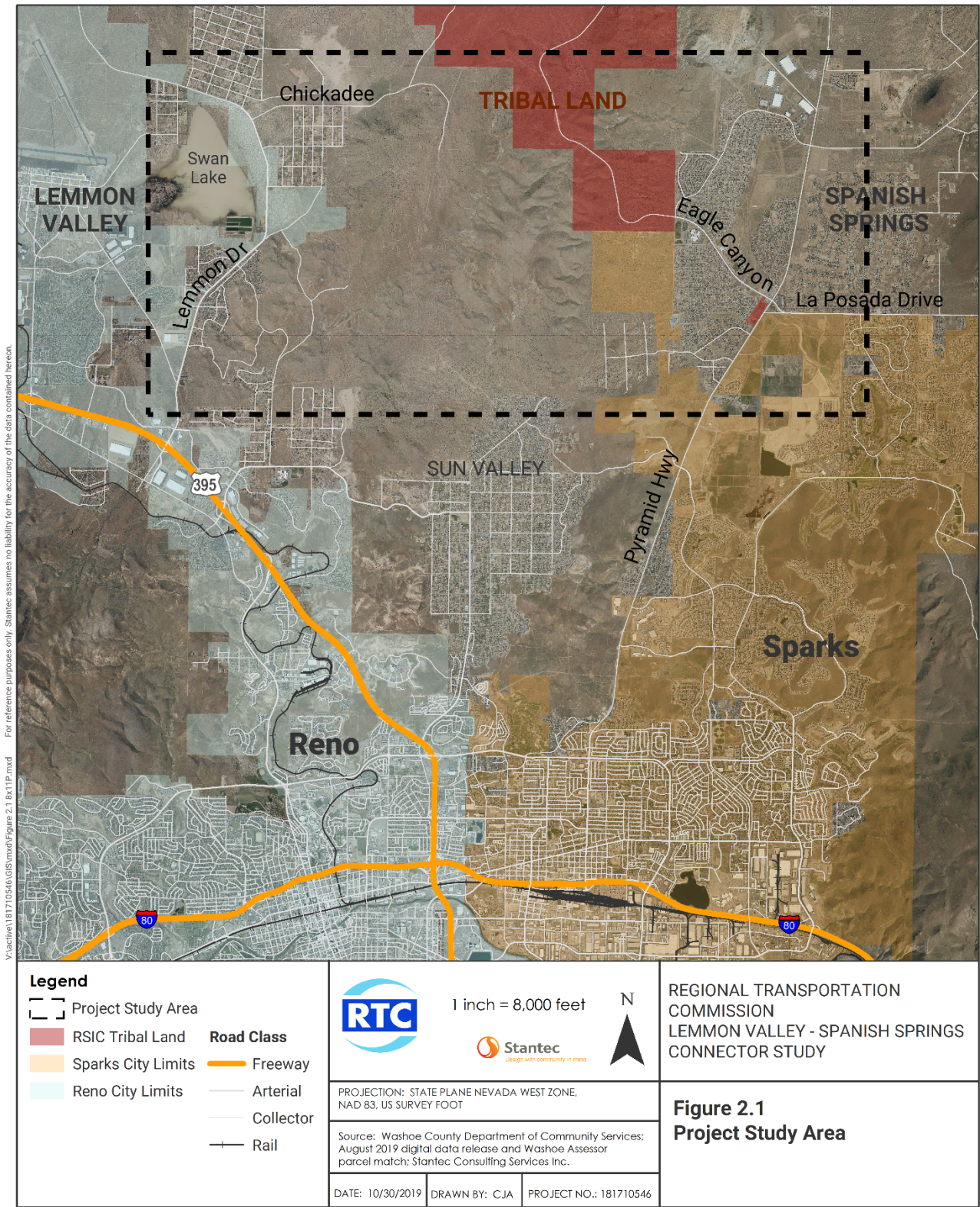


Figure 2-1: Project Study Area



2.1 Future Planned Projects

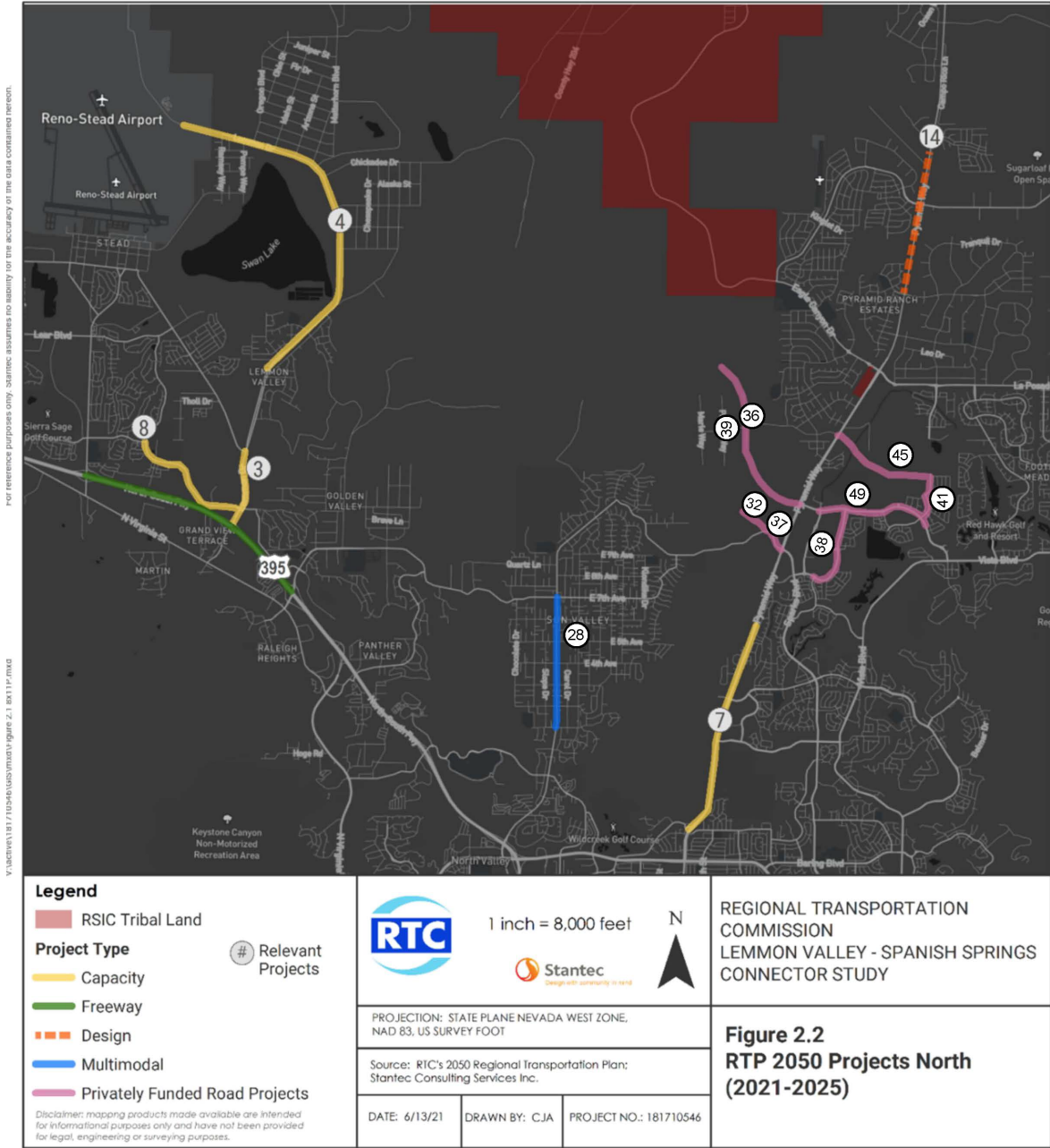
RTC's 2050 Regional Transportation Plan includes future projects to improve mobility and add safety features. Projects within the study's regional area are listed below by project year interval.

2.1.1 2021-2025 Projects

- Lemmon Drive Segment 1 – Widen 4 to 6 lanes from US-395 to Military Road (3)
- Lemmon Drive – Segment 2 Traffic Improvements/Reconstruct from Fleetwood Drive to Ramsey Way (4)
- Pyramid Hwy (Phase 1) – Widen & Safety Improvements from Queen Way to Golden View (7)
- Sky Vista Pkwy – Widen 2 to 4 lanes from Silver Lake Road to Lemmon Drive (8)
- Pyramid Hwy – Add Southbound lane from Egyptian Drive to Ingenuity Avenue (14)
- Sun Valley Blvd Multimodal Improvements – 7th Ave to Scottsdale (28)
- 5 Ridges Pkwy – Highland Ranch Pkwy to 2nd roundabout (32)
- Dolores Drive Extension – West to Lazy 5 Pkwy (36)
- Highland Ranch Pkwy – Widening from Pyramid Hwy to 5 Ridges entrance (37)
- Kiley Pkwy – Wingfield Hills Rd to Henry Orr Pkwy (38)
- Lazy 5 Pkwy – W Sun Valley Arterial to Pyramid Hwy (39)
- N/S Connector Rd – Stonebrook Pkwy to Wingfield Hills Rd (41)
- Stonebrook Pkwy – N/S Connector Rd to Pyramid Hwy (45)
- Wingfield Hills Rd Extension – West to David Allen Pkwy (49)

Numbers for each project indicated in parathesis above correspond to the project numbers shown on Figure 2-2 on the following page as identified in the RTC's 2050 Regional Transportation Plan.

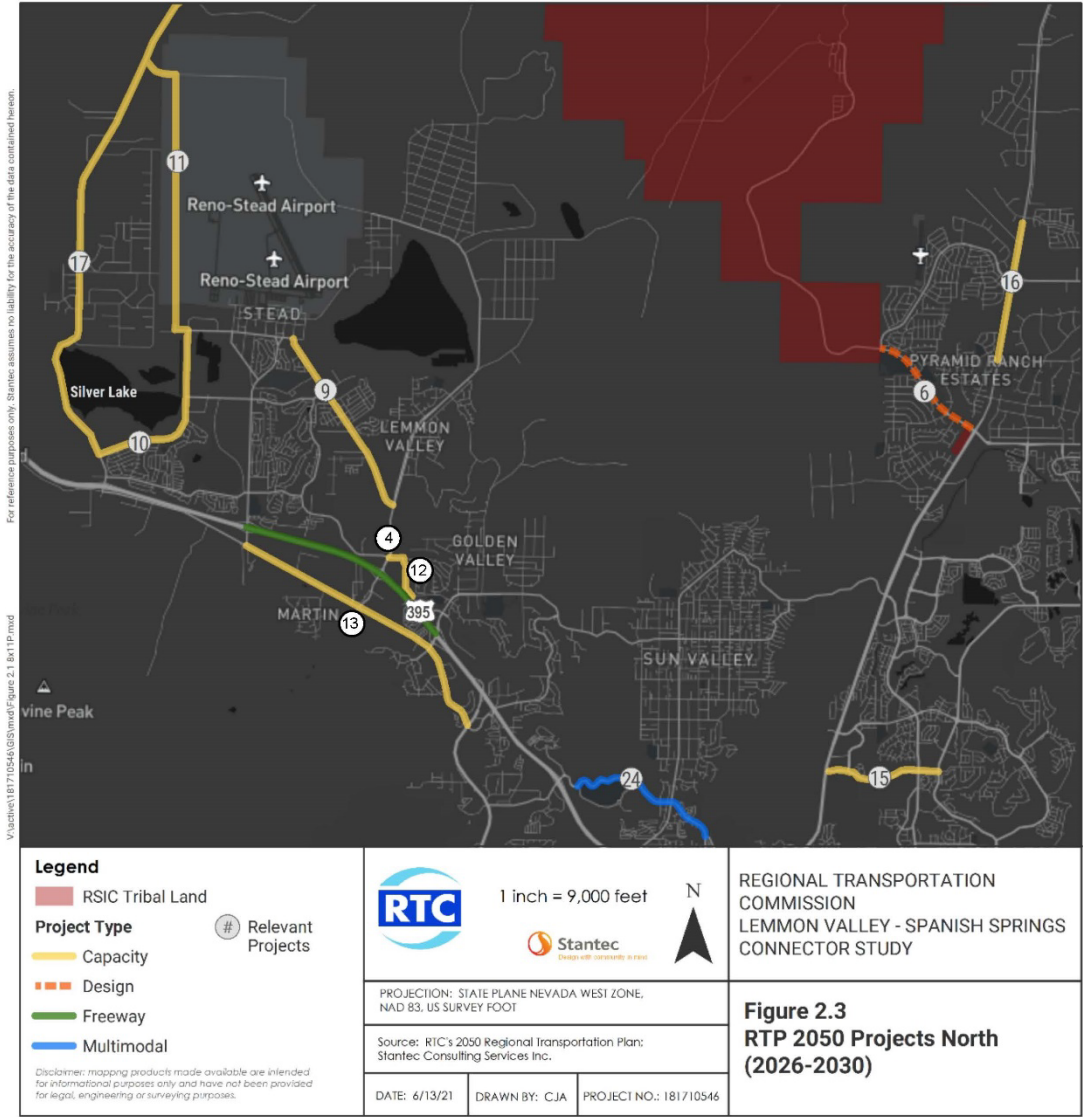




2.1.2 2026-2030 Projects

- Buck Drive – Add capacity widen 2 to 4 lanes from Lemmon Drive to N. Hills Blvd (4)
- Eagle Canyon – Widen 2 to 4 Lanes from Pyramid Hwy to W Calle de la Plata (6)
- Military Road – Add capacity widen 2 to 4 lanes from Lemmon Drive to Echo Avenue (9)
- Moya Boulevard – Add capacity widen 2 to 4 lanes from Red Rock Road to Echo Avenue (10)
- Moya Boulevard Extension to add capacity from Red Rock Drive to Echo Avenue (11)
- N Hills Blvd – Golden Valley Rd to Buck Dr (12)
- N Virginia St – Widen 2 to 4 lanes from Panther Dr to Stead Blvd (13)
- Pyramid Hwy/US395 Connector Phase 2 to add capacity from Pyramid Way to Vista Blvd (15)
- Pyramid Hwy – Add capacity with a southbound lane from Egyptian Drive to Ingenuity Avenue (16)
- Red Rock Road – Add capacity Widen 2 to 4 lanes from US-395 to Placerville Drive (17)
- El Rancho Drive/Dandini Boulevard – Add sidewalks from Raggio Parkway to Sullivan Lane (24)

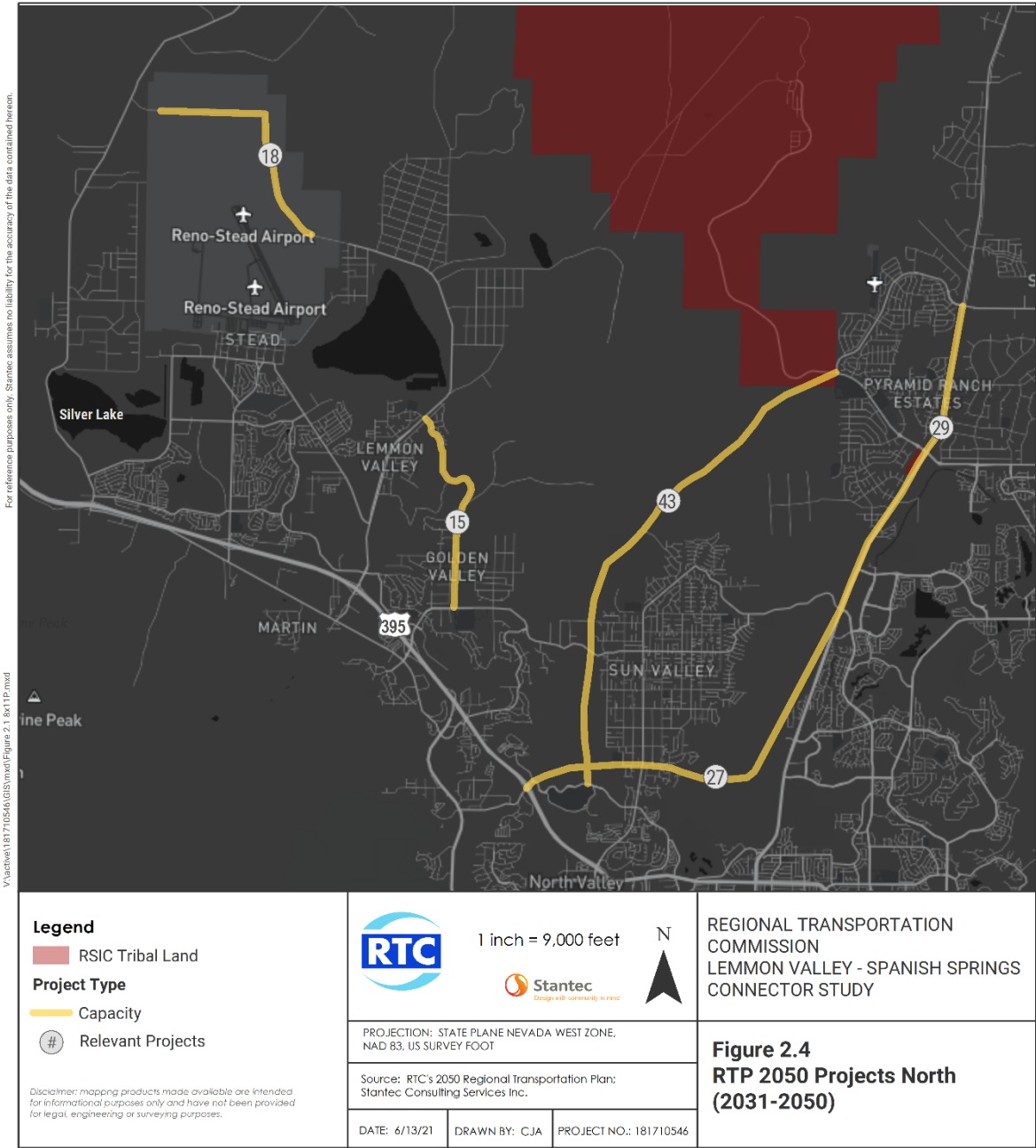
Numbers for each project indicated in parathesis above correspond to the location shown in Figure 2.3 below.



2.1.3 2031-2050 Projects

- Estates Road-Reconstruct Lemmon Drive to Golden Valley Road to add capacity (15)
- Lemmon Drive Extension to Red Rock Road to add capacity (18)
- Pyramid/395 Connector Phase 3 Construct Connector from US-395 to Pyramid Hwy south of Sparks Blvd to add capacity (27)
- Pyramid Hwy Phase 5 – Widen 2 to 4 lanes from Sparks Blvd to Calle de la Plata (29)
- West Sun Valley – Add new arterial 4 lane road from Dandini Blvd to Eagle Canyon Road (43)

Numbers for each project indicated in parathesis above correspond to the location shown in Figure 2.4 below.



3.0 Public Outreach

3.1 Stakeholder Meetings

Project Technical Advisory Committee (TAC) meetings were held throughout the planning study to discuss issues and community concerns and share progress results. Four meetings, including the initial kick-off, were held to identify stakeholders, roles, and responsibilities, review alternative evaluations and preliminary screenings, explore environmental impacts, and identify potential mitigation identification strategies.

3.1.1 TAC Kick-Off Meeting

The initial project kick-off meeting occurred in October of 2019 and consisted of the design team members and RTC. Project objectives and analyses for planning of existing and future conditions included:

- Traffic
- Land Use
- Safety
- Transit
- Pedestrian/Bicycle
- Environmental
- Right-of-way
- Storm Drainage and Flood Control

This kick-off meeting also helped identify key members to be invited for future TAC meetings and stakeholders in this project. Key stakeholders identified for this project included:

- Elected officials, RTC Committees
- Property owners
- Washoe County School District (WCSD)
- Washoe County
- Federal Highway Administration (FHWA)
- Nevada Department of Transportation (NDOT)
- Reno-Sparks Indian Colony (RSIC)
- Bureau of Land Management (BLM)
- Nevada Department of Wildlife (NDOW)
- City of Reno
- City of Sparks
- Truckee Meadows Water Authority (TMWA)
- Truckee Meadows Regional Planning Agency (TMRPA)
- Reno Tahoe Airport Authority (RTAA)



3.1.2 TAC Meeting 1

The first TAC meeting was conducted in November of 2019. This meeting served as an introduction between the consulting team staff, lead agency staff, and the TAC members. The project study area was introduced and the goals/objectives for the project discussed. The team reviewed the connector study approach which consists of conducting an existing and future conditions analysis. The team also reviewed existing studies and traffic and safety, multimodal, land use, and environmental analysis to support the PEL. Future TAC and public meetings were reviewed for scheduling purposes.

3.1.3 TAC Meeting 2

The second Technical Advisory Committee meeting was conducted in February of 2020. This meeting served as a time to discuss preliminary field observations, an inventory of existing conditions in the corridor and non-motorized data along the existing Eagle Canyon Drive. These categories consisted of traffic counts, preliminary crash data, pedestrian facilities, and bicycle facilities. A summary of observations is listed below. Detailed findings along Eagle Canyon Drive are highlighted in Section 5.6.1: Notable Findings of this report.

- Southbound approach at Goldeneye and at Alena are LOS F in the AM period (school zone condition)
- Eastbound-thru (EBT), Westbound-left (WBL), and Northbound-left (NBL) at Eagle Canyon and Pyramid Hwy are LOS E in the AM
- All approaches fail at Eagle Canyon and Pyramid Hwy under 2040 traffic forecast
- Neighborhood Way approach encourages high speed entry into roundabout
- All school-related traffic clears within 7-10 minutes
- Spanish Springs High School Issues: parents parking in bike lane, students jaywalk to cars

Additionally, eight (8) alignment alternatives were discussed along with the conflicts and current conditions within these corridors. Existing conditions within the study area are identified in Appendix D as a series of technical memoranda that provide analyses to address the following topics:

- Wildlife habitat
- Environmental justice populations
- Land ownership
- Parks and Recreation
- Wetlands/Hydrology

3.1.4 TAC Meeting 3

A third TAC meeting was conducted in May 2020, after the two initial public meetings. Due to Covid-19, this meeting was held virtually. The meeting reiterated the purpose and need for this study and a connection that facilitates movement between the two growing areas, improving regional traffic circulation and access which thereby will reduce emergency evacuation and/or emergency response times.



3.1.5 TAC Meeting 4

The fourth and final TAC meeting was held virtually in November 2020. The final meeting reiterated the purpose and needs. The meeting focused on reviewing the potential alignments, and traffic and pedestrian safety improvements along Eagle Canyon Drive.

3.2 Tribal Coordination

Coordination with the Reno Sparks Indian Colony (RSIC) regarding this project began with the North Valleys Area Multimodal Transportation Study. RTC staff presented the proposed roadway concept, along with other regional projects, to the Tribal Council in April 2017 and sought input. RSIC staff subsequently reached out to the RTC in support of a more detailed study of the proposed roadway connection between Lemmon Valley and Spanish Springs through Hungry Valley. While the RSIC has not made a determination regarding support of the project, staff prior to initiation of the Planning and Environmental Linkages (PEL) study expressed interest in potential economic development and utility improvement opportunities with the proposed Lemmon Valley-Spanish Springs Connector through Hungry Valley. These potential opportunities were identified along with concerns over limited access to/from Hungry Valley and resulting emergency response. As previously stated, RSIC staff were included on the LV-SS project Technical Advisory Committee (TAC) to provide input throughout the development of the study.

The COVID-19 pandemic shutdown during 2020, which was particularly challenging for the residents in Hungry Valley, made it difficult to engage with the RSIC Tribal Council and greater community. Initial feedback presented by staff indicated that members of the Tribal Council were willing to consider a potential corridor alignment through Hungry Valley. In addition, the RSIC had begun an update of their Master Plan for the Hungry Valley community and were still going through the process of soliciting feedback from their Tribal members on what the future vision of the community should look like.

RTC staff most recently had an opportunity in July 2021 to interact with members of the Tribal Council directly, along with RSIC staff, and re-confirmed that the Tribal Council is interested in further study and consideration of the proposed alignments through Hungry Valley. They acknowledged an interest in participating in further studies during future phases of the environmental analysis. They also stated that not all members of the RSIC are supportive of an alignment through the community, and that further discussion would need to take place within the community. The Tribal Council and staff anticipate being able to provide a more formal response on the alignment alternatives in September 2021.

3.3 Public Meetings

During the planning study design, two public meetings were held to conduct outreach to area residents, business/property owners, and community groups. These public meetings focused on the seven potential alignment alternatives to get feedback from the community regarding their interests and concerns. Exhibits, design information, and feedback from each meeting is compiled in Appendix A: Public Meetings.



3.4 Online Public Information Survey

The RTC deployed an online survey using the MetroQuest tool between March 10, 2020 and May 1, 2020. The RTC promoted the survey through social media outlets as well as during two of the public meetings held at Lemmon Valley Elementary School and Spanish Springs High School, respectively. A total of 621 responses were received.

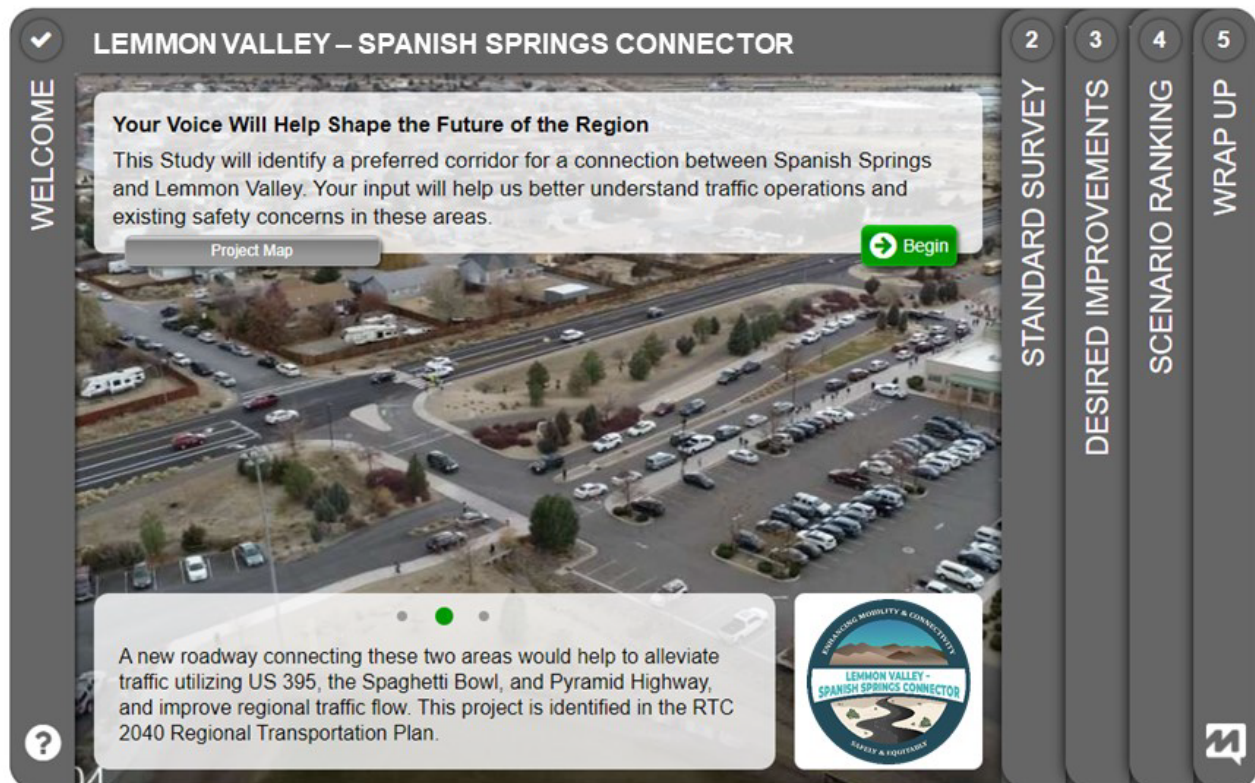


Figure 3.3-1: Online Public Information Survey Welcome Page

Source: RTC

The focus of the survey was to identify concerns of residents and visitors with regard to any of the potential connections between the two valleys and overall safety issues in these areas. Respondents predominately lived in either Spanish Springs (37%) or the North Valleys (43%). Sixteen responses originated from Hungry Valley households. The results also indicate the respondents work outside of the areas in which they live. Only 10% reported working in the North Valleys and 9% in Spanish Springs. Commutes to Reno (outside of the North Valleys) constituted nearly half of all workplace destinations. Surprisingly, only 1% of respondents indicated Storey County as their workplace destination. Unsurprisingly, both US 395 and Pyramid Lake Highway took the top two spots for longest commute segments, accounting for 71% of roadway options.

Respondents were asked how often a new road between the two valleys would be used. Approximately one in four stated “never” and the remaining respondents indicated, daily (17%), weekdays (8%), weekends (13%), weekly (20%) or monthly (19%). The primary reasons cited for wanting to access a connector road is to travel to shopping/dining destinations (26%), for convenience (23%), travel between work and home (14%), and other (22%).



The survey respondents were given an opportunity to drop a variety of geo-located markers by type on a Google map and add comments if they wished to do so. The marker types included safety concerns, operations, transit/carpool, bike/pedestrian, recreation, and wildlife. Nearly 40% of the 1,134 markers placed on the maps were attributed to a safety concern. Another 25% reflected concerns about traffic operations. In an emergency situation, a direct connection would alleviate the significant anticipated congestion on the roadways out of either valley and help safely evacuate communities and/or bring emergency vehicles into and between the valleys more quickly.

Complete results from the online surveys were prepared by the RTC and are compiled in Appendix B: MetroQuest Survey Summary.

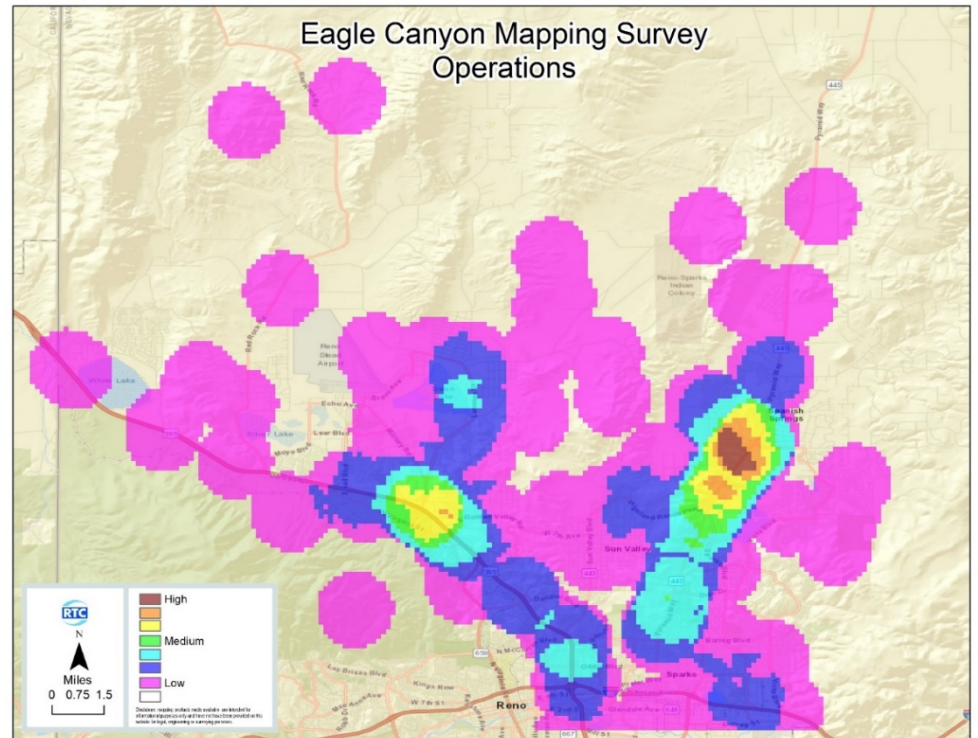


Figure 3.3-2: Survey Output regarding Traffic Operations
Source: RTC



4.0 Planning and Environmental Linkages

The project team followed a Planning and Environmental Linkages (PEL) process. PEL provides the opportunity to identify and consider potential concerns of a project, such as environmental resource impacts and stakeholder involvement, earlier and outside of the NEPA regulatory framework. This will enable the RTC to leverage the planning phase to improve early decision making and expedite the NEPA phase if they follow procedures as part of a PEL process. Decisions made as part of the PEL process could be used in NEPA. The following summarizes that process.

4.1 Alignment Investigation and Analysis

Stantec utilized the Quantm alignment planning software to identify and analyze multiple routes between Spanish Springs and Lemmon Valley. The software generated a large number of corridors using route optimization technology which were then reduced to eleven (11) initial conceptual alternatives for consideration by the Technical Advisory Committee (TAC). The TAC's preferred eight (8) alignments were presented to the public for input. Based on feedback and existing environmental concerns, the alternatives were narrowed to three (3) different alignments with five (5) connection options for final recommendation. The following section outlines the refinement process.

Initial alignments evaluated connections from Spanish Springs at the intersection of Eagle Canyon Drive and West Calle de la Plata to the intersection of Lemmon Drive and Chickadee Drive in Lemmon Valley. Additional alternatives included extensions from the intersections of Pyramid Way and Lazy 5 Parkway and Sha Neva Road and Pyramid Way in Spanish Springs to the intersections of Deodar Way and Lemmon Drive in Lemmon Valley. The Hungry Valley residents and geographic area are important to the process of connecting with Lemmon Valley. Below is a list of potential tie-in locations for the Lemmon Valley – Spanish Springs Connector.

Lemmon Valley Connection Options shown in blue include:

- Lemmon Drive near Chickadee Drive
- Deodar Way

Spanish Springs Connection Options shown in orange

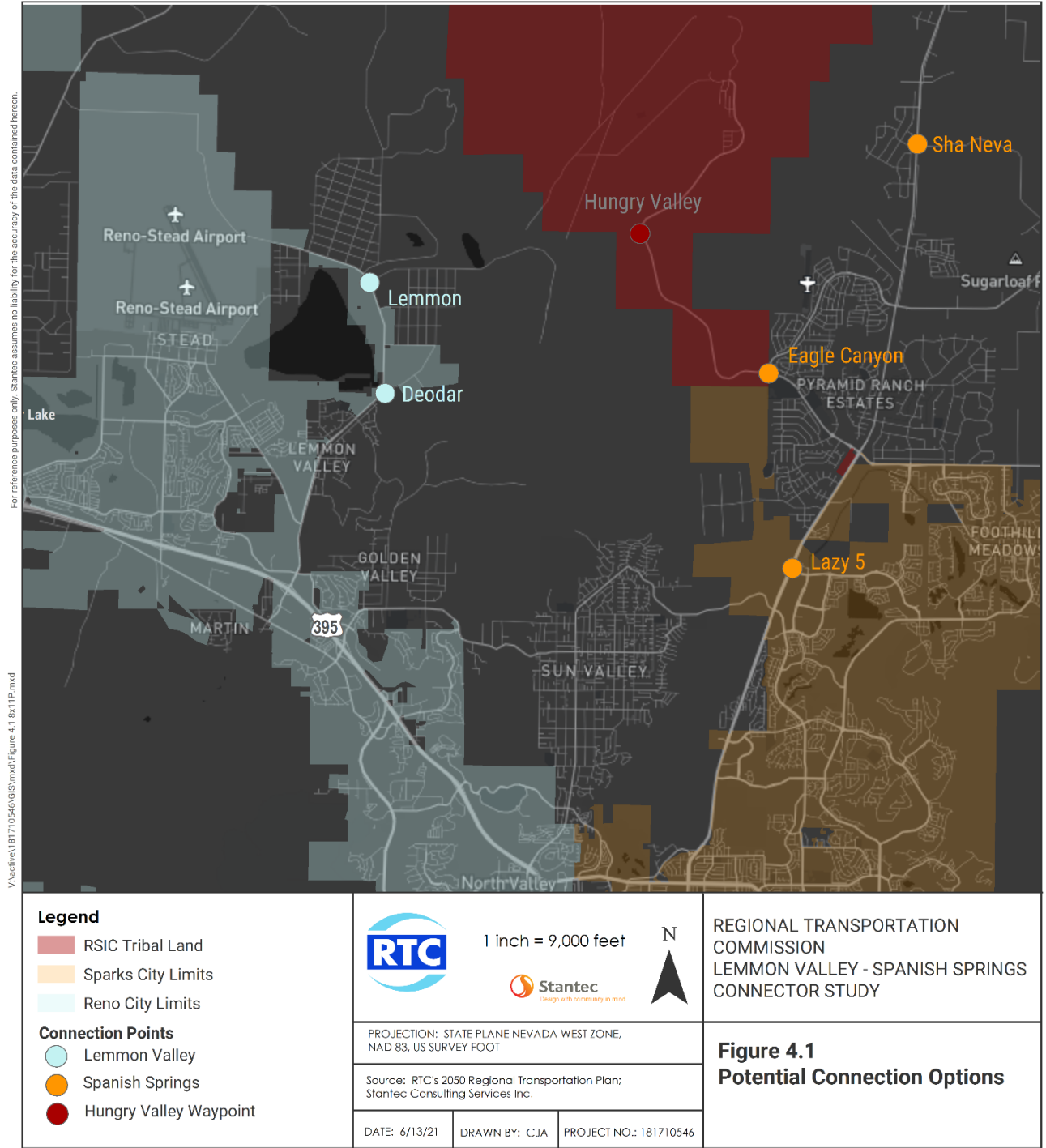
- Eagle Canyon Drive
- Sha Neva Way
- Lazy 5

Waypoint shown in red

- Hungry Valley (located at the end of Existing Eagle Canyon Drive)

Figure 4-1 on the following page illustrates the selected subset of potential points of connection within the larger geographic area. Figure 4-2 displays the eight (8) corridors generated by Quantm put forth to the Stakeholders and general public with Lazy 5, Eagle Canyon and Sha Neva as connection points in Spanish Springs to Deodar Drive, and Lemmon Drive (near Chickadee Drive) as connection points in Lemmon Valley. Appendix C provides all the alignment information and analysis generated by Quantm.

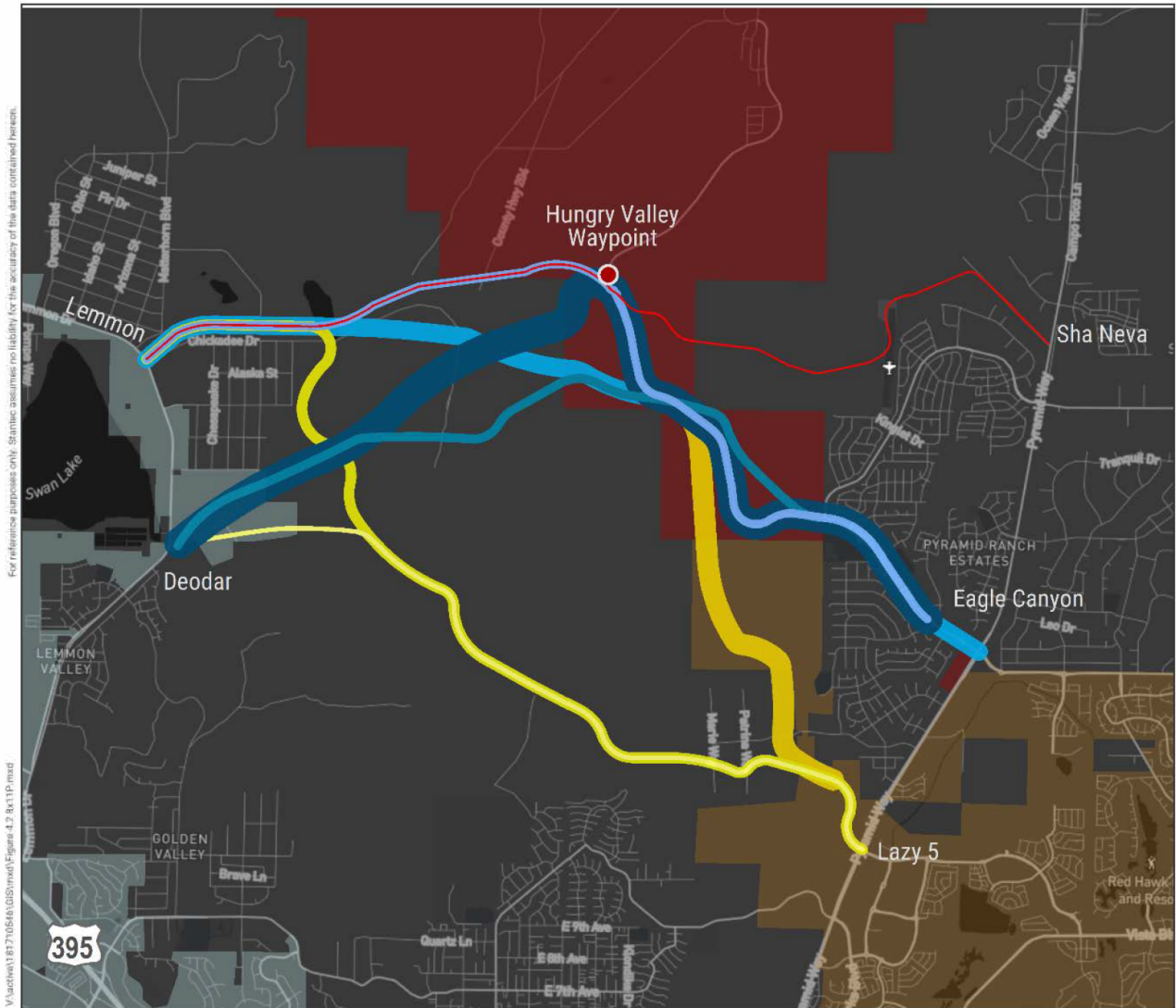




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For reference purposes only. Stantec assumes no liability for the accuracy of the data contained hereon.





Legend

- RSIC Tribal Land
- Sparks City Limits
- Reno City Limits
- Potential Corridors by No. and Alignment Name
- 1 - Eagle Canyon to Lemmon Dr
- 2 - Eagle Canyon to Lemmon via Hungry Valley Waypoint
- 3 - Eagle Canyon to Deodar Way
- 4 - Eagle Canyon to Deodar Way via Hungry Valley Waypoint
- 5 - Lazy 5 to Lemmon Dr
- 6 - Lazy 5 to Deodar Way
- 7 - Lazy 5 to Lemmon via Hungry Valley Waypoint
- 8 - ShaNeVa to Lemmon via Hungry Valley Waypoint



1 inch = 6,000 feet



REGIONAL TRANSPORTATION COMMISSION
LEMMON VALLEY - SPANISH SPRINGS CONNECTOR STUDY

PROJECTION: STATE PLANE NEVADA WEST ZONE, NAD 83, U.S. SURVEY FOOT

Source: RTC's 2050 Regional Transportation Plan; Stantec Consulting Services Inc.

Figure 4.2
Potential Corridors Identified

DATE: 6/13/21 | DRAWN BY: CJA | PROJECT NO.: 181710546



4.1.1 Existing Environmental Impacts

After the eight (8) alignment alternatives were determined through the process outlined above, additional considerations were investigated to further identify a prospective corridor. Much consideration revolved around potential impacts corresponding to certain corridors. These impacts include the following:

- Environmental Justice
- Cultural Resources
- Biological Resources
- Parks and Recreational Resources

A detailed evaluation for each of above referenced impacts is discussed in Appendix D: Existing Environmental Impacts.

Environmental Justice

Environmental Justice (EJ) involves identifying and addressing disproportionately high and adverse effects of the programs, policies, and activities on minority populations and low-income populations to achieve an equitable distribution of benefits and burdens.

Existing Conditions

Census and land use data indicate that both minority and low-income populations have the potential to occur within the Study Area. Native Americans are considered minority populations, notable because of the presence of the Reno-Sparks Indian Colony (RSIC). Minority populations occupy the east and west edges of the Study Area where residential and business development are present. One low-income population is located on the southern edge of the Study Area, the northernmost edge of Sun Valley.

Potential Environmental Consequences

Of the proposed alignment alternatives, only the Lazy 5 to Deodar alignment alternative (Figure 4.2), may impact both the minority and low-income populations potentially present in the Sun Valley area. There are no potential impact differentiators between the remaining proposed alignment alternatives with regard to environmental justice. All of the alignment alternatives could potentially impact minority populations.

Potential impacts on minority and low-income populations, from right-of-way needs, increased noise levels, and changes to the visual environment, may occur and will need to be further assessed as project improvements are carried forward into the National Environmental Policy Act (NEPA) evaluation process.

Temporary construction-related impacts could occur and may include roadway congestion in and around the Study Area, noise from construction equipment, emissions from diesel equipment, fugitive dust from earthmoving activities, temporary detours, and out-of-direction travel.



Next Steps

NEPA studies for future projects will assess whether proposed improvements will result in disproportionate effects on minority and low-income populations. The analysis conducted during the NEPA evaluation process should be more in-depth and included in the determination of potential impacts and mitigation. The 2020 U.S. Census and U.S. Department of Housing and Urban Development data should be used to identify minority and/or low-income populations. If impacts are expected, the analysis will assess whether the impacts are disproportionately high and adverse, as defined by FHWA guidance (FHWA 2011). For any adverse effects, measures to avoid and minimize impacts on disadvantaged communities should be evaluated. If impacts cannot be avoided, mitigation measures to affected communities should be developed to offset the impacts which will require outreach to these communities to determine their needs and concerns.

Cultural Resources

Existing Conditions

The alternative alignments cross the broad undeveloped expanse with roughly parallel valleys and mountains between Pyramid Highway and Lemmon Drive (Figure 4.2). The valleys are structural depressions partly filled with material eroded from the mountains and are near the western margin of the Great Basin Section of the Basin and Range physiographic province (Fenneman 1931; Rush and Glancy 1967). Mountains to the south are underlain by granitic rock, and those to the north are comprised of volcanic rock with andesite in addition to other inclusions. The steppe climate ranges between desert and humid and the landscape is sparse juniper woodland with a shrubby aspect dominated by sagebrush and rabbitbrush. Natural springs are a feature of the landscape, which has historically proven more suitable for ranching than cultivation.

In 2016 the Obama administration transferred 13,400 acres of Bureau of Land Management land to the existing northern unit of the Reno-Sparks Indian Colony (RSIC) and portions of the northern alignment alternatives pass through the southern boundary of the RSIC. Members of the Paiute, Shoshone, and Washoe tribes combined to form the RSIC in 1900 and RSIC was federally recognized in 1934.

Potential Cultural Resources

Results of the preliminary cultural resources inventory are presented fully in the Appendix with relation to both the Area of Potential Effect (APE) and the broader Study Area and discussed broadly by alignment alternative.

A search of both the National Register of Historic Places (NRHP) and the State Register of Historic Places failed to identify cultural resources within the APE or Study Area. The Nevada Cultural Resource Information System (NVCRIS) records search yielded significantly more information. A total of 52 cultural resources identified within the APE and Study Area. These include 38 sites or structures, and 14 isolated finds. Of the sites and structures, 19 are located within the APE, and 19 are in the broader Study Area.

Only three prehistoric archaeological sites and no historic era resources have been recommended as eligible for listing in the NRHP.



There are 15 prehistoric archaeological sites. Two of these have been determined eligible for listing in the NRHP. The archaeological sites are primarily flaked stone scatters, and/or groundstone scatters on the ground surface. A single site has also yielded a subsurface component, including midden, or cultural soil, which is rare in this portion of the Great Basin.

There are 18 historic resources. Six of these are road segments, all but one of which have been evaluated as not eligible for listing in the NRHP. The historic Anderson Toll Road has not been evaluated. The other 12 historic resources include 11 refuse scatters and one mining site with a prospect pit, claim marker, and refuse scatter. No historic era resources have been evaluated as eligible for listing in the National Register.

Finally, there are six archaeological sites that have both prehistoric and historic components. One of these has been determined to be eligible for listing in the NRHP. The other five are not eligible for listing. All six sites are composed of flaked stone scatters and historic refuse.

Next Steps

Section 106 and the NEPA require a more thorough cultural resources inventory than is provided by this preliminary analysis. The next steps required during future planning studies or NEPA documentation include:

- More extensive archival and literature review (for example, county land records, General Land Office maps, county assessor's office maps, Nevada State Library and Archives online aerial photos and other databases).
- Outreach to local libraries, museums, historical societies, and other groups and institutions that curate information about the past in the Study Area.
- Intensive pedestrian cultural resources survey of the APE with appropriate permits.
- A combined desktop and field-based geoarchaeological study of the potential for buried archaeological resources.
- Native American/tribal outreach and consultation to discover Traditional Cultural Properties or other resources of interest to tribes.

Biological Resources

Existing Conditions

The project area is located in the Sierra Nevada-Influenced Semiarid Hills and Basins sub-ecoregion within the greater Central Basin and Range ecoregion, as defined by the Environmental Protection Agency (EPA). This sub-ecoregion includes the basins and lower mountain slopes immediately east of the Sierra Nevada that are affected by its climate or that have its characteristic granitic substrate. Three large river systems, the Truckee, Carson, and Walker, flow eastward through this region from the Sierra Nevada, providing water for agriculture and urban development. Their floodplains support some of the best remaining riparian cottonwood forest in the state, which has been degraded in many areas by grazing, agriculture, and invasive weeds. Heavy agricultural water consumption and many stream diversions for agriculture occur in lower elevation areas. Much of the vegetative land cover throughout the sub-ecoregion is dominated by shrubs and



grasses. Extensive, active sand, gravel, clay, limestone, and gold mining have historically occurred, and residential and commercial areas have continued to expand (Bryce et al. 2003).

Potential Environmental Consequences

Impacts on general wildlife and special-status species can result from the permanent and temporary loss of habitat. Permanent impacts generally include habitat that could potentially be destroyed due to construction of one of the alignment alternatives. Temporary impacts occur from the potential short-term disturbance of areas that can be revegetated, including areas needed for construction access. Direct impacts may include loss of habitat, increased stress due to construction activities and roadway use, and/or death caused by vehicles or vegetation removal. Indirect impacts may include the addition of an impervious road surface and introduction of associated traffic fragmenting habitat, which may cause animal vehicle collisions or interrupt typical behaviors such as movement patterns, foraging, and breeding.

Based on mapping from the Nevada State Wildlife Action Plan, sagebrush habitat is the predominant land cover type in the project area and, therefore, is the habitat that would potentially be most impacted. Potential short-term impacts from construction activities could include removing vegetation and topsoil to construct the roadway prism. Land disturbance where noxious and invasive weed species exist may greatly increase seedling establishment, creating or increasing infestations. Therefore, all areas potentially disturbed by construction of one of the alignment alternatives would provide potential substrate for these species to become established. Adverse impacts from noxious and invasive species could potentially include, at a minimum, loss or degradation of wildlife habitat and reduction of native landscapes.

Construction during migratory birds' breeding or migration seasons could potentially impact migratory birds, causing disturbance or displacement-related impacts on migratory birds nesting, or migration near construction areas. General wildlife species may also be potentially impacted by construction noise, ground disturbance, and increased human presence.

Construction of one of the alignment alternatives may potentially lead to temporary and permanent impacts on aquatic resources (e.g., wetlands, drainages), some of which may be considered jurisdictional by the USACE. Potential impacts to these aquatic resources may require permit coverage under Section 404 of the Clean Water Act.

Next Steps

Field surveys should be conducted to delineate the extent of aquatic resources (wetlands and other waters) that could be impacted by project-related activities. To the greatest extent practicable, future planning and design will be required to incorporate avoidance and minimization of impacts on known wetlands and waters of the United States. Where avoidance would not be practicable, impacts on wetlands and waters of the United States could be minimized by using temporary and permanent best management practices to reduce direct and indirect impacts on these resources.

Potential impacts on special-status species outlined in the Appendix should be carefully considered when developing the design of future projects that may result from this study. Comprehensive and updated special-status species lists will be obtained during the National Biological and Aquatic Resources Environmental Protection Act phase of subsequent future projects. Based on the special-status species list, surveys for



federal- and state-listed species should be conducted during the appropriate seasons, per USFWS and other regulatory agency recommendations. If species of concern are found to be within the Study Area, further coordination with the appropriate regulatory agencies must take place and suitable measures will need to be developed to avoid and/or minimize impacts to these sensitive resources. Depending on the presence of habitat and potential impacts on those habitats, formal consultation with the USFWS and other regulatory agencies may be required.

Parks and Recreation Resources

Existing Conditions

The project area offers a variety of recreational opportunities protected by Section 4(f) or Section 6(f) the Land and Water Conservation Fund (LWCF) Act. There are nine parks and open spaces, seven public schools, and eight trails located in the project vicinity. Additionally, two LWCF properties are located within the project vicinity. During the NEPA phase, further research and coordination with the appropriate jurisdiction officials over these recreational resources would help determine whether Section 4(f) would apply in accordance with FHWA's Section 4(f) Policy Paper (FHWA 2012). This technical memorandum provides preliminary observations in that regard.

Of the nine parks and open spaces, eight are owned and maintained by Washoe County: Desert Winds Park, Eagle Canyon Park, Gator Swamp Park, Lazy 5 Regional Park, Lemmon Valley Horseman's Arena, Lemmon Valley Open Space, Lemmon Valley Park, and the Sun Valley Regional Park. The county community of Sun Valley owns and maintains Highland Ranch Park. All of these properties, with the exception of the Lemmon Valley Open Space, are designated recreational facilities owned by, and open to the public. Therefore, these eight properties may qualify for protection under Section 4(f). Lemmon Valley Open Space is publicly owned; however, the property is not designated as a recreational property and may not warrant protection under Section 4(f).

Four schools, Alyce Taylor Elementary School, Esther Bennet Elementary School, Jesse Hall Elementary School, and Lemmon Valley Elementary School, have recreational facilities including playgrounds, ball fields, and ball courts. The recreational areas of these properties could qualify for protection under Section 4(f). Desert Skies Middle School, Yvonne Shaw Middle School, and Spanish Springs High School all have recreational facilities including ball fields, track and field areas, or ball courts. The primary purpose of these recreational facilities is for organized school sports; however, at least portions of each property's recreational facilities are open for public use. The recreational areas of these properties likely would qualify for protection under Section 4(f).

Many trails, including David Allen Parkway Trail, Fortunato Loop Trail, Lazy Five Parkway Trail, Pyramid Way Trail, and the W Calle De La Plata Trail, are all on-road trails located within a transportation right-of-way. The primary use of the trails is likely transportation and, if confirmed, they would not warrant protection under Section 4(f). Sugarloaf Peak Open Space and Trail, owned by Washoe County, provides recreational users with access to Sugarloaf Peak. This trail could qualify for protection under Section 4(f). Lemmon Valley Trail is a paved path that parallels County Highway 165 in Lemmon Valley. This trail likely would qualify for protection under Section 4(f). The remaining trail, Eagle Canyon Drive Trail, has two parts, urban and rural. The urban section is a paved path located in Spanish Springs along the south side of Eagle Canyon Drive. The rural section is a network of natural paths and staging areas that roughly follow Eagle Canyon Drive west from



Spanish Springs and north through the Reno-Sparks Indian Colony. This entire trail system is likely to be protected under Section 4(f).

Potential Environmental Consequences

The existing **Eagle Canyon** segment intersects with six potential Section 4(f) properties, Desert Winds Park, Eagle Canyon Park, Spanish Springs High School, Yvonne Shaw Middle School, and Eagle Canyon Drive Trail and W. Calle De La Plata Trail. Desert Winds Park is located along the south side of the eastern terminus of the proposed alignment; Eagle Canyon Park and Yvonne Shaw Middle School are located along the north side of the proposed alignment; Spanish Springs High School is located along the south side of the western terminus of the proposed alignment; and Eagle Canyon Drive Trail parallels the south side entire proposed alignment. Based on the current design, impacts would be anticipated on the Desert Winds Park property, but not on any of the park facilities. Impacts on the access and parking for Eagle Canyon Park are anticipated; however, these impacts can be minimized and/or mitigated. Similarly, impacts on the parking lot and access roads to Yvonne Shaw Middle School are anticipated; however, this would not impact the recreational facilities on the property. The northwest portion of the Spanish Springs High School property contains ball fields and a track that could be eligible for Section 4(f) protection. Impacts on the recreational facilities are possible. Further design would be needed to determine the extent of impacts on the respective properties. The proposed alignment would intersect with the southern terminus of W. Calle De La Plata Trail.

The existing **Chickadee** segment intersects with two Section 4(f) properties, Lemmon Valley Horseman's Arena and Lemmon Valley Trail. Lemmon Valley Horseman's Arena is located approximately 1,200 feet south of the proposed alignment. Based on the current design, there would be no impacts on or access restrictions to the property, and therefore no Section 4(f) use. The western terminus of the proposed alignment is located adjacent to Lemmon Valley Trail, which parallels County Highway 165. Further design would be needed to determine impacts on the property.

The existing **Sha Neva** segment buffer intersects with one potential Section 4(f) property, Sugarloaf Peak Open Space and Trail. At the closest point, the trail and open space are located 1,100 feet east and northeast of the eastern terminus of the proposed alignment. Based on the current design, no impacts on the properties are anticipated.

Based on the conceptual alignment alternatives, there is one segment that is not anticipated to impact any Section 4(f) properties. The **Eagle Canyon to Chickadee** segment has no properties within ¼ mile of the alignment.

The **Eagle Canyon to Lemmon via Chickadee Dr** segment buffer intersects with two potential Section 4(f) properties, Eagle Canyon Trail and Spanish Springs High School, and two potential Section 4(f) properties, Lemmon Valley Open Space and W. Calle De La Plata Trail. Based on the current design, the proposed alignment would cross through Lemmon Valley Open Space resulting in a permanent impact on the property. This property likely does not warrant protection under Section 4(f). The eastern terminus of the proposed alignment is located at the northwest corner of the Spanish Springs High School property. The northwest portion of the property contains ball fields and a track that might be eligible for Section 4(f) protection. Impacts on the recreational facilities on the property are possible, however, further design would be needed to determine the extent of the impacts. The eastern terminus of the proposed alignment would intersect with



the western terminus of Eagle Canyon Drive Trail. Based on current design, an impact on the trail would be likely; however, further design would be Parks and Recreational Resources needed to determine the extent of the impact. The proposed alignment would intersect with the southern terminus of W. Calle De La Plata Trail.

The [Eagle Canyon to Deodar Dr](#) segment buffer intersects with one potential Section 4(f) property, Lemmon Valley Trail. The western terminus of the proposed alignment is located adjacent to Lemmon Valley Trail, which parallels County Highway 165. Further design would be needed to determine impacts on the resource.

The [Lazy 5 to Deodar Dr](#) segment buffer intersects with three Section 4(f) properties, Lemmon Valley Trail, Sun Valley Regional Park, and Desert Skies Middle School. The western terminus of the proposed alignment is located adjacent to Lemmon Valley Trail, which parallels County Highway 165. Further design would be needed to determine impacts on the property. The proposed alignment crosses through the northeast portion of Sun Valley Regional Park. Based on the current design, a permanent Section 4(f) use of the park would result. The proposed alignment passes along the north side of Desert Skies Middle School. Based on current design and the location of the school's recreational facilities, impacts on the property could be avoided.

The [Lazy 5 to Lemmon via Chickadee Dr](#) segment buffer intersects with three likely Section 4(f) properties: Lazy 5 Regional Park, Lazy Five Parkway Trail, and David Allen Parkway Trail, as well as two potential Section 4(f) properties, Fortunato Loop Trail, and Pyramid Way Trail. Lazy 5 Regional Park is also protected under the LWCF Act. The Lazy 5 Regional Park is located north and east of the eastern terminus of the proposed alignment. Based on the current design, no Section 4(f) impacts or LWCF conversions would be anticipated at this property. The western terminus of Lazy Five Parkway Trail abuts the eastern terminus of the proposed alignment. Based on current design, impacts on the trail are possible; however, further design would be needed. David Allen Parkway Trail is located approximately 1,200 feet east of the eastern terminus of the proposed alignment. Based on the current design, impacts on the trail are not anticipated. Pyramid Way Trail is an on-road designated bike lane along each shoulder of Pyramid Way. Fortunato Loop Trail is an on-road bike route located north and east of the eastern terminus of the proposed alignment. The Eagle Canyon at HV to Sha Neva segment buffer intersects with one potential Section 4(f) property, W. Calle De La Plata Trail. The trail is located approximately 1,200 feet east of the proposed alignment.

The [Lazy 5 to Lemmon Waypoint](#) segment buffer intersects with one Section 4(f) property, Lemmon Valley Trail. The western terminus of the proposed alignment is located adjacent to Lemmon Valley Trail, which parallels County Highway 165. Although further design would be needed to determine impacts on the property, a Section 4(f) "use" of the trail is possible.

The [Lazy 5 to Eagle Canyon](#) segment buffer intersects with one potential Section 4(f) property, Jesse Hall Elementary School. The school is located approximately ¼ mile east of the proposed alignment. Based on current design, impacts to the school would be avoidable and a use of the property would not be required.

Next Steps

During subsequent NEPA reviews of projects, existing and potential park and recreational facilities that could be impacted should be evaluated for Section 4(f) applicability and use. Permanent incorporation, temporary occupancy (potentially exempt for construction), and constructive use should be evaluated, and avoidance and measures to minimize harm should be considered. If it is determined that a project as proposed would use a Section 4(f) property and there are no feasible or prudent alternatives that avoid use of Section 4(f)



resources, there are three methods available to approve the use: 1) preparing a de minimis Impact Finding when there are no adverse effects on the activities, features, or attributes of the Section 4(f) resource; 2) applying a programmatic Section 4(f) evaluation for minor involvements with parks and recreational areas if the use meets specific criteria; and 3) through preparation of an individual Section 4(f) evaluation if the use would result in adverse effects on the activities, features, or attributes of the 4(f) resource. If the proposed improvements result in a use of a Section 4(f) property, one of these approval processes must be completed.

Visual Resources

Existing Conditions

The Study Area is surrounded by five valleys located within the hills north of Reno, Nevada: Spanish Springs, Sun Valley, Golden Valley, Lemmon Valley, and Lemmon Valley–Golden Valley. Study Area vegetation includes interspersed grasses, shrubs, scattered trees typical of semi-arid environments, and commercial and residential landscaping. Views from county roads within the Study Area consist of hillsides and, occasionally at higher elevations, scattered commercial and residential areas interspersed with undeveloped areas. Existing views into the Study Area from developments on the surrounding the hillsides reveal rolling topography sparsely covered by sagebrush and grasses. Surrounding development dominates and blocks views from the surrounding valleys looking toward the Study Area's center. The rolling topography and varied elevations result in varied views throughout the Study Area.

Potential Environmental Consequences

The various alignment alternatives include design elements that would result in a change from the existing visual environment. Depending on the location, this level of change would be minor (not attracting attention or deviating from the overall visual setting), moderate (noticeable, but subordinate to the setting), or strong (attracting attention and dominate in the setting). This impact analysis considers the potential predicted viewer response to visual changes resulting from proposed alignment alternatives. Viewers' activity can affect their sensitivity to the views of and from the proposed alignment alternatives. Individuals driving for pleasure or engaging in recreational activities, and residents have a higher sensitivity to visual changes. Residents' sensitivity to changes in visual quality is high because of the longer duration of their views and more frequent exposure to the Study Area's visual setting.

Like residents, recreationists are highly sensitive to the visual environment because the purpose of their activities is for pleasure. Visual sensitivity is lower for people driving to and from work who experience the visual environment as part of their work commute. Preliminary visualizations were prepared for four alignment alternatives and key views are described in the Appendix D.

Next Steps

If potential improvements from this PEL study are moved forward into the NEPA process, the following analyses are recommended for future projects:

- More detailed evaluation, characterization, and photo documentation of the existing visual environment including the potential impact of vehicles using a new roadway and the visual effects caused by the introduction of new roadway lighting and/or vehicle headlight use.



- In areas with sensitive land uses, consider the development of renderings to depict the anticipated visual changes as more detailed engineering design becomes available.
- Conduct a formal visual impact assessment in accordance with FHWA's Visual Impact Assessment for Highway Projects (1998) and Guidelines for the Visual Impact Assessment of Highway Projects (2015).
- Conduct visual assessment for lands owned and managed by the BLM following BLM guidance in BLM Manual 8431 – Visual Resource Contrast Rating.
- Develop additional mitigation measures and design guidelines.

Mitigation measures to address visual impacts could include the following:

- Integrate the project alternatives into the existing landscape with the use of color, texture, and other design features.
- Minimize the project footprint and cut and fill activities.
- Incorporate signage and architectural features that promote continuity within the Study Area.
- Review, develop, and apply visual guidelines in conjunction with local communities.



4.2 Conclusion and Recommendations

Table 4.1 summarizes the alignment evaluation criteria for each of the eight (8) alignments and a no build scenario. The small pie charts visualize the qualitative information to compare each parameter or criteria for evaluating each alignment. Exceptional performance receives a full ball, poor performance an empty one, with a range in between. The explanations that support each the performance rating is located in Table 4-2 on the following page. Appendix C provides the alignment analysis generated by Quantm refined through AutoCAD.

Table 4-1 Alignment Evaluation Criteria

No.	Alignment Name	Lemmon Dr Connection	Pyramid Way Connection	Hungry Valley Waypoint	Public Comment Rank	Fiscal Considerations	Potential Residential Units Impacted	Regional Connectivity	Community Connectivity	Emergency Access	Human Environmental Impacts	Natural Environmental Impacts
1	EAGLE CANYON to LEMMON	Lemmon	Eagle Canyon	No	3	●	13	◐	◑	◑	◐	◐
2	EAGLE CANYON to LEMMON VIA HV	Lemmon	Eagle Canyon	Yes	7	●	14	◐	●	●	◐	◐
3	EAGLE CANYON to DEODAR	Deodar Way	Eagle Canyon	No	2	◑	0	◐	◑	◑	◐	◑
4	EAGLE CANYON to DEODAR VIA HV	Deodar Way	Eagle Canyon	Yes	5	◑	11	◐	●	●	◐	◐
5	LAZY 5 to LEMMON	Lemmon	Lazy 5	No	4	○	10	◑	◐	◐	◑	◑
6	LAZY 5 to DEODAR	Deodar Way	Lazy 5	No	1	◐	0	◑	◐	◐	◐	◑
7	LAZY 5 to Lemmon VIA HV	Lemmon	Lazy 5	Yes	6	○	5	◑	◑	◑	◑	◑
8	SHA NEVA to LEMMON VIA HV	Lemmon	Sha Neva	Yes	-	◑	32	◐	◑	◑	◐	◑
9	NO BUILD					●		○	○	○	●	●



Table 4-2: Matrix of Alternatives Legend

Symbology	Regional Connectivity	Community Connectivity	Traffic Impacts	Emergency Access	Human Environmental Impacts	Natural Environmental Impacts
<p>● 100%</p> <p>◐ 75%</p> <p>◑ 50%</p> <p>◒ 25%</p> <p>○ 0%</p>	<p>This was assigned symbology based on relative impact of improved connectivity to:</p> <ul style="list-style-type: none"> - travel time/distance for users outside of Lemmon Valley, Hungry Valley, and Eagle Canyon compared to alternative routes including Highland Ranch Road, McCarran, and I-80. <p>Example:</p> <ul style="list-style-type: none"> ◐ = Equivalent secondary route between US 395/ Lemmon and Pyramid/ Eagle Canyon. More direct access to commercial destinations south on Pyramid Way. ◑ = Secondary route between US 395/ Lemmon and Pyramid/ Eagle Canyon but longer travel distance than alternative routes. ○ = No change to existing conditions. 	<p>This was assigned symbology based on relative impact of improved connectivity to:</p> <ul style="list-style-type: none"> - the community surrounding and accessing Eagle Canyon Drive - the community of Lemmon Valley - the community of Hungry Valley 	<p>This was assigned symbology based on relative impact of:</p> <ul style="list-style-type: none"> - Potential noise impacts to residences/parks - Potential proximity to minority neighborhoods - Proximity to parks and open space 	<p>This was assigned symbology based on contribution to improved:</p> <ul style="list-style-type: none"> - Emergency access to Hungry Valley - Emergency access to Eagle Canyon area - Emergency access to Lemmon Valley <p>Example:</p> <ul style="list-style-type: none"> ● = New secondary emergency access route to Hungry Valley, Eagle Canyon, and Lemmon Valley. ◐ = No improvement to emergency access for Hungry Valley, indirect secondary access to Eagle Canyon, new direct secondary emergency access to Lemmon Valley. ○ = No change to existing conditions. 	<p>This was assigned symbology based on relative impact of:</p> <ul style="list-style-type: none"> - Potential noise impacts to residences/parks - Potential proximity to minority neighborhoods - Proximity to parks and open spaces <p>Example:</p> <ul style="list-style-type: none"> ◐ = Potential noise impacts to residential uses south of Delores Drive (eastern terminus), avoids parks, potential minority neighborhoods at east/west termini (-) ◑ = Potential noise impacts to homes near middle school and residential south of Delores Drive; bisects Sun Valley Regional Park and trails onsite; potential for minority neighborhoods at east/west termini; approaches Sun Valley residences which may be minority/low-income. ○ = No change to existing conditions. 	<p>This was assigned symbology based on relative impact of:</p> <ul style="list-style-type: none"> - Proximity to critical habitat - Stream/potential wetland crossings - Encroachment on 100-year floodplain <p>Example:</p> <ul style="list-style-type: none"> ◐ = Avoids critical habitat, multiple streams, and potential wetlands crossings. ◑ = Runs adjacent to critical habitat, multiple streams, potential wetland crossings; runs through 100-year floodplain. ○ = No change to existing conditions.



The process to take the approximate eight (8) alignments down to three took place during a meeting with the project team and RTC staff. In an effort to eliminate some of the duplication within those eight (8) alignments, the project team refined the alignments to a total of three, with alternatives. The process wasn't a reduction in the number as much as a reclassification and grouping of the initial eight (8) corridors. A summary of the refinement process includes:

- Alignments involving the same two origin and destination connections that included RSIC lands or avoided the RSIC lands were considered duplicates
- Alignments were combined into northern corridors: Eagle Canyon or Sha Neva to/from Lemmon Drive; and a southern corridor Lazy 5 to/from Deodar Way
- A route through Hungry Valley for the southern corridor wasn't considered practical or meeting the project goals.

Through the process outlined in this section, three final corridors, the third of which containing two separate Lemmon Valley connection options, were identified as best meeting the project goals while still avoiding sensitive environmental and cultural areas. These corridors and connections are presented in Table 4-3 and Figure 4-3.

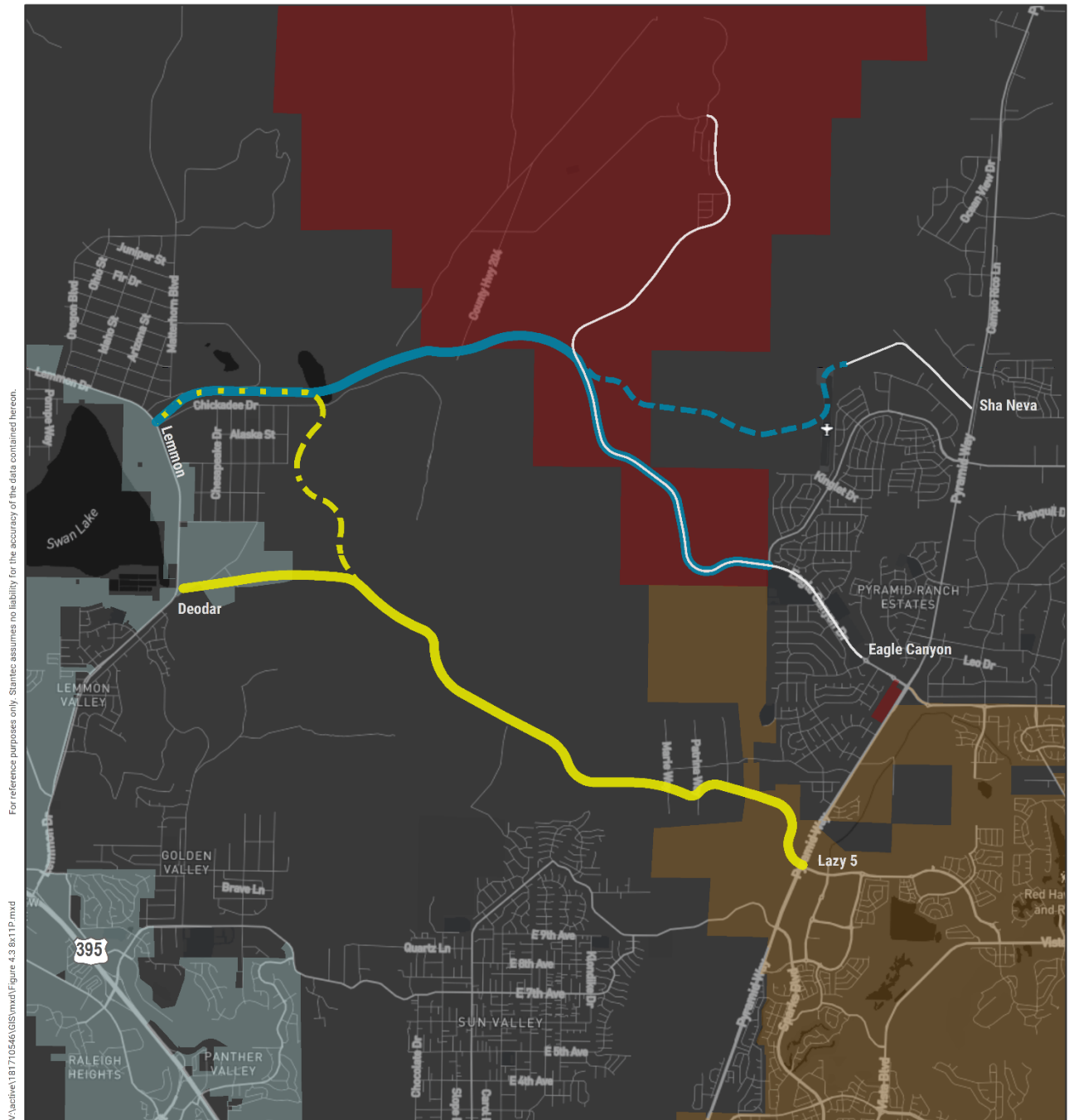
1. Eagle Canyon and Lemmon Corridor
2. Sha Neva and Lemmon Corridor
3. Lazy 5 Corridor

To advance the project, additional environmental analysis under the National Environmental Policy Act would be conducted on the three alternatives identified in this recommendation.

Table 4-3: Final Potential Corridors



No.	Connection	Corridor	Spanish Springs Connection	Lemmon Valley Connection
1	Lemmon Connection 1	Eagle Canyon–Lemmon Dr	Eagle Canyon at West Calle de la Plata	Near Chickadee Drive
2	Lemmon Connection 2	Sha Neva–Lemmon Dr	Sha Neva Road	Near Chickadee Drive
3A	Lazy 5 Connection – Alternative 1	Lazy 5–Deodar Way	Lazy 5 Parkway	Deodar Way at Lemmon Drive
3B	Lazy 5 Connection – Alternative 2	Lazy 5–Lemmon Dr	Lazy 5 Parkway	Near Chickadee Drive





For reference purposes only. Stantec assumes no liability for the accuracy of the data contained hereon.

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<p>Legend</p> <ul style="list-style-type: none"> RSIC Tribal Land Sparks City Limits Reno City Limits <p>Corridors with Alternatives</p> <ul style="list-style-type: none"> Existing Roadways Eagle Canyon to Lemmon Dr Sha Neva to Lemmon Lazy 5 to Deodar Way Lazy 5 to Lemmon Alternative 	 <p>1 inch = 6,000 feet</p>  <p>Stantec Design with community in mind</p>	<p>REGIONAL TRANSPORTATION COMMISSION LEMMON VALLEY - SPANISH SPRINGS CONNECTOR STUDY</p>
<p>PROJECTION: STATE PLANE NEVADA WEST ZONE, NAD 83, US SURVEY FOOT</p> <p>Source: RTC's 2050 Regional Transportation Plan; Stantec Consulting Services Inc.</p>		<p>Figure 4.3 Recommended Corridors with Alternatives</p>
<p>DATE: 6/13/21</p>	<p>DRAWN BY: CJA</p>	<p>PROJECT NO.: 181710546</p>



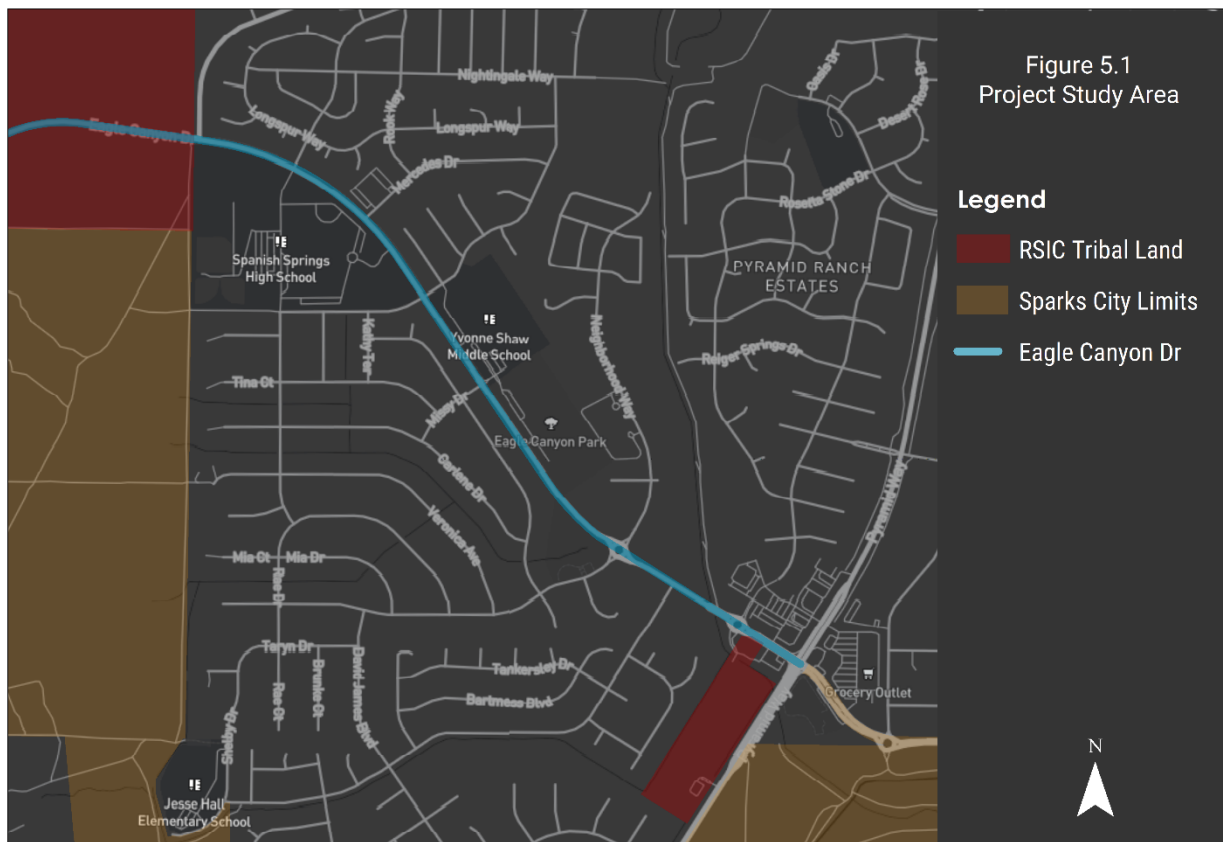
5.0 Eagle Canyon Drive Safety Improvements

5.1 Project Study Area

Apart from the alternate alignment analysis to connect Lemmon Valley and Spanish Springs, the roadway segment of Eagle Canyon Drive from Pyramid Way to West Calle De La Plata, including the intersections along this section, were investigated for potential safety improvements. Below is a list of the study intersections:

- Eagle Canyon Drive/Pyramid Way
- Eagle Canyon Drive/Richard Springs Boulevard
- Eagle Canyon Drive/Ember Drive & Neighborhood Way
- Eagle Canyon Drive/Missy Drive
- Eagle Canyon Drive/Alena Way
- Eagle Canyon Drive/Mercedes Drive
- Eagle Canyon Drive/Goldeneye Parkway
- Eagle Canyon Drive/West Calle De La Plata Drive

The location of this roadway segment and corresponding intersections is shown in Figure 5.1.



The project site is generally serviced by the following transportation facilities:

5.2 Roadways

A brief description of the major roadways within this traffic study is provided below.

Eagle Canyon Drive – Existing Eagle Canyon Drive is a northwest to southeast two to four-lane undivided arterial (with portions of striped two-way left turn lane). Eagle Canyon Drive is posted for a 35 MPH speed limit. The 2050 Regional Transportation Plan classifies Eagle Canyon Drive as a Medium Access Control Arterial.

Pyramid Way – Existing Pyramid Way in the vicinity of Eagle Canyon Drive between Queen Way and Calle de la Plata Drive is a north to south four-lane divided arterial. Pyramid Way transitions to an undivided two-lane road north of the study area near Calle de la Plata. Pyramid Way is posted for a 55 MPH speed limit. The 2050 Regional Transportation Plan classifies Pyramid Way as a High Access Control Arterial.

5.3 Intersections

La Posada and Eagle Canyon/Pyramid – The intersection of Pyramid Way and Eagle Canyon Drive/La Posada Drive is a signalized four-leg intersection. The northbound approach (Pyramid Way) consists of two through lanes, two exclusive left turn lanes, and an exclusive yield condition right turn slip lane with raised porkchop island. The southbound approach (Pyramid Way) consists of two through lanes, two exclusive left turn lanes, and a yield condition right turn slip lane with raised porkchop island. The westbound approach (La Posada Drive) consists of two through lanes with the right lane being a shared through-right turn lane and two exclusive left turn lanes. The eastbound approach (Eagle Canyon) consists of one through lane, two exclusive left turn lanes, and an exclusive right turn slip lane (free right) with raised porkchop island. All four approaches utilize “protected only” left turn phases. Pedestrian crosswalks with crosswalk markings exist across all four segments.

Eagle Canyon/Richard Springs – The intersection of Richard Springs Boulevard and Eagle Canyon Drive is a three-leg, minor-road only stop controlled intersection. The northbound approach (Richard Springs Boulevard) consists of one shared left-right turn lane. The westbound approach (Eagle Canyon Drive) consists of two through lanes and one exclusive left turn lane. The eastbound approach (Eagle Canyon Drive) consists of two through lanes with the right lane being a shared through-right turn lane. Richard Springs Boulevard is stop-controlled. Pedestrian crosswalks with crosswalk markings exist across the Richard Springs northbound approach and the Eagle Canyon Drive eastbound approach.

Eagle Canyon/Ember & Neighborhood – The intersection of Ember Drive/Neighborhood Way and Eagle Canyon Drive is a four-leg roundabout intersection. The westbound approach (Eagle Canyon Drive) consists of one through lane and one exclusive right turn lane. The eastbound approach (Eagle Canyon Drive) consists of one shared through-right turn lane. The northbound approach (Ember Drive) consists of one shared through-right turn lane. The southbound approach (Neighborhood Way) consists of one through lane and one exclusive right turn lane. All approaches are yield controlled and include raised pork chop islands. Pedestrian crosswalks with crosswalk markings exist across all approaches.



Eagle Canyon/Missy – The intersection of Missy Drive and Eagle Canyon Drive is a four-leg, two-way stop-controlled intersection. The westbound approach (Eagle Canyon Drive) consists of one through lane, one exclusive left turn lane, one exclusive right turn lane, and a striped bike through lane. The eastbound approach (Eagle Canyon Drive) consists of one exclusive left-turn lane and one shared through-right turn lane. The northbound approach (Missy Drive) consists of one shared through-left-right turn lane. The southbound approach (Shaw MS) consists of one exclusive right turn only lane with raised pork chop island. The Missy Drive northbound and Shaw MS southbound approaches are stop controlled. Pedestrian crosswalks with markings exist across the Missy Drive northbound approach, the Shaw MS southbound approach, and the Eagle Canyon Drive eastbound approach.

Eagle Canyon/Alena – The intersection of Alena Way and Eagle Canyon Drive is a two-way stop controlled four-leg intersection. The westbound approach (Eagle Canyon Drive) consists of one shared through-right turn lane and an exclusive left turn lane. The eastbound approach (Eagle Canyon Drive) consists of one shared through-right turn lane and an exclusive left turn lane. The northbound approach (Alena Way) consists of a through-right shared lane and an exclusive left turn lane. The southbound approach (Alena Way) consists of a through-right shared lane and an exclusive left turn lane. Pedestrian crosswalks with crosswalk markings exist across the Eagle Canyon Drive eastbound approach, Alena Way northbound approach and the Alena Way southbound approach.

Eagle Canyon/Mercedes – The intersection of Mercedes Drive and Eagle Canyon Drive is a three-leg, minor road stop-controlled intersection. The westbound approach (Eagle Canyon Drive) consists of one through-right lane and a two-way left turn lane (effectively a striped median), shared with opposing traffic. The eastbound approach (Eagle Canyon Drive) consists of one exclusive left turn lane and one through lane. The southbound approach (Mercedes Drive) consists of one shared left-right turn lane. A pedestrian crosswalk with crosswalk markings exists across the Eagle Canyon Drive westbound approach.

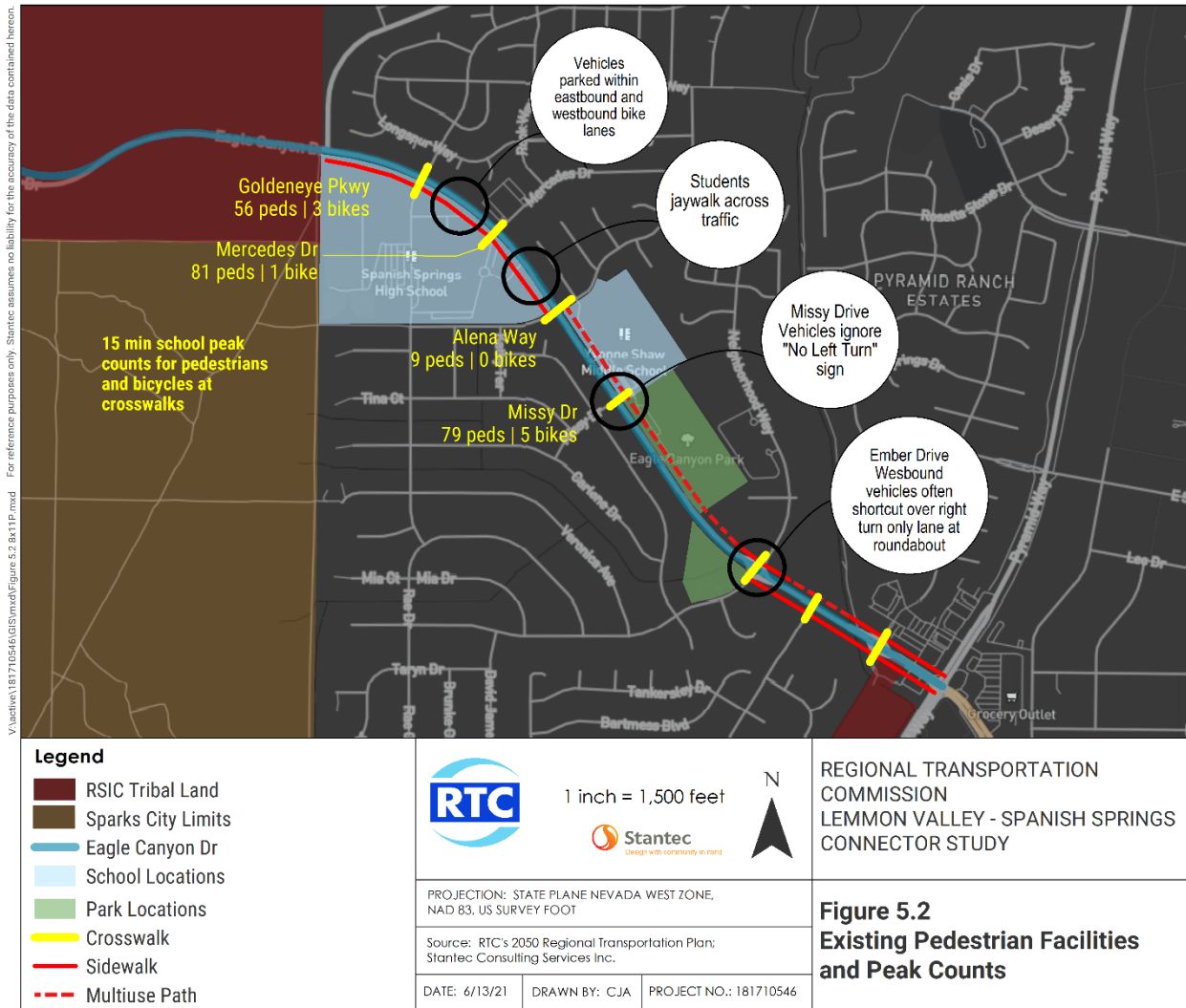
Eagle Canyon/Goldeneye – The intersection of Goldeneye Parkway and Eagle Canyon Drive is a four-leg, two-way stop-controlled intersection. The westbound approach (Eagle Canyon Drive) consists of one exclusive left turn lane and one through-right lane. The eastbound approach (Eagle Canyon Drive) consists of one exclusive left turn lane and one through-right lane. The northbound approach (two-lane road leading to Spanish Springs High School) consists of one shared through-left-right turn lane. The southbound approach (Goldeneye Parkway) consists of one shared through-left-right turn lane. Pedestrian crosswalks with crosswalk markings exist across both the westbound and eastbound approaches along Eagle Canyon Drive and the northbound approach coming from the high school.

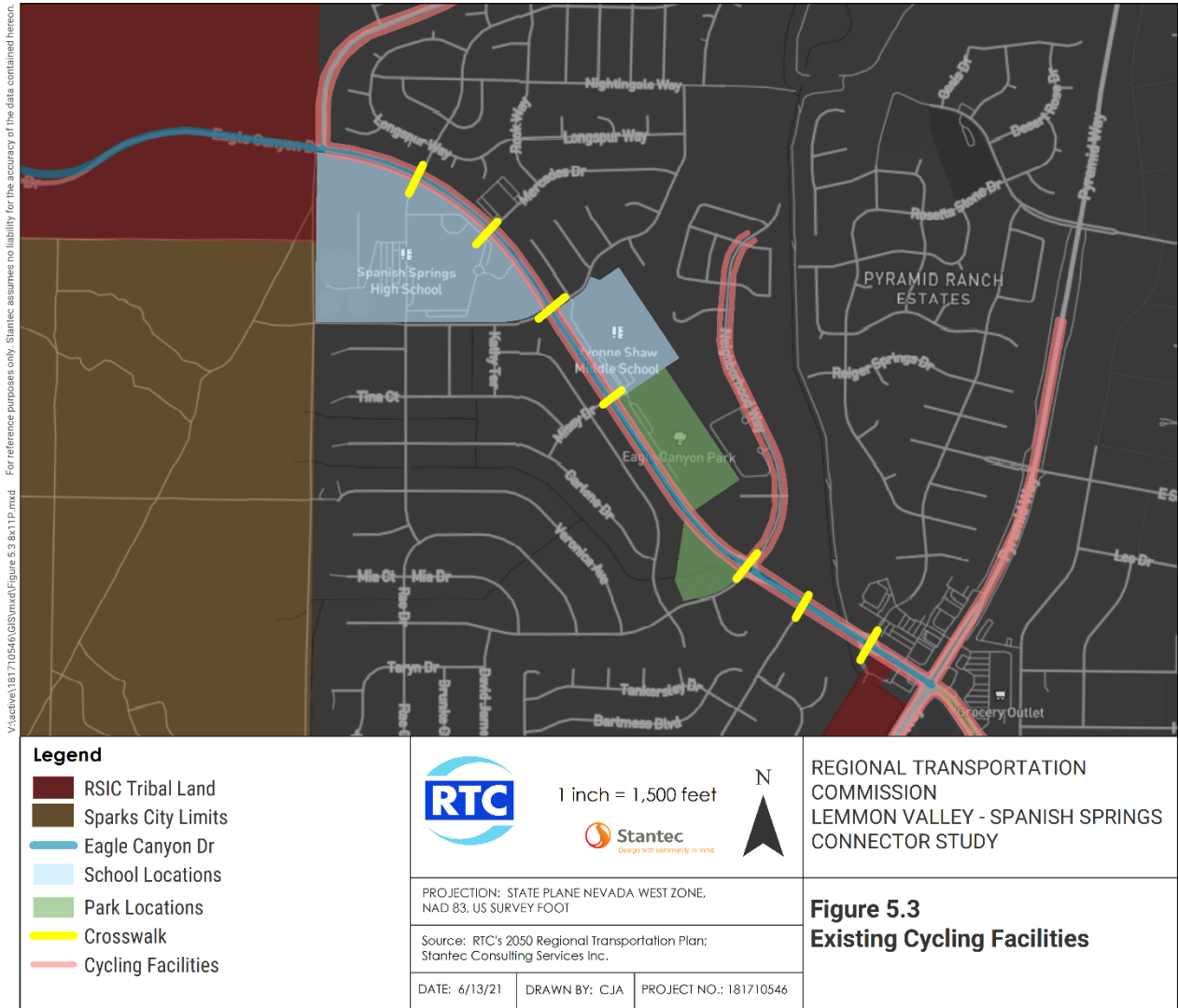
Eagle Canyon/West Calle De La Plata – The intersection of West Calle De La Plata and Eagle Canyon Drive is a three-leg, minor-road only stop-controlled intersection. The eastbound approach (Eagle Canyon Drive) consists of one through-right turn lane. The westbound approach (Eagle Canyon Drive) consists of one through-left turn lane. The southbound approach (West Calle De La Plata) consists of one left-right turn lane. A pedestrian crosswalk with crosswalk markings exists across the southbound approach along West Calle De La Plata.



5.4 Pedestrian and Cycling Facilities

Pedestrian and cycle travel infrastructure are important aspects of the transportation system. Figures 5.2 and 5.3 illustrate the existing pedestrian facilities and bicycle facilities, respectively, within the project study area. Observations of existing conditions, including travel behaviors, are also noted within the figures.





5.5 Microtransit - FlexRIDE

This section details the existing public transportation facilities that serve the study area. FlexRIDE is a “microtransit” service that allows passengers to request rides at their closest curbside location and get dropped off at another curbside spot within their microtransit area.



The initial RTC FlexRIDE pilot in Sparks started in November 2019 and tripled the ridership of the fixed route it replaced within just a few months. Following this success, other RTC FlexRIDE zones were established in the North Valleys, Somerset/Verdi, and the Sparks zone was expanded to include Spanish Springs. During November and December of 2019, RTC FlexRIDE served an average of 4.7 passengers per revenue service hour.

Figure 5.4 and 5.5 illustrates the existing microtransit service areas for North Valleys and Sparks/Spanish Springs.



Source: RTC



Hours of Operation: North Valleys

- Weekday – 5:30 AM to 11:00 PM
- Saturday & Sunday – 6:20 AM to 9:00 PM



Figure 5.4: FlexRIDE Service Area - North Valleys



Hours of Operation: Sparks/Spanish Springs

- Weekday – 5:30 AM to 11:00 PM
- Saturday & Sunday – 6:00 AM to 10:30 PM

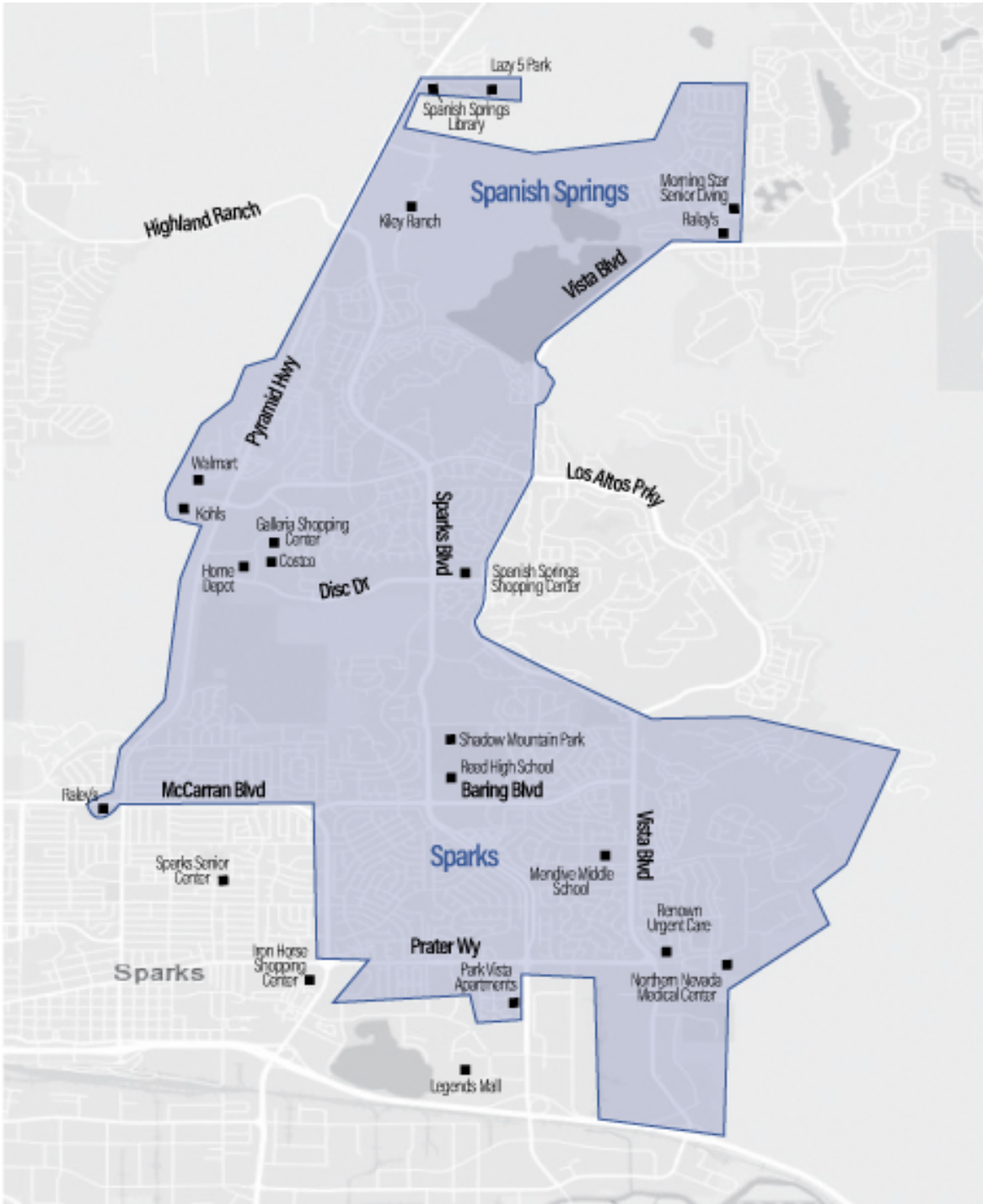


Figure 5.5: FlexRIDE Service Area - Sparks/Spanish Springs



5.6 Schools and Recreational Facilities

This section details the existing education facilities located within the project study area.

The roadway segment of Eagle Canyon Drive from Pyramid Way to West Calle De La Plata includes two schools, Shaw Middle School and Spanish Springs High School. Figure 5.6 shows the locations of these two facilities. The roadway is also adjacent to two parks: Eagle Canyon Park and Desert Winds Park (access on Ember Drive).



5.6.1 Drone Footage

During the design process, the consulting team utilized an aerial drone to record approximately 30 minutes of video at multiple locations to help identify the modal patterns and safety issues associated with the egress at Spanish Springs High School and Shaw Middle School at the end of the school day. The drone helped to identify typical bike, pedestrian, and vehicle routes, volumes, and queues. Drone footage was conducted at the following locations:

- Ember Drive/Neighborhood Way and Eagle Canyon roundabout
- Shaw Middle School crosswalks and vehicle exits at Missy Drive and Alena Way
- Shaw Middle School park exit
- Spanish Springs High School crosswalk and vehicle exit at Mercedes Drive
- Spanish Springs High School Goldeneye Parkway crosswalk
- Calle De La Plata/Eagle Canyon Drive intersection

Field observed findings from the drone footage at each of the schools are outlined below:

5.6.1.1 Ember Drive/Neighborhood Way & Eagle Canyon Roundabout

Based on the drone footage views, it was very common for cars traveling westbound to be in the right-turn only lane and abruptly change lanes to the through lane. It appeared that drivers were unaware the lane they were initially traveling in was a right-turn only lane. Therefore, the drivers would swerve into the through lane at the last-minute and possibly cut-off additional cars already traveling in the through lanes.





Figure 5.7: Drone Footage - Ember Dr./Neighborhood Way & Eagle Canyon Roundabout

5.6.1.2 Shaw Middle School – Park Exit

During the end of school day, this exit is extremely popular due to it being the only way to head eastbound from Shaw Middle School. It is common for vehicles to be backed-up for up to 10 minutes at times, as shown in the image from the drone footage, below. The number of vehicles congested, during the time of the drone footage (December 12, 2019 from 2:06 PM to 2:22 PM), ranged from 4 to up to 13 vehicles.





Figure 5.8: Drone Footage – Car Back-up at Shaw Middle School

5.6.1.3 Shaw Middle School – Missy Drive Crosswalk

At the end of school day, a supervisor arrived to assist students in crossing the busy crosswalk. Many students/pedestrians chose to cut through landscape adjacent to the Eagle Canyon Drive roadway, as opposed to following the designated pathway to the crosswalk. At this intersection, an eastbound left-turn is not permitted for traveling vehicles; however, one driver was observed to turn left regardless. Additionally, the existing crosswalk lacks any pedestrian lighting or pedestrian push buttons to assist in crossing, which contributes to unsafe crossing conditions.

5.6.1.4 Shaw Middle School – Alena Way Crosswalk

A second crosswalk exists for students and pedestrians to cross Eagle Canyon Drive from Shaw Middle School. Based on field observations, pedestrian volumes at this crosswalk are substantially lower than Missy Drive crosswalk. Like the Missy Drive Crosswalk, the Alena Way Crosswalk does not contain any pedestrian push buttons for ease of crossing, nor are there any signage to warn vehicles of potential crossing pedestrians. Additionally, neither ramp at each end of the crosswalk is currently ADA compliant. Overall, safety is lacking for pedestrians crossing Eagle Canyon Drive at Alena Way due to the lack of warning measures.





Figure 5.9: Drone Footage – Missy Drive & Eagle Canyon Drive Crosswalk



Figure 5.10: Drone Footage – Alena Way & Eagle Canyon Drive Crosswalk



5.6.1.5 Spanish Springs High School – Mercedes Drive Crosswalk

The crosswalk across Eagle Canyon Drive at Mercedes Drive was inspected through the drone footage. Counts for pedestrians and bikes were taken for those using the crosswalk and walking along the sides of Eagle Canyon Drive. Additional counts were taken of pedestrians using the landscaped areas to get from the school to crosswalk and/or roadway. Although the video footage determined that most of the pedestrians and cyclists used the sidewalk along the south side of Eagle Canyon Drive, there were several individuals walking off the sidewalk. Their paths led them either through existing landscaping or within the bike lane along the north side Eagle Canyon Drive. There are currently no paths along the north side of Eagle Canyon Drive; therefore, the implementation of a shared use path (further discussed at the end of the section) would be greatly beneficial within this area.



Figure 5.11: Spanish Springs High School – Mercedes Drive Crosswalk Drone Footage

5.6.1.6 Spanish Springs High School – Goldeneye Parkway Crosswalks

At the Goldeneye Parkway crosswalks, it appeared common for cars to park along the northbound and southbound shoulders/bike lanes on Eagle Canyon Drive while waiting for students. Additionally, students commonly crossed through landscaped hills from the high school to get to the cars parked along Eagle Canyon Drive, as opposed to using the existing pathway. Due to the large amount of vehicles parking along the roadway, the implementation of a shared use path (a safety improvement described more in depth later in this section) would be beneficial for the safety of pedestrians and cyclists heading along Eagle Canyon Drive on the northern side of the road.





Figure 5.12: Goldeneye Parkway Crosswalks Drone Footage

5.7 Crash History

This section details crash history on Eagle Canyon Drive and intersections along the project study area.

Crash data obtained from the Nevada Department of Transportation (NDOT) for the previous seven years (July 1, 2013 to January 1, 2020) was used to help identify high-crash locations and possible trends. Table 5.1 shows a summary of the data at each intersection from the past five years. Figure 5.13 shows the relative distribution of crashes at their corresponding intersection locations.

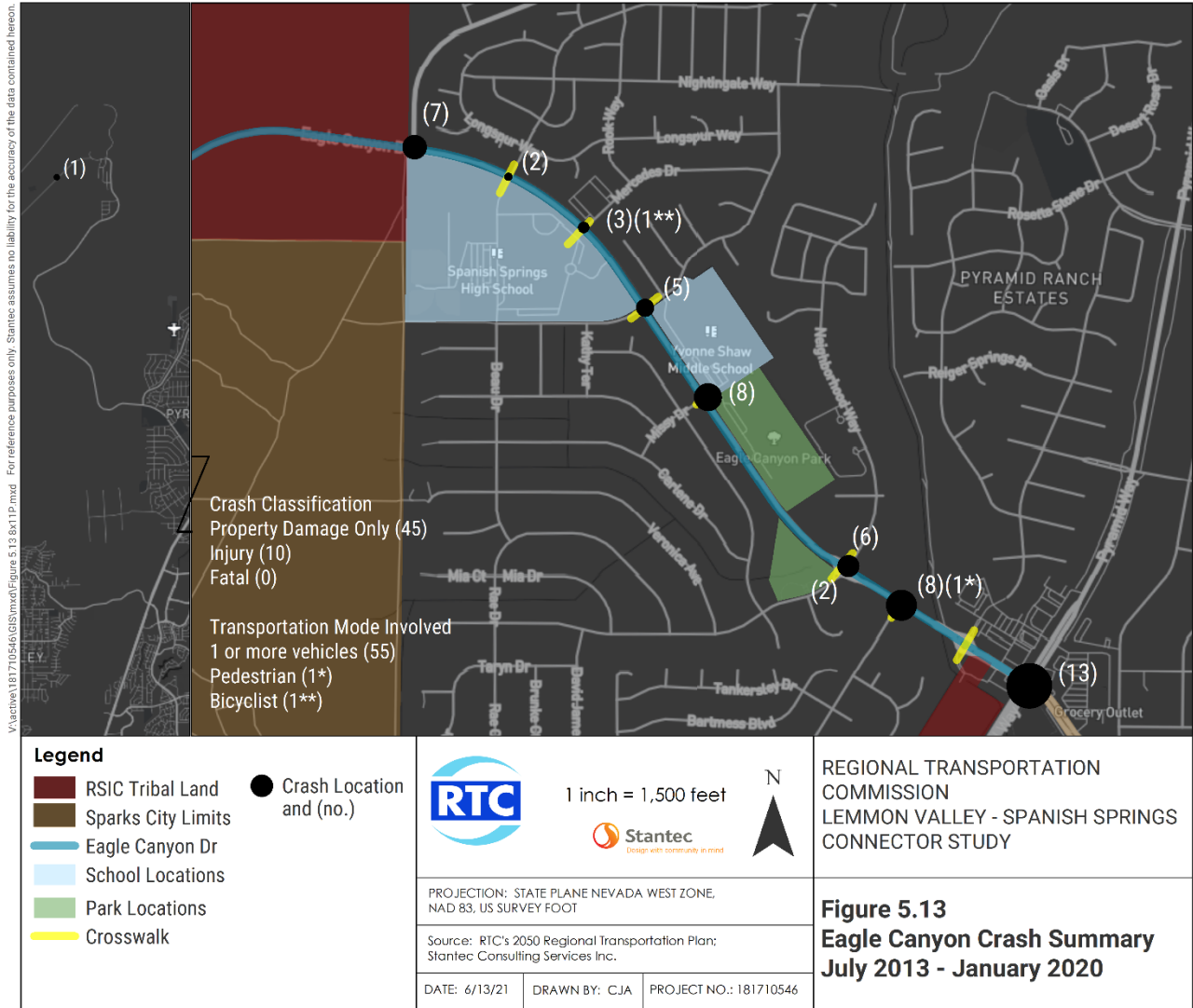
Table 5.1: Crash Summary on Eagle Canyon Drive from July 2013 to January 2020

Location	Travel Mode			Crash Severity		
	Vehicle ¹	Bicycle	Pedestrian	Fatality	Injury	PDO ²
Alena Way	5				2	3
Calle De La Plata	7				2	6
Ember Drive	2				1	1
Goldeneye Parkway	2				1	1
Hungry Valley Road	1				1	
Mercedes Drive	3	1			1	2
Missy Drive	8					8
Neighborhood Way	6					6
Richard Springs Blvd	8		1		2	5
SR445	13					13
TOTAL	55	1	1	0	10	45

1. At least one vehicle (potentially more) involved in the crash

2. PDO: Property Damage Only

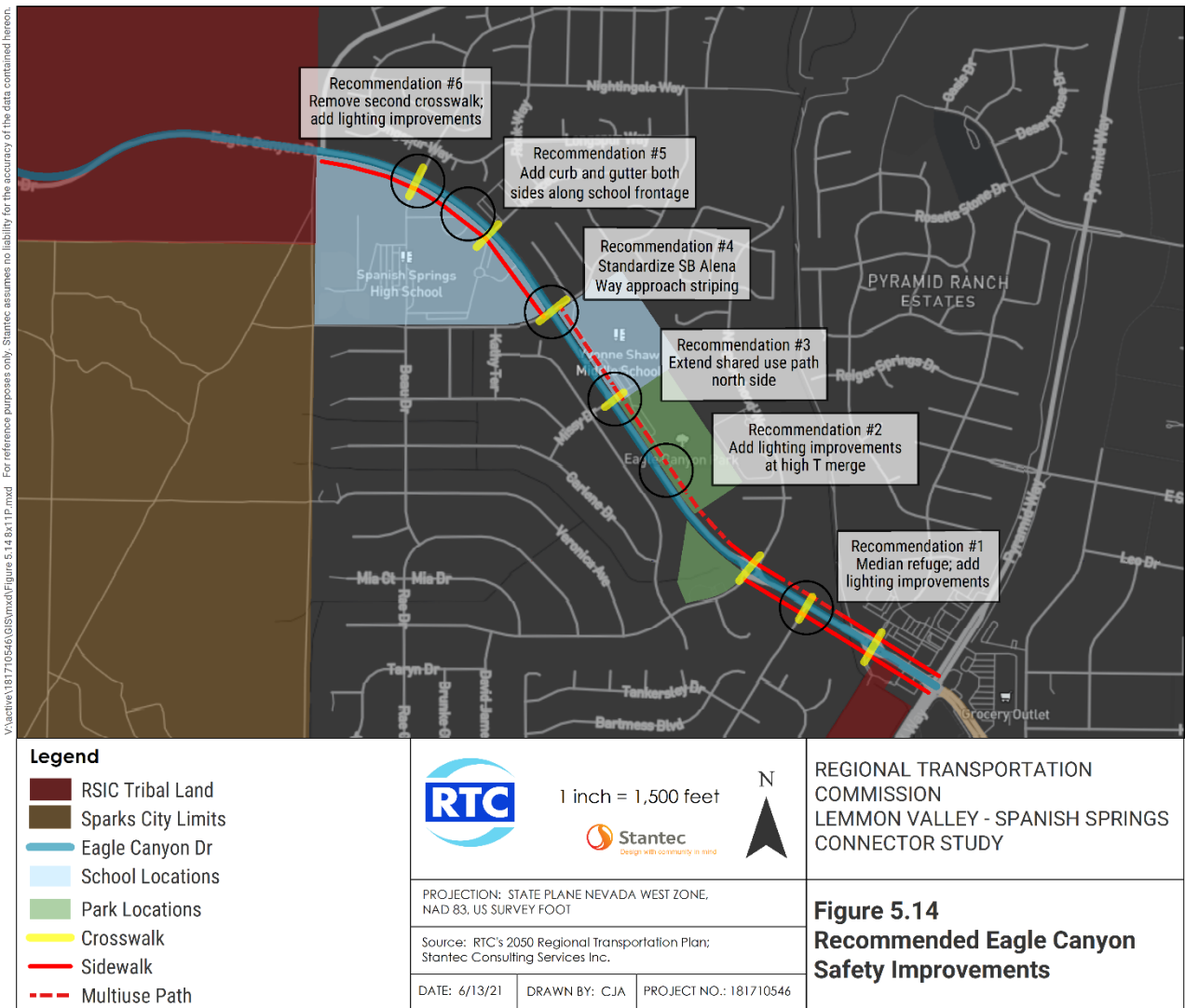




5.8 Safety Improvements

Based upon the field observations and traffic analysis, a list of proposed safety improvements along Eagle Canyon Drive are illustrated in Figure 5.14 below and include the following:

1. Add a median refuge island and lighting improvements at the intersection of Richard Springs Boulevard and Eagle Canyon Drive.
2. Improve the lighting at High-T merge located at Eagle Canyon Park exit to Eagle Canyon Drive.
3. Extend the Standard Use Path (SUP) along the north side of Eagle Canyon Drive.
4. Standardize the southbound Alena Way approach striping.
5. Add curb and gutter along both sides of roadway at Spanish Springs High School and Shaw Middle School.
6. Remove one of the crosswalks across Goldeneye Parkway. Improve lighting of crosswalk.
7. ADA upgrades throughout.



5.8.1 Median Island Refuge Improvements

Median island refuges are a pedestrian and bicycle safety measure at street crossings. The medians are configured to protect the crosswalk and those using it on either side from vehicles. The existing intersection of Richard Springs Blvd and Eagle Canyon Drive includes a crosswalk across the west side of the intersection crossing Eagle Canyon Drive. This crosswalk crosses four lanes of traffic and a two-way left turn lane. Due to the size of the road section at this intersection, it is recommended to include a median refuge at this crossing. In addition, the lack of lighting reduces the visibility of drivers during the early and late hours of the day. Implementing lighting improvements will increase the safety of potential pedestrians and cyclists using the crossing.

5.8.2 High-T Merge Improvements

The existing High-T merge located at the Eagle Canyon Park exit onto Eagle Canyon Drive was field-observed to lack lighting. Due to the lack of visibility during the early and late hours, and since this exit is a high-trafficked exit onto Eagle Canyon Drive during peak hours and at the beginning and end of school days, lighting improvements are recommended. Adding lighting to enhance the visibility of drivers is not only helpful for vehicles but is safer for pedestrians crossing the park exit.

5.8.3 Shared Use Path Improvements

The north side of Eagle Canyon Drive from Richard Springs Boulevard to Alena Way contains an existing asphalt concrete pathway, see images (Figure 5.15) below. A shared use path (SUP) requires a minimum of 8-ft width pathway. The existing path meets this qualification for a SUP. Improvements of the existing SUP involve updating the existing asphalt path to comply with ADA and installing striping and signage for pedestrians and cyclists. In addition to improving the existing asphalt pathway, it is recommended to extend the SUP on the north side of Eagle Canyon Drive from Alena Way to West Calle De La Plata. This extension will continue the pathway to the edge of Spanish Springs High School.



Figure 5.15: Existing Shared Use Path North side of Eagle Canyon Drive



5.8.4 Alena Way Approach Striping Improvements

At the intersection of Alena Way and Eagle Canyon Drive, the Alena Way southbound approach striping includes a boarder-outlined crosswalk for pedestrians with a stop bar past the crosswalk. This layout, shown in Figure 5.16 at right, is unsafe due to the potential for vehicles to block the crosswalk, forcing pedestrians to walk outside the walkway and reducing visibility for drivers turning into Alena Way. To improve the safety at this intersection, the design team proposes standardizing the southbound approach striping. A layout potential striping updates is shown in Figure 5.17.



Figure 5.16: Alena Way Southbound Approach Crosswalk Striping

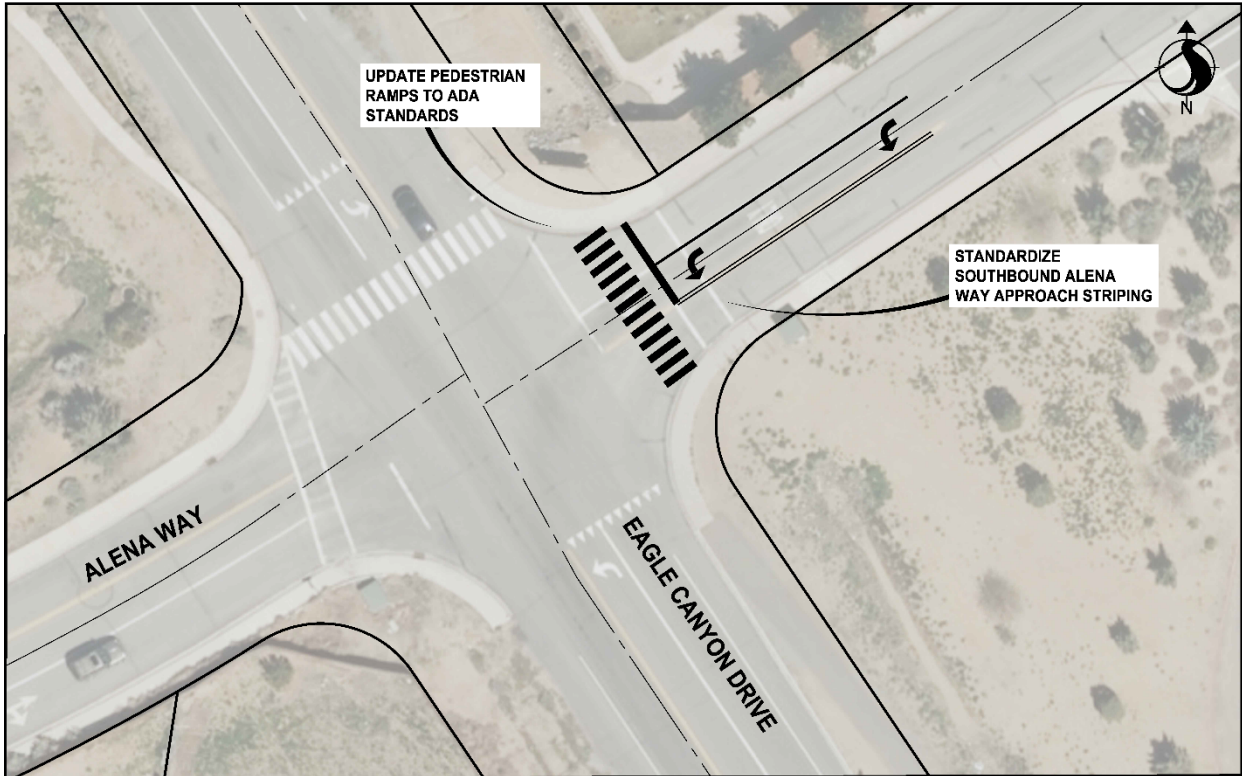


Figure 5.17: Alena Way Potential Striping Layout



5.8.5 Curb and Gutter Improvements

The existing section of Eagle Canyon Drive at Shaw Middle School and Spanish Springs High School lack curb and gutter separating the roadway and dirt path, see Figure 5.18. The design team proposes the construction of curb and gutter for safety and efficiency. The primary benefit for implementing curb and gutter is to provide a physical barrier, preventing illegal parking blocking the bike lanes, an occurrence that was observed through the drone footage. Additional benefits to implementing curb and gutter along these sections of roadway include:

1. Improved integrity for the edges of traffic, reducing the potential for raveling of the asphalt pavement
2. Improved drainage along the gutter pathway, preventing water from entering the pavement area
3. Improved visibility for drivers at night due to the reflective surfaces of the concrete curb against the pavement edges.
4. Improved visibility for drivers at night due to the reflective surfaces of the concrete curb against the pavement edges.



Figure 5.18: Eagle Canyon Drive Pavement Shoulder along Shaw Middle School

5.8.6 Goldeneye Parkway Crosswalk Improvements

The existing intersection of Goldeneye Parkway and Eagle Canyon Drive contains two crosswalks across Eagle Canyon Drive on the east and west sides of the intersection (Figure 5.19 and Figure 5.20). Both crosswalks lack signage or lighting to indicate potential crossing pedestrians. To improve safety at this crossing, the team proposes reducing the number of crosswalks to one main crosswalk across Eagle Canyon Drive at Goldeneye Parkway. Additionally, adding lighting at the ends of each crosswalk, installing pedestrian crosswalk signage, and updating the ramps to meet ADA requirements.





Figure 5.19: Goldeneye Crosswalk No. 1



Figure 5.20: Goldeneye Crosswalk No. 2

5.8.7 ADA Upgrades

Along the existing Eagle Canyon Drive from Ember Drive/Neighborhood Way to West Calle De La Plata contains various areas of sidewalk, shared use pathways (SUP), and dirt paths. The majority of ramps along the north and east side of Eagle Canyon Drive were field observed to not meet ADA requirements. Figure 5.21 and Figure 5.22 illustrate the existing conditions at a few ramps. For safety and standardization, it is recommended to improve upon each of the ramps along this stretch of roadway. Use of sidewalk and pathways would greatly increase in safety and efficiency with such improvements.



Figure 5.21: Non ADA Compliant Ramp @ Calle de la Plata



Figure 5.22: Non ADA Compliant Ramp @ Shaw Middle School



5.8.8 Cost Estimate

The above-described safety improvements and estimate of costs are shown in Table 5.2 below.

Table 5.2: Cost Estimate of Safety Improvements

Item	Unit	Total Cost
Median Refuge at Richard Springs Blvd	LS	\$ 43,000
Lighting Improvement at High-T merge	LS	\$ 44,000
Extend SUP	LS	\$ 498,000
Standardize SB Alena striping	LS	\$ 27,000
Curb and Gutter	LS	\$ 579,000
Remove Crosswalk at Goldeneye, improve lighting, add signage	LS	\$ 43,000
ADA upgrades throughout	LS	\$ 327,000
Total Cost of Project Improvements	LS	\$ 1,561,000

5.9 Existing Eagle Canyon Widening

In addition to the proposed improvements outlined above, the project team also investigated the impacts and potential benefits of widening the existing Eagle Canyon Drive roadway between Ember Drive and West Calle de la Plata. Figure 5.23 below illustrates the proposed typical cross section of this widened roadway.

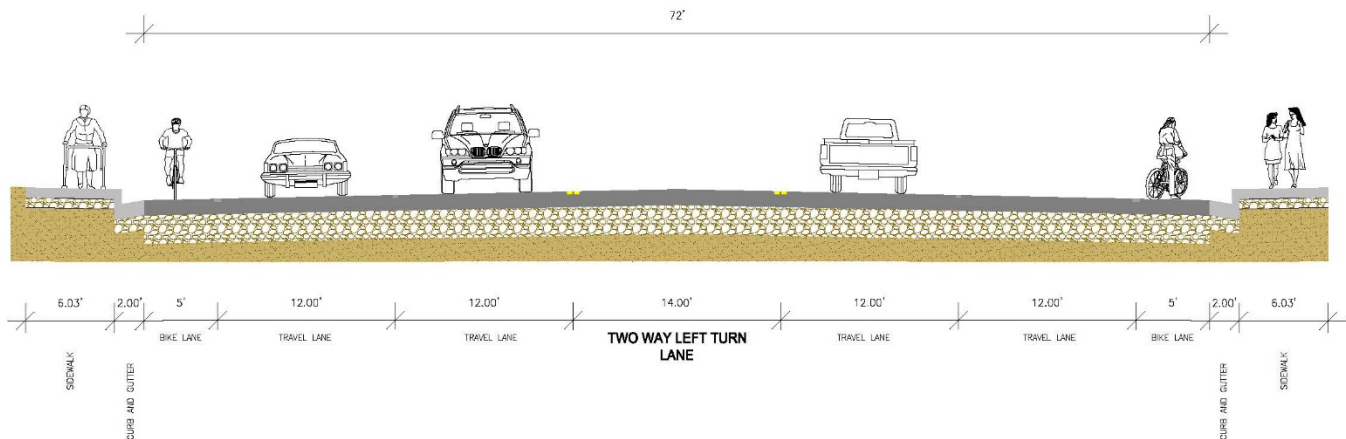


Figure 5.23: Proposed Eagle Canyon Drive Widening Section

Widening of the existing Eagle Canyon Drive road from Ember Dr/Neighborhood Way to West Calle de la Plata involves converting the existing two-lane road to four lanes with a two-way left turn lane. Additionally, 5-ft bike lanes and 6-ft sidewalks, separated by 2-ft curb and gutter, are included along both sides of the road. The proposed improvements result in 1.2 miles of widening and an estimated cost of approximately \$14M. A complete engineer's estimate breakdown of costs to complete this widening is compiled in Appendix E.



The process to take the existing two-lane road and widen to four-lanes requires right-of-way acquisition of ~22,000 sq. ft., primarily from existing Homeowners Association (HOA) owned drainage ways and slivers of property. The maximum amount of right-of-way acquisition needed is 7-ft and are located in the back yard portions of approximately 23 residential parcels. Additionally, approximately \$4M of the total cost is directly related to propagating the existing drainages.

6.0 Eagle Canyon Traffic Operations

6.1 Existing Traffic Operations

6.1.1 Policy Level of Service

The 6th Edition of the Highway Capacity Manual (HCM), published by the Transportation Research Board, provides standard traffic operational analysis methods for intersections, freeways, and ramps. Level of Service (LOS) is the fundamental HCM parameter describing operational conditions within a traffic stream. LOS is an A-through-F letter ranking scale with LOS A indicating free-flow, low density, or nearly negligible delay conditions and LOS F indicating facility breakdown with low speeds, high densities, and high delay.

For intersections, LOS is based on the average control delay per entering vehicle measured in seconds. Control delay includes not only stops at intersections, but also slower speeds as vehicles advance in queue or decelerate upstream of an intersection. For signalized and all-way stop controlled intersections, individual approach delays as well as an overall average delay are calculated for each intersection. For two-way stop-controlled intersections, individual approach delays are calculated. The description of level of service for signalized intersections and stop controlled intersections are show in Table 6.1.

Table 6.1: Level of Service Criteria for Signalized Intersections

LOS	Description of Condition	Average Delay Signalized Intersections (sec/vehicle)	Average Delay for Stop Controlled Intersections (sec/vehicle)
A	Free flow	0-10	0-10
B	Reasonably free flow	>10-20	>10-15
C	Stable Flow	>20-35	>15-25
D	Approaching unstable flow	>35-55	>25-35
E	Unstable flow	>55-80	>35-50
F	Forced or breakdown flow	>80	>50

Source: HCM 2018.

According to Appendix E of the 2050 Regional Transportation Plan (RTP), the Regional Level of Service (LOS) Standards for all regional roadway facilities projected to carry less than 27,000 ADT at the latest RTP horizon is LOS D. All regional roadway facilities projected to carry 27,000 or more ADT at the latest RTP horizon is LOS E. Based on these standards, RTC states all intersections shall be designed to provide a level of service consistent with maintaining the policy level of service of the intersecting corridors. Therefore, for the purpose of this study, the Policy LOS for the study intersections shall be LOS E for Pyramid Way north and south of Eagle Canyon, and LOS D for the remaining roadway segments.



Table 6.2: RTC 2050 Travel Demand Model ADTs

Roadway Segment	Location	Class	Lanes	Access Control	2050 ADT
Intersection of Eagle Canyon/Pyramid					
Eagle Canyon Drive	w/o Pyramid	Arterial	4	MAC	17,225
La Posada Drive	e/o Pyramid	Arterial	4	MAC	26,885
Pyramid Way	n/o Eagle Canyon	Arterial	4	HAC	38,291
Pyramid Way	s/o Eagle Canyon	Arterial	4	HAC	60,469
Intersection of Eagle Canyon/Richard Springs					
Eagle Canyon Drive	w/o Richard Springs	Arterial	4	MAC	16,527
Eagle Canyon Drive	e/o Richard Springs	Arterial	4	MAC	17,225
Richard Springs Boulevard	n/o Eagle Canyon	Arterial	2	MAC	505
Richard Springs Boulevard	s/o Eagle Canyon	Arterial	2	MAC	1,793
Intersection of Eagle Canyon/Ember and Neighborhood					
Eagle Canyon Drive	w/o Ember/Neighborhood	Arterial	4	MAC	13,555
Eagle Canyon Drive	e/o Ember/Neighborhood	Arterial	4	MAC	16,527
Ember Drive	s/o Eagle Canyon		2		3,977
Intersection of Eagle Canyon/Missy					
Eagle Canyon Drive	w/o Missy	Arterial	4	MAC	10,893
Eagle Canyon Drive	e/o Missy	Arterial	4	MAC	13,555
Missy Drive	n/o Eagle Canyon		2		5,380
Intersection of Eagle Canyon/Alena					
Eagle Canyon Drive	w/o Alena	Arterial	4	MAC	9,119
Eagle Canyon Drive	e/o Alena	Arterial	4	MAC	10,893
Alena Way	s/o Eagle Canyon		2		3,691
Intersection of Eagle Canyon/Goldeneye					
Eagle Canyon Drive	w/o	Arterial	4	MAC	8,079
Eagle Canyon Drive	e/o	Arterial	4	MAC	9,119
Goldeneye Parkway	e/o Eagle Canyon		2		4,346
Intersection of Eagle Canyon/West Calle De La Plata					
Eagle Canyon Drive	w/o West Calle De La Plata	Arterial	4	MAC	8,742
Eagle Canyon Drive	e/o West Calle De La Plata	Arterial	4	MAC	8,079
West Calle De La Plata	n/o Eagle Canyon		2		7,361
West Calle De La Plata	s/o Eagle Canyon		2		8,801

n/o = North of; s/o = South of; e/o = East of; w/o = West of.



6.1.2 Existing Traffic Volumes

Existing daily traffic data for Eagle Canyon along the study area was obtained from the Nevada Department of Transportation (NDOT) Annual Traffic Report. Turning movement counts were collected at the following intersections:

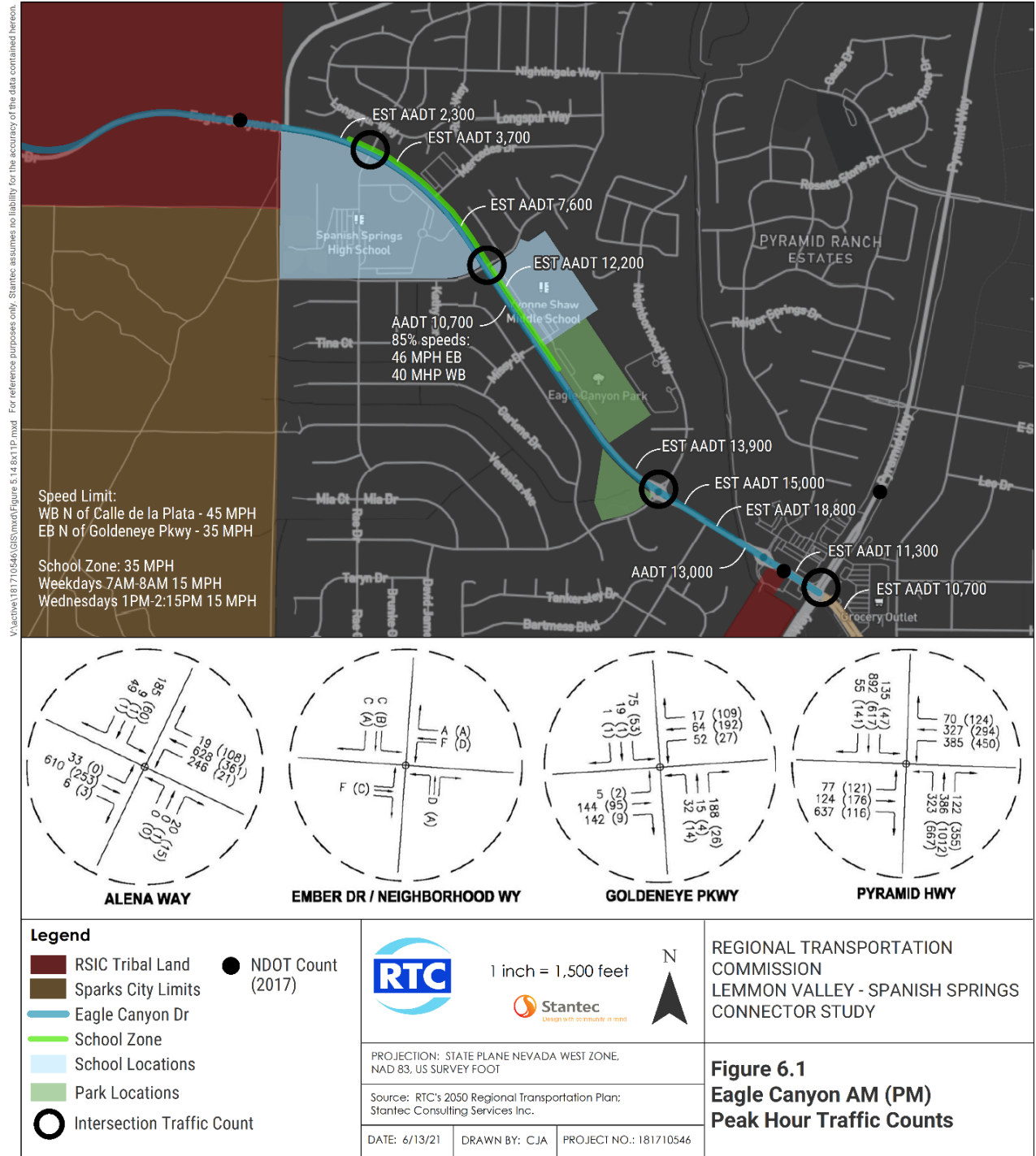
- La Posada Drive/Eagle Canyon Drive & Pyramid Way
- Eagle Canyon Drive & Ember Drive/Neighborhood Way
- Eagle Canyon Drive & Alena Way
- Eagle Canyon Drive & Goldeneye Parkway

Turning movement counts were collected on a typical weekday, from 7:00 AM to 9:00 AM and 4:30 PM to 6:30 PM. This data was used to determine the one-hour heaviest traffic volume count (referred to as peak hour) for the morning and evening traffic conditions at each intersection. The following provides the hours of study and identified peak hour. Figure 6-1 on the following page depicts the existing AM and PM peak hour traffic volumes in the study area. Appendix F contains the full traffic count data.

- AM Count – From 7:00 to 9:00.
 - Pyramid peak hour 7:00 to 8:00.
 - Ember/Neighborhood peak hour 7:00 to 8:00.
 - Alena peak hour 7:00 to 8:00.
 - Goldeneye peak hour 7:00 to 8:00.
- PM Count – From 4:30 to 6:30.
 - Pyramid peak hour 4:45 to 5:45.
 - Ember/Neighborhood peak hour 4:30 to 5:30.
 - Alena peak hour 4:45 to 5:45.
 - Goldeneye peak hour 4:45 to 5:45.

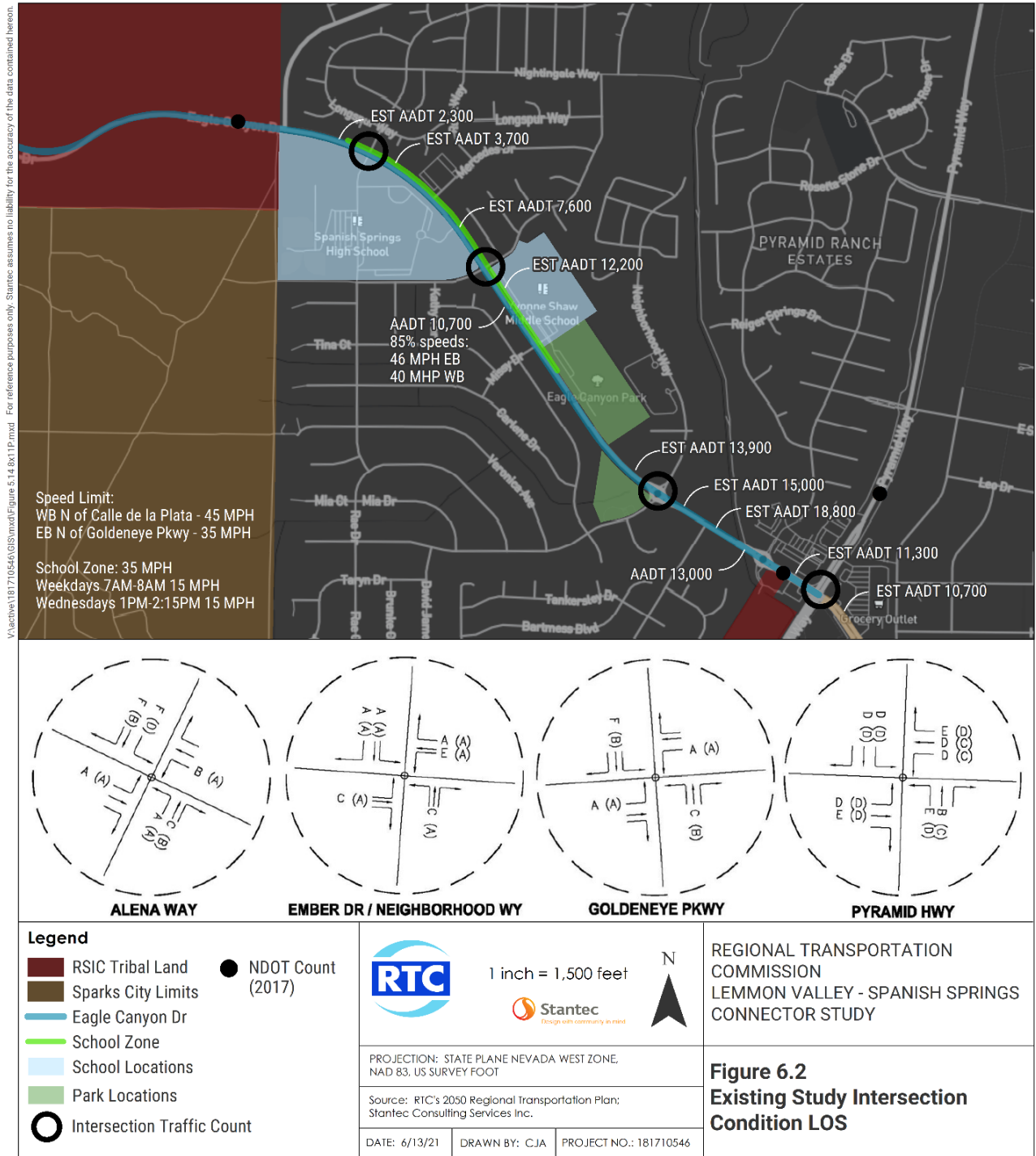
For the traffic operational analysis, the peak hour counts for each intersection were scaled at a factor of 99.7%, consistent with November traffic patterns developed from data collected from NDOT ATR Station 312220.





6.1.3 Existing Level of Service

The peak hour traffic volumes and resulting Synchro-determined intersection delays were compared to the thresholds depicted in Table 6-1 to determine current service levels for each roadway segment. Figure 6-2 demonstrates the existing LOS at each of the four study intersections.



Appendix G depicts the LOS of the existing traffic movements and corresponding LOS for the four study intersections. Appendix H contains the full background condition LOS worksheets, as calculated by Synchro 10 applying the HCM 6th Edition methodology.

The LOS values for the four intersections were compared to the previously determined Policy LOS for the study intersections (Section 6.1.1) to determine operation levels. Below summarizes the results:

The intersection of Pyramid Way and Eagle Canyon Drive/La Posada Drive currently operates at LOS D or better during the AM and PM peak hours, meeting the Policy LOS of LOS D for eastbound and westbound approaches, and Policy LOS E for northbound and southbound approaches.

The intersection of Ember Drive/Neighborhood Way and Eagle Canyon Drive currently operates at a LOS D or better for eastbound, northbound, and southbound approaches during the AM and PM peak hours. The westbound approach PM LOS operates at a LOS of D or better as well, meeting the Policy LOS of LOS D. However, the westbound approach AM peak hour operates at LOS E, which does not meet the Policy LOS of LOS D. This is most likely due to the large number of vehicles traveling from the eastbound direction after dropping off students to the local schools, causing more vehicles heading westbound to wait until they are sure it is safe to enter the roundabout. The overall intersection of Ember Drive/Neighborhood Way and Eagle Canyon Drive produces a current LOS of LOS D; therefore, the combined traffic movements meet the Policy LOS of LOS D.

At the intersection of Alena Way and Eagle Canyon Drive, the eastbound, northbound, and southbound approaches currently operate at a LOS D or better during the AM and PM peak hours, meeting the Policy LOS of LOS D. However, the westbound approach at the intersection operates at LOS F during the AM peak hour and LOS D for the PM peak hour.

At the intersection of Goldeneye Parkway and Eagle Canyon Drive, the eastbound, westbound, and northbound approaches currently operate at a LOS D or better during the AM and PM peak hours, meeting the Policy LOS of LOS D. However, the southbound approach at the intersection operates at LOS F during the AM peak hour and LOS B for the PM peak hour.

6.2 Future Traffic Conditions

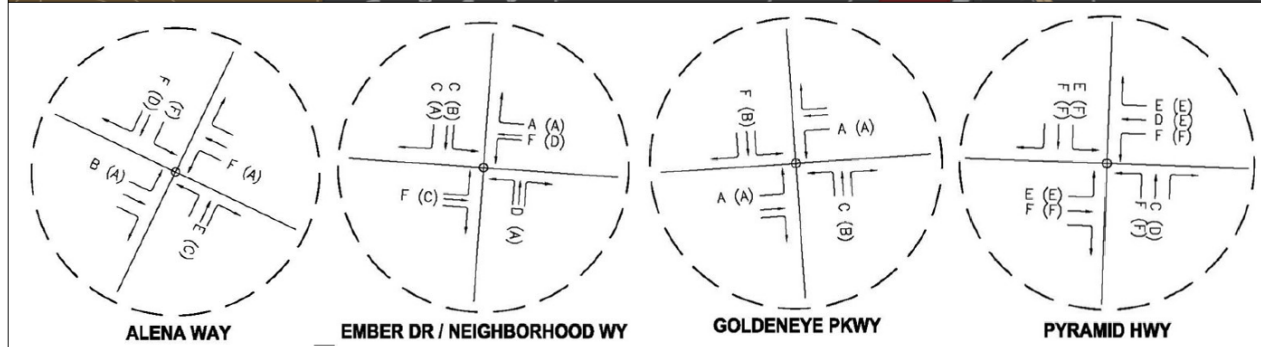
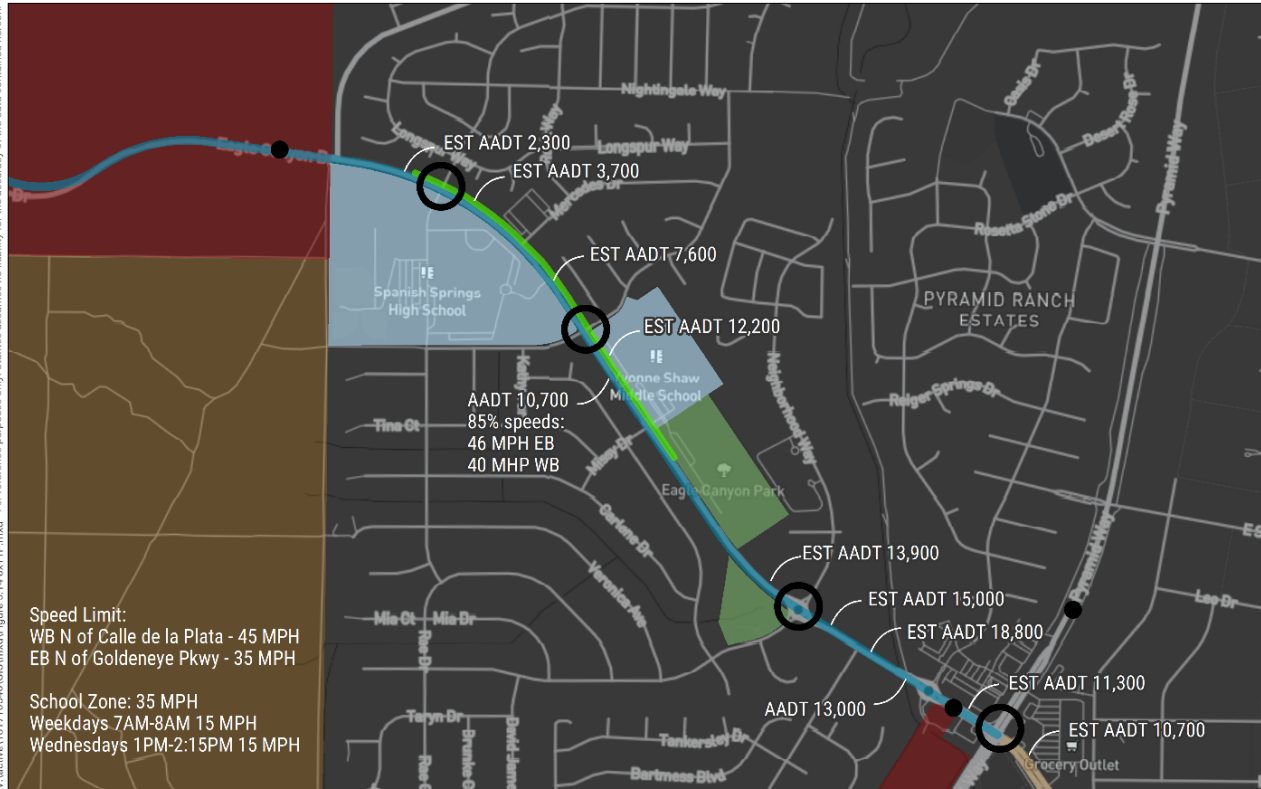
Based on the classification of existing conditions, future generated traffic conditions given a 20-year projection, if no improvements were made, were determined through Synchro 10 applying the HCM 6th Edition methodology. The following illustrates those findings.

6.2.1 2040 Traffic Operations

Existing Level of Service (LOS) calculated in the previous sections were used to determine future traffic operations. A 20-year projection, if no improvements were made to the existing roadway segments and intersections, were calculated through Synchro. Appendix I depicts the LOS of the existing traffic movements and corresponding LOS for the four study intersections. Appendix J contains the full background condition LOS worksheets, as calculated by Synchro 10 applying the HCM 6th Edition methodology. Figure 6.3 demonstrates the future LOS at each of the intersections.



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Legend ■ RSIC Tribal Land ● NDOT Count (2017) ■ Sparks City Limits ■ Eagle Canyon Dr ■ School Zone ■ School Locations ■ Park Locations ○ Intersection Traffic Count	1 inch = 1,500 feet Design with community in mind	REGIONAL TRANSPORTATION COMMISSION LEMMON VALLEY - SPANISH SPRINGS CONNECTOR STUDY
	PROJECTION: STATE PLANE NEVADA WEST ZONE, NAD 83, US SURVEY FOOT Source: RTC's 2050 Regional Transportation Plan; Stantec Consulting Services Inc. DATE: 6/13/21 DRAWN BY: CJA PROJECT NO.: 181710546	Figure 6.3 20-year Projection Future Study Intersection LOS



The future LOS values for the four intersections were compared to the previously determined Policy LOS for the study intersections (Section 6.1.1) to determine future operation levels. Below summarizes the results:

The 20-year projected future traffic movement for the intersection of Pyramid Way and Eagle Canyon Drive/La Posada Drive do not meet the Policy LOS of LOS D. The AM peak hour is projected to operate at LOS E and the PM peak hour is projected to operate at LOS F.

The future traffic movement at the Ember Drive/Neighborhood Way and Eagle Canyon Drive roundabout is projected to operate at a LOS D or better for all approaches during the PM peak hour and for the northbound and southbound approaches during the AM peak hour, meeting the Policy LOS of LOS D. However, the eastbound and westbound approaches during the AM peak hour are projected to operate at LOS F, which does not meet the Policy LOS.

At the two-way stop-controlled intersection of Alena Way and Eagle Canyon Drive, the 20-year projected future traffic movement for southbound approach during the AM peak hour and the eastbound, northbound, and southbound approaches during the PM peak hour are projected to operate at LOS D or better, meeting the Policy LOS of LOS D. However, the eastbound, westbound, and northbound approaches during the AM peak hour and the westbound approach during the PM peak hour are projected to operate at LOS E or lower, which does not meet the Policy LOS.

At the two-way stop-controlled intersection of Goldeneye Parkway and Eagle Canyon Drive, the eastbound and westbound approaches are projected to operate at LOS D or better during the AM and PM peak hours. In addition, the northbound and southbound approaches during the PM peak hour are also projected to operate at LOS D or better, meeting the Policy LOS of LOS D. However, the northbound and southbound approaches during the AM peak hour at the intersection are projected to operate at LOS F, which does not meet the Policy LOS.

6.3 Conclusions

The following conclusions have been derived from this traffic study:

1. The study intersections of Pyramid Way/Eagle Canyon Drive & La Posada Drive and Ember Drive & Neighborhood Way/Eagle Canyon Drive currently operate at an acceptable LOS.
2. The study intersection of Goldeneye Parkway/Eagle Canyon Drive currently operates at an acceptable LOS, except for the southbound approach during AM peak hours, which operates at LOS F.
3. The study intersection of Alena Way/Eagle Canyon Drive currently operates at an acceptable LOS, except for the westbound approach during AM peak hours, which operates at LOS F.
4. The overall delay at the intersection of Pyramid Way/Eagle Canyon Drive & La Posada Drive is projected to increase by 19 seconds per vehicle during the AM peak hour, resulting in a change of LOS from LOS D to LOS E, and 53 seconds per vehicle during the PM peak hour, resulting in a change of the LOS from LOS D to LOS F.



5. The overall delay at the intersection of Ember Drive & Neighborhood Way/Eagle Canyon Drive is projected to increase by greater than 3 minutes per vehicle during the AM peak hour, resulting in a change of LOS from LOS D to LOS F, and 15 seconds per vehicle during the PM peak hour, resulting in a change of LOS from LOS A to LOS F.
6. Roundabout operation analysis is complex and requires additional data than this study called for. For an accurate representation of existing and future volume impacts at the Ember Drive/Neighborhood Way and Eagle Canyon Drive roundabout, a more detailed analysis is recommended using more advanced traffic analysis tools such as Sidra Intersection, Rodel Interactive, or Vissum Simulation Software.



7.0 References

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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 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

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 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
September 17, 2021 Board Meeting
Prepared September 10, 2021**

Bipartisan Infrastructure Bill

On August 10, 2021, the Senate voted 69-30 to pass the bipartisan infrastructure bill, the Infrastructure Investment and Jobs Act, which includes reauthorization of the Surface Transportation Program. Senators Cortez Masto and Rosen both voted in favor of the package. The House has set a deadline of September 27th to vote on the Senate's bipartisan infrastructure package.

The infrastructure bill provides \$1.2 trillion in spending over five years; of which, \$550 billion is new federal investments. The bill provides \$91.2 billion in funding for the Federal Transit Administration over five years, of which \$40.4 billion is “above baseline” spending increases provided by the bill. The \$91.2 billion is made up of \$69.9 billion in contract authority and \$21.3 billion in general fund appropriations (which largely funds the Capital Investment Grant program). The bill also authorizes an additional \$15.75 billion in supplemental appropriations from general revenues for FTA over the next five fiscal years.

Budget Reconciliation

Senate Democrats 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 the threat of a filibuster and by a simple majority, compared to 60 votes required to overcome a filibuster.

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 reconciliation 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, considering 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.

On August 24th, the House adopted, by a vote of 220-212, the budget resolution with reconciliation instructions, providing committees with a non-binding deadline of September 15th (same as the Senate) to report legislation for the reconciliation package. The budget was “deemed” adopted upon passage of the House rule and provides for debate and a vote on the Senate bipartisan infrastructure bill by September 27th.

According to reports, it is anticipated that Senate Democrats will bypass the standard committee process and intentionally miss the September 15th deadline. This enables Senate Majority Leader Schumer to assemble Democratic Caucus priorities outside the committee process and bring the reconciliation bill directly to the floor for a vote. The House Committees are moving forward with their markup of the reconciliation package, with the House Transportation and Infrastructure Committee rumored to markup on September 12th.

While the budget resolution allows for up to \$3.5 trillion in spending, some Democrats, including Senator Manchin (D-WV) and Senator Sinema (D-AZ), as well as House moderate Democrats, have expressed they will not vote for a package of that size; leading to the possibility of the bill being paired down.

Budget Reconciliation Funding Request

On August 30th, APTA sent a letter to congressional leadership alongside 45 coalition partners, urging the inclusion of at least \$10 billion of additional public transit funding in the budget reconciliation bill, as well as dedicated high-speed rail funding.

The additional \$10 billion is intended to meet the original commitment in funding levels from the White House-Senate bipartisan infrastructure framework. The letter states, "Providing this additional \$10 billion of public transit funding will honor the commitment of the Bipartisan Infrastructure Framework agreed upon by President Biden and Senate Republicans on June 24, 2021."

Capital Investment Grant Program

The Federal Transit Administration issued a Request for Information on the Capital Investment Grants Program. Specifically, FTA seeks input on evaluation measures and data sources that can better capture the benefits and costs of transit and how the CIG program can facilitate outcomes that maximize those benefits.

Comments should be submitted on or before October 13th. Feedback is requested for the below areas, but any additional feedback on the CIG program, including topics not listed, can be submitted.

- CIG process
- Economic development criterion
- Land use criterion
- Environmental benefits criterion
- Cost effectiveness criterion
- Mobility improvements
- Capacity needs Congestion relief
- Resiliency and futureproofing
- Local financial commitment

Transportation Mask Mandate

The Transportation Security Administration (TSA) has extended the face mask requirement for all transportation networks, including public transportation, through January 18, 2022. The previous TSA mask order was set to expire on September 13, 2021.

The Centers for Disease Control and Prevention (CDC) order requires face masks be worn by all travelers on airplanes, ships, trains, subways, buses, taxis and ride-shares and at transportation hubs such as airports, bus or ferry terminals, train and subway stations, and seaports (though no longer required in outdoor transit hubs or spaces). The extended CDC mask order has no expiration date.

Vaccination Requirement

The President announced that "the Department of Labor is developing an emergency rule to require all employers with 100 or more employees, that together employ over 80 million workers, to ensure their workforces are fully vaccinated or show a negative test at least once a week." The President further stated that, "The Department of Labor will require employers with 100 or more workers to give those workers paid time off to get vaccinated."



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: September 17, 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.*