



LOCATION:

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

DATE Sept. 20, 2019
TIME 9:00 a.m.

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

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

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

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

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

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

2. PUBLIC INPUT

- 2.1 Public Input - *please read paragraph II near the top of this page*
- 2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the August 16, 2019, meeting *(For Possible Action)*

Engineering

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

Public Transportation/Operations

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

Planning

- 3.4 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 3.5 Approve the recommended appointment and alternate appointments to the Citizens Multimodal Advisory Committee (CMAC):

- Jillian Keller (Term through June 2022)
- Mike Soszynski (Alternate)
- Mauricio Urias (Alternate)

Administration

- 3.6 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.7 Approve amendments to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration, effective October 1, 2019 *(For Possible Action)*

Procurement and Contracts

- 3.8 Approve an amendment to the existing Task Order #1 under the Master Services Agreement with CA Group, Inc. for design services related to the Bus Stop Improvement and Connectivity Program 19-01 Project in the amount of \$76,440 for a new not-to-exceed amount for \$518,145, and an amendment to the Master services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the amendments *(For Possible Action)*
- 3.9 Approve Task Order #2 under the Master Services Agreement with CA Group, Inc. for design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for the 2020 construction season in an amount not-to-exceed \$580,865 and an amendment to the Master Services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the task order and amendment *(For Possible Action)*
- 3.10 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, to provide preliminary traffic operations analysis for the Center Street Cycle Track Project in an amount not-to-exceed \$95,950; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.11 Approve a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. ("Jacobs") as the selected firm to provide Engineering Professional Services for the Lemmon Drive Capacity Project in an amount not to exceed \$2,661,932; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.12 Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD ("NCE") to provide design services and optional engineering during construction for the Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street Project in an amount not to exceed \$913,830; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.13 Approve a Professional Services Agreement (PSA) with Westwood Professional Services, Inc. ("WPS") to provide design services and optional engineering during construction for the TE Spot 9 – Package 1 Project in an amount not to exceed \$250,102; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.14 Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services and engineering during construction for the TE Spot 9 – Package 2 Project in an amount not to exceed \$273,718, authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.15 Approve the award and agreement with Trane US Inc. to provide heating, ventilation, and air conditioning (HVAC) preventive maintenance services, for a term of two years with three, one-year renewal options; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Inter-Agency Agreements

- 3.16 Approve a Cooperative Highway Agreement with the Nevada Department of Transportation (NDOT) for the final plans, specifications and costs estimates for Phase 1 of the Pyramid Highway/US 395 Connector Project (Phase 1) in the amount of \$1,500,000; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Resolutions of Condemnation

- 3.17 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-13 from JRK Investments, LLC, a Nevada limited liability company, necessary to construct the Virginia Street Bus Rapid Transit Extension Project *(For Possible Action)*

~END OF CONSENT AGENDA~

4. PUBLIC HEARINGS

4.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**

Discussion and recommendation to approve the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process

1. Staff presentation
2. Public input
3. Approve the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process *(For Possible Action)*

5. DIRECTOR REPORTS

5.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*

5.2 **FEDERAL REPORT** - *no action required*

5.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

6. PUBLIC TRANSPORTATION AND OPERATIONS

6.1 Acknowledge receipt of the report on RTC RIDE Service Expansion Discussions; direct Staff accordingly *(For Possible Action)*

7. ENGINEERING

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

8. METROPOLITAN PLANNING ORGANIZATION (MPO)

8.1 Acknowledge receipt of the NDOT Spaghetti Bowl Project monthly progress report and provide input accordingly *(For Possible Action)*

9. GENERAL ADMINISTRATION *(For Possible Action)*

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

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

11. MEMBER ITEMS

12. ADJOURNMENT*(For Possible Action)*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM: 
for Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019


AGENDA ITEM 2.2

TO: Regional Transportation Commission

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

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director


for Lee G. Gibson, AICP
Executive Director

SUBJECT: September 2019 Advisory Committees Summary Report

RECOMMENDATION

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

SUMMARY

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

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

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

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

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on September 4, 2019, and recommended approval of the FFY 2020-2024 Regional Transportation Improvement Program (RTIP). The CMAC also received reports on an update to the RTC Project Prioritization Framework, which is being developed to establish a data-driven process for prioritizing the implementation of projects in the Regional Transportation Plan (RTP), as well as the RTC Americans with Disabilities Act (ADA) Transition Plan update.

Technical Advisory Committee (TAC)

The TAC met on September 4, 2019, and recommended approval of the FFY 2020-2024 RTIP. The TAC also received reports on an update to the RTC Project Prioritization Framework, which is being developed to establish a data-driven process for prioritizing the implementation of projects in the Regional Transportation Plan (RTP), as well as the RTC ADA Transition Plan update.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in August or September.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:01 A.M.

August 16, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Bonnie Weber, Reno City Council Member (Alternate, arrived 9:04)
Ron Smith, Sparks City Council Member (departed 10:13)**

**Lee G. Gibson, RTC Executive Director
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

Oscar Delgado, Reno City Council Member

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

SPECIAL PRESENTATIONS, RECOGNITIONS, OTHER

RECOGNITION OF THE RTC BY THE HOT AUGUST NIGHTS (HAN) ORGANIZATION FOR SUPPORT AND PARTNERSHIP TO PROVIDE THE COMMUNITY TRANSIT SERVICE TO THE HAN EVENTS - *Item pulled*

RECOGNITION OF THE RTC BY RENO FOOD SYSTEMS FOR SUPPORT AND PARTNERSHIP TO PROVIDE THE COMMUNITY TRANSIT SERVICE TO THE RENO GARLIC FEST

Mr. Michael Moreno, RTC Public Affairs Manager, introduced Rebekah Stetson who represents the organization.

Ms. Stetson said this was the 3rd year for the Reno Garlic Festival and there were 4,000 participants this year. In order to hold the event in Pat Baker Park, it was vital to use an RTC park and ride program.

She then said it is always amazing to work with the RTC and Michael Moreno and things always flow very easily.

Item 1 APPROVAL OF AGENDA

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

Item 2.1 PUBLIC INPUT

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

Ms. Amy Dewitt-Smith, representing Neighbor Network of Northern Nevada (N4), addressed the Board to discuss an inclusive transportation planning project funded by the Administration for Community Living. This project engages people with disabilities, older adults and their care partners and other stakeholders. Their purpose is to discuss ways to fill transportation gaps in the community. They would like to start a Statewide Transportation Association as Nevada is one of the few states who do not already have one. They would also like to provide an “information highway” to provide information on what transportation services and programs are available. She would like to talk to business leaders about a Ride with Me Day program.

Ms. Jocelyn Seemann, representing Neighbor Network of Northern Nevada (N4) and Ms. Twyla Lemay, local resident, addressed the Board and further explained the Ride with Me program as a program pairing a public official with an older adult or a person with a disability to use public transportation together in the manner the older adult or person with a disability normally does. The hope is to foster communication between their members and officials to improve the accessibility of existing systems. Ms. Lemay fully supports a Ride with Me Day program.

Mr. Ryan Kinney, local resident, addressed the Board to request some type of signal at Pyramid and Holman Way. He also mentioned that the ACCESS drivers are usually 15 – 20 minutes late so the purchase of additional paratransit vehicles on the agenda for this day is a great idea. Lastly, he would like RTC staff to personally speak with visually impaired people about how exactly place the new markers on bus stops.

Mr. Juan Martinez and his fiancé, Ms. Dora Uchel, addressed the Board to mention they had a scheduled trip with ACCESS, so as they were told to do, waited for the phone call letting them know when the driver was there. They never received a call and when they followed up with ACCESS, they were told the driver said he/she was knocking at their door but no one actually knocked at the door.

Dora would also like the RTC to try to enforce the use of leashes or carriers to restrain aggressive dogs. She also said the agenda packet was not available for ADA readers online.

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

Item 2.2 *ADVISORY COMMITTEES SUMMARY REPORT*

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

Item 3.1 thru 3.17 *CONSENT ITEMS*

Vice Chair Jardon made a motion to pull Item 3.5 for discussion and approve the remainder of the items. The motion was seconded by Commissioner Hartung and upon a vote, passed unanimously.

Minutes

3.1 Approve the minutes of the July 19, 2019, meeting (*For Possible Action*)

Engineering

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

Public Transportation/Operations

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

Planning

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

3.5 Approve the following projects for the Federal Fiscal Year 2019 Transportation Alternatives (TA) Set-Aside Program as recommended by the Technical Advisory Committee and Citizens Multimodal Advisory Committee (CMAC):

- **Regional Traffic Calming: \$34,000 each for Washoe County, City of Sparks and City of Reno (\$102,000 total)**
- **Bus Stop ADA Signage & Markers for Visually Impaired Customers: \$34,000 for RTC Transit**

*****Item pulled for discussion*****

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, addressed the Board to explain that the funding discussed in Item 3.5 is left over from a project that was not able to move forward, so there was an additional call for projects for this funding. Two applications were received as noted in the recommendation; however, she believes the earlier public comments by Mr. Kinney were pertaining to the ADA signage and markers. This project came out of the ADA Transition Plan because some of the fonts on the current bus stop signs are too small for the height at which they are posted, so the concept is to have a smaller placard midway down the pole with larger fonts which will further distinguish a bus stop pole from another type of pole. Ed Park is the RTC Project Manager.

Vice Chair Jardon asked if any particular group was consulted with pertaining to the signage improvements.

Ms. Cumming said it was discussed at the RTC Technical Advisory Committee (TAC) meeting. This item is only to identify the funding, so as staff moves forward they will do additional outreach with customers and in particular, the customers in attendance today.

On motion of Vice Chair Jardon, seconded by Commissioner Weber, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.5 be approved.

Administration

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

Procurement and Contracts

3.7 Approve the purchase of fifteen (15) CNG paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 in the amount of \$2,165,937 (*For Possible Action*)

3.8 Approve a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. in an amount not to exceed \$199,984 for consulting services on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

3.9 Approve the revised Section 5310 grant agreement with Neighbor Network of Northern Nevada (N4) in the amount of \$221,403; authorize RTC Executive Director to execute the agreement (*For Possible Action*)

3.10 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Wood Rodgers, Inc. for engineering services during construction related to the Reno Consolidated 19-02 - North Hills Boulevard, and Hunter Lake Drive Intersection Project in the amount of \$54,445 for a new not to exceed amount of \$538,550; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)

3.11 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional final design and construction services related to utility work on 15th and C Street and increased grind/overlay quantities on El Rancho for the Sparks Consolidated 19-01 - 15th Street, Franklin Way, Hulda Court, and El Rancho Drive Project, in the amount of \$27,962 for a new not to exceed amount of \$420,943; authorize the RTC Executive Director to execute the Amendment (*For Possible Action*)

3.12 Approve a Professional Services Agreement (PSA) with Lumos & Associates, Inc. ("Lumos") to provide design services and optional engineering during construction for the Golden Valley Road Rehab – Yorkshire Drive to North Virginia Street Project in an amount not to exceed \$266,685; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

3.13 Approve a Professional Services Agreement (PSA) with Eastern Sierra Engineering, P.C. to provide design services and optional engineering during construction for the Lakeside Drive Rehab Project in an amount not to exceed \$561,260; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

3.14 Approve an Administrative Settlement of \$125,000 above the just compensation of \$1,375,000 representing a total settlement offer of \$1,500,000 for the full fee simple

acquisition of the parcel known as APN 007-183-11 with Bajwa Properties, LLC – Co-Ed Lodge Series, necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project *(For Possible Action)*

3.15 Approve an Administrative Settlement of \$105,000 above the just compensation of \$1,215,000 representing a total settlement offer of \$1,320,000 for the full fee simple acquisition of the parcel known as APN 007-183-12 with Ross Rentals, LTD., necessary to construct the Virginia Street Bus RAPID Transit (BRT) Extension Project *(For Possible Action)*

3.16 Approve Amendment #2 to the service agreement with Trane US Inc. to provide heating, ventilation and air conditioning (HVAC) preventive maintenance services in an amount not to exceed \$16,549; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*

Inter-Agency Agreements

3.17 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the inclusion of requested enhancements to Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project. Funding for the enhancements to be provided by the City of Reno in an amount not to exceed \$222,600; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Motion precedes Item 3.1

Item 4.1 thru 4.3 DIRECTOR REPORTS

Item 4.1 RTC Executive Director Report

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

1. Keolis Performance Update:

- July 2019 Keolis' first month of operation had a 2.5% overall increase in RIDE ridership, system wide, versus July 2018. This is the first increase in ridership in 13 months.
- On-Time performance for July 2019 was 92.6% versus 90.0% for July 2018
- Keolis had 23 valid complaints for the month versus 39 for July 2018, which represents a 41% decrease in valid complaints.
- Keolis delivered more than 99.99% of scheduled service for the month.
- Keolis had 65 missed trips for the month versus 431 missed trips for July 2018, representing an 85% decrease in missed trips.

2. The RTC continues to build partnerships with local organizations to support regional events to provide transit service to special events.

In continuing efforts to increase transit ridership, transit service will be offered on Route 7 to the Reno Air Races Community Take-Off Celebration on September 7th and to the Air Races which start the following week.

RTC will partner again with The Nugget to provide bus shuttle service for the Best in The West Rib Cook-off and will, again, offer transit service on the new “UNR to Midtown Direct” line to the UNR Wolf Pack home football games.

Details and route schedules will be announced in this month’s eNews Board Update; also at www.RTCWashoe.com and on RTC’s social media channels.

3. The start of the new UNR to Midtown Direct route which will begin August 25th was announced. The new route replaces the Sierra Spirit service and will be temporary until the RAPID Virginia Line extension to UNR begins and when the Virginia Street project is completed.

Free rides will be offered on the UNR to Midtown Direct from August 25th through September 8th. On September 9th, regular RIDE fares will become effective. For more information visit RTC’s website and follow us on social media.

4. Last week, the California Keystone improvements, which began on June 10th, were completed. The project improves safety and access for drivers, bicyclists and pedestrians, with wider sidewalks, the addition of new pedestrian ramps at the intersection, and access for everyone in compliance with the Americans with Disabilities Act.

These neighborhood enhancements have been well received by the community and represent a \$2.8 million investment in our community. Thank you to SNC.

5. On September 12th, the RTC will host a community open house and meeting for the RTC Affordable Housing Study at the McKinley Arts & Culture Center at 4 pm, with a presentation at 5 pm.

The public is invited to attend the meeting to give input to identify opportunities for affordable housing near transit routes. Please join us for a discussion on this critical need in our community. The 5 pm presentation will be livestreamed on RTC’s Facebook page.

6. A 21-Day Public Comment Participation Period begins on August 30, 2019, and ends on September 19, 2109, for the Federal Fiscal Year 2020 through 2024 Regional Transportation Improvement Program (the RTIP), which was developed in accordance with the Fixing America’s Surface Transportation (FAST) Act.

A copy of the RTIP is available for viewing and comment during regular business hours at the RTC Planning Office at 1105 Terminal Way, Suite 211, in Reno. The document is also available at www.RTCWashoe.com. Comments can also be mailed to: RTC Planning Offices, 1105 Terminal Way, Suite 211, Reno, NV 89502. Additional ways to provide comment are available on our website.

7. Shared Federal Framework update. The RTC had strong participation from local entities and agencies from across the region and there was a wide ranging discussion on federal policy issues. This will be a future agenda item.
8. The October Board meeting date will be change and if there is a transit workshop, it will take place in October as well.

Commissioner Hartung requested an update on Lemmon Valley Drive and E.D. Gibson responded that an agreement with Jacobs Engineering for preliminary engineering, NEPA and design/build procurement services would be brought to the Board for approval in September.

Commissioner Hartung then asked what the status is for the stoplight requested at Egyptian, Sunset and Pyramid.

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board and said staff is still working with NDOT and Washoe County to get the infrastructure installed for the light.

Item 4.2 RTC Federal Report

A written update is available in the staff report materials for this item and E.D. Gibson introduced Ms. Anja Graves, President of Cardinal Infrastructure, and Congressman Jon Porter, President of Porter Group, LLC, both federal lobbyists on behalf of the RTC of Washoe County's interests.

Ms. Graves addressed the Board and provided her update, saying that the Senate Environment and Public Works Committee unanimously passed a highway portion of a Surface Transportation and Reauthorization bill which increases highway spending approximately 27%; unfortunately, no funding has been identified to pay for it.

She went on to say that the RTC successfully advocated to expand the Safe Routes to Schools Program which adds funding for the increased safety of high school students.

Ms. Graves continued, providing information on a potential gas tax increase, continuing resolutions, etc. She added that a budget deal was passed prior to the fall recess so now the house and the senate will need to work on a mutually agreed upon spending plan.

Mr. Porter then addressed the Board and said the government affairs team meets every week for a minimum of an hour, via conference call, to discuss everything going on with the RTC and government happenings which may have an effect on us. He continued with information on what's occurring in the current political environment. He said that republicans and democrats actually work very well together, despite what's shown or heard in the news. He added that the Shared Federal Framework meeting the previous day was very successful in their discussions of community and region-wide issues that need to be addressed.

Lastly, Mr. Porter expressed how spoiled Nevadans were before Senator Reid had retired because he accomplished so many great things for our state. Then Mr. Porter spoke of the great qualities our current delegation has and that they are working very hard for their constituents, even in this difficult environment.

Item 4.3 NDOT Director Report

NDOT Director Kristina Swallow provided a brief update on the I-80 pavement reconstruction project, saying final striping should be completed by the end of September.

She also discussed the Kietzke and 2nd Street projects, which focus mainly on bike lanes and mobility improvements. The Kietzke project is complete and 2nd Street should be complete in two or three weeks.

Mayor Smith asked if there is any possibility to add a flasher at the sidewalk near Pyramid and Tyler Way as it is a very dangerous traffic area. Ms. Swallow said she would check into that for the Mayor.

Commissioner Hartung mentioned again that the warning lights for upcoming signals are all flashing except for the newest lights which do not flash. They should be consistent.

Commissioner Hartung also brought up the difficulties that someone towing a very large trailer has turning south on Pyramid from Egyptian.

Chairman Lucey asked what the status is on the Mt. Rose Highway safety improvements and would like an update brought to a future meeting. He would also like to discuss what the state priorities are for NDOT and the Governor.

Ms. Swallow said the implementation of the One Nevada Plan is on their next agenda for approval.

Item 5.1 thru 5.2 METROPOLITAN PLANNING ORGANIZATION

5.1 Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly – no action required

Ms. Jenica Keller, NDOT Project Manager, addressed the Board to provide a presentation update on the Spaghetti Bowl and Spaghetti Bowl Express projects. She said a phasing plan has been developed to complete this project over the next 20 years. She then went over the timing of each phase as follows:

Phase 1 (Spaghetti Bowl Xpress):

- Phase 1A (2020-2020)
- Phase 1B (2021-2023)

Phase 2 (2024-2028)

Phase 3 (2028-2034)

Phase 4 (2035-2037)

Phase 5 (2037-2039)

Ms. Keller also provided information on what will occur during each phase. She made it very clear that even though there is a delay in the start of the project no resources are being reallocated.

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

Chairman Lucey stated that he had received public comment requests on this topic, so opened the meeting to public input and called on the following:

Mr. Craig Madole, representing AGC, thanked the RTC for their ongoing commitment to this project and suggested that the money which was being provided to NDOT toward this project be allocated to another project which would put more people to work in the current building season.

Mr. Andrew Diss, representing the Grand Sierra Resort (GSR), expressed the GSR's concern about this first delay and that it may lead to additional delays on this project. The other gaming properties in the region also have concerns.

He reminded staff that the area around the Spaghetti Bowl is one of the most dangerous in the state. Mr. Diss also brought up the continued growth in the area and how the Spaghetti Bowl affects not only Reno/Sparks, but also businesses in Storey County and other areas in the region.

Mr. Paul McKenzie, representing the building trades, expressed his frustration over these delays, adding that NDOT had promised a schedule for this project and while he sat on the Reno City Council, the Council members made decisions about development requests that were based upon that schedule. There is now one developer that can't build for approximately another five years based upon this change to the schedule and there will be an economic impact as well. This project was the number one priority in the state and now it's on the back burner which will only increase expenses on the project.

Mr. Scott Fullerton, representing Operating Engineers Local #3, expressed the union's concern over these delays because construction will slow down in the region and their members are depending on this project for continued, stable employment.

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

Vice Chair Jardon said the Spaghetti Bowl became a topic of discussion approximately seven years prior (she then asked for this to be a standing monthly item going forward) and the RTC made it a regional priority because the gridlock and lack of safety are only going to grow. She added that she understands that the bids came in higher than expected, but construction costs are growing at about 5% annualized – so \$16 million over a two year delay. Additionally, per volume, the Spaghetti Bowl is the highest crash location in the entire state. First responders are also spending an inordinate amount of time and money in this one location.

Commissioner Hartung agreed with the Vice Chair and truly believes (guarantees) that if this project were in Las Vegas, it would not be on a 20-year time phase. This project is imperative for our community.

Ms. Keller responded that this project is still the highest priority and utility relocations will begin in 2021 to get that work out of the way to make for a smoother Phase 1B.

Commissioner Weber, thanked everyone, staff and the public speakers, for standing their ground on this project and believes this is an emergency project that must be completed now.

Chairman Lucey said that this project should have taken place 10 years ago instead of waiting until after the problems and accidents have occurred. This project needs to be completed sooner than the timeline states.

Both Chairman Lucey and Commissioner Hartung believe that the state funds flow freely to Clark County as compared to Washoe County.

Commissioner Weber wants to know what everyone can do now to get this project moving.

Vice Chair Jardon said it feels like seven years of forward movement has all been for nothing and every delay is costing more and more tax payer money.

NDOT Director Swallow said the entire team is also frustrated with the situation but they must also be good stewards of the tax payer money. She also said that if award had gone through, design would still need to be done. However, it is being designed now and is on track.

Commissioner Weber said she thinks there should be a specific plan and considers this an emergency for the region. We cannot continue to put this off.

Commissioner Hartung said that promises were made and they, in-turn, made promises to their constituents. Now those promises must be revised and asks that NDOT not go back on those promises.

5.2 Receive a presentation on the NDOT US 395 North Valleys Improvement Project – no action required

Mr. Nick Johnson, NDOT Project Manager, addressed the Board to provide a presentation update, saying that this project is still moving forward. The goal for the first phase is to get as far north as the budget will allow and it's looking like it will be somewhere between Golden Valley and Lemmon Drive, but it may be a Phase 2 or a stand-alone project. He then quickly went over the entire project scope, saying that final design is progressing. Because the SBX project was moved out a year, this project is also being moved out a year. He then offered to answer any questions. *(A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com)*

Commissioner Hartung asked for confirmation that both the bid and construction will begin in 2023. Mr. Johnson confirmed. Commissioner Hartung then expressed his frustration with all the delays on these very important projects.

Commissioner Weber said she feels like everyone has been lied to and she was quite emotional about the whole thing.

Vice Chair Jardon asked if this presentation is different than what was presented at a Neighborhood Advisory Board (NAB) meeting a couple of weeks ago. Mr. Johnson confirmed it has changed and there have been several adjustments in the past year. Everything has been pushed out about a year because of the SBX delays and the reason is that they don't want both projects to occur at the same time because there would be significant lane closures, cones and possibly overlapping contracts.

Chairman Lucey asked if the funding has been an issue.

Mr. Johnson said because costs are going up, staff will need to make potential adjustments where needed due to the project delay.

Chairman Lucey wants to make sure conversations occur with local government to ensure funding will be available for the project when it is time to proceed.

Director Swallow reiterated NDOT's commitment to both this and the Spaghetti Bowl project. She will bring the approved financial split amounts to the September meeting to share with the Commission, adding that all of this is part of the One Nevada Plan.

Commissioner Hartung suggested that instead of waiting for the SBX project to begin, they should just build the North Valleys portion first. Just get it done.

Commissioner Weber agrees with Commissioner Hartung that the North Valleys project should come first.

Mayor Smith departed the meeting

Item 6.1 thru 6.2 ENGINEERING

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

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board to give a presentation update on the project, as set forth in the briefing materials for this agenda item. He said we are about two months into the construction of the project and there is something new to see, literally every day. He then provided a bit of detail on portions of the project that have been completed or will begin shortly. The execution of the Small Starts Grant, which was already awarded, is anticipated in September.

There was a tour given of the Cheney Street businesses for the public and there are still significant business support plans occurring and weekly updates are ongoing. The office trailer that was at the project was not used as anticipated, so it will no longer be manned as of September; however, there will still be boards there to provide information to the public. He then offered to answer any questions. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

Vice Chair Jardon said she has not been getting complaints and concerns coming to her, so the project seems to be going great! She then asked for the status of the informational videos which were discussed at the previous Board meeting.

Mr. Michael Moreno, RTC Public Affairs Manager, said staff is still working on that production and our project is being balanced with many other projects that Mr. Evans has. There is now a 30-second spot airing on KOLO TV, along with social media. The message continues to be in support of Midtown businesses and how to get around the construction occurring. It looks like there will be a block party on St. Lawrence Avenue and the RTC is supporting that event as well. He then thanked involved parties for their continued participation and support.

Commissioner Hartung said that the business owners on Cheney would love to see Cheney either closed off or be turned into a one-way road. He added that business was “hopping” for a Thursday night!

Chairman Lucey asked when construction of the round-a-bout at Mary Street will begin and Mr. Stewart responded that it will start just after winter, into the spring.

Chairman Lucey said this project will be iconic.

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

6.2 Acknowledge receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report (*For Possible Action*)

Ms. Judy Tortelli, RTC Project Manager, addressed the Board to provide a presentation update on the Bus Stop Improvement and Connectivity Program, as set forth in the briefing materials for this item. She first said that over 100 of RTC’s initial bus stops have been field reviewed and of those 100 bus stops, 60% design has been completed for over 60 of them. Some of the stops require permitting so will be put toward the end of the project so they don’t delay the rest. The biggest issues have been right-of-way and schedule. The right-of-way need for these original 100 bus stops is greater than anticipated and right-of-way will take 6-9 months to complete. She then reviewed some specific stops, showing a few of the items that must be completed for improvement and ADA accessibility. She then offered to answer any questions. (*A full copy of this presentation may be obtained by contacting Denise Thompson - dthompson@rtcwashoe.com*)

Vice Chair Jardon asked what does it “mean” to the rider that there will be a bus stop improvement.

Ms. Tortelli said that to the rider it means the pad will be improved to be ADA accessible, so 5x8 at a minimum, and will also maintain connectivity to the nearest intersection, which means an ADA compliant path to the closest intersection. There will be a separate transit project for adding amenities, such as benches.

Chairman Lucey asked if any of the stops that are planned for potential removal for microtransit replacement are being improved.

Ms. Tortelli said those have been put on the back burner for now, pending the success of the microtransit program.

Chairman Lucey asked if this is just the first round or will this be it.

Ms. Tortelli responded that this is the first round as there were over 600 stops that do not currently have an ADA compliant pad. The first 100 were chosen based on ridership.

Commissioner Lucey would like to see the RTC being more proactive rather than reactive.

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

Item 7.1 thru 7.2 GENERAL ADMINISTRATION

7.1 Set Executive Director Lee Gibson's goals for fiscal year 2020 (*For Possible Action*)

Ms. Angela Reich, RTC Administrative Services Director, addressed the Board to say this item was carried over from the previous meeting. A list of goals was provided in the support materials for this item (attached).

Additional goals were added to the attached list as follow:

E.D. Gibson :

1. Continue working with the Business Improvement District (BID)
2. Work on the Marketing/Service/Pricing effort to increase ridership

Vice Chair Jardon:

1. Purchase a double-decker vehicle for use on Virginia Street
2. Evaluation of a pedestrian bridge with all RTC partners for Lake Street over I-80 to the UNR campus
3. Evaluate with all partners the improvements to the esthetics of the Virginia Street overpass
4. Create a comprehensive plan for the roll-out of Microtransit if successful

Commissioner Hartung:

1. Continual reviewing and revamping of the transit system (can routes be flexed mid-day?)
2. Review of roadway/safety improvements needed in the outlying areas

Chairman Lucey:

1. Revamp the Shared Work Program with TRMPA and potentially become the Regional MPO while utilizing TMRPA in a different manner
2. Develop a Shared Regional Framework with NDOT, Carson City and surrounding counties

E.D. Gibson said that he and Denise Thompson will edit the goals document and go from there.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that the amended goals be approved.

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

Legal Counsel Dale Ferguson said he had items he wished to communicate with the Board in a non-meeting prior to the start of the September 20, 2019, meeting.

Item 8 PUBLIC INPUT

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

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

Item 9 MEMBER ITEMS

Vice Chair Jardon asked what the policy is pertaining to animals on the bus per the public comment earlier in the meeting.

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, responded that the RTC is governed by the ADA which states that service animals are allowed and the onus belongs to the owner of the animal to keep it under control; it does not specify a leash is required. If the owner fails to control their service animal, the driver will try to address the matter. All other animals, such as cats or dogs, must be caged while on the bus.

Commissioner Weber announced Ward 4's Take-off Celebration and Biggest Little Parade and Fly Over Saturday, September 7th from 1 – 5 pm at the Reno/Stead Airport. This is for the Ward 4 community and the entire city. RTC is providing transit service for the event as well as for the Air Races.

Commissioner Hartung suggested the RTC have a "true" definition of what a service animal is.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:26 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission

Original goals as presented during the meeting

| LEE GIBSON FY 2020 GOALS | |
|--------------------------|---|
| 1 | Complete affordable housing study and prepare for joint development/master developer RFP to procure a public private partnership. |
| 2 | Initiate property disposal procedures pursuant to AB 270 |
| 3 | Implementation of Shared Work Program with TMRPA |
| 4 | Spaghetti Bowl Funding Plan Update |
| 5 | Initiate 2050 RTP Process |
| 6 | Provide comments regarding reauthorization to US DOT and the Nevada Delegation |
| 7 | Bus operations test for the Double decker vehicle |
| 8 | Continue construction program- Virginia Street, Pavement preservation |
| 9 | Succession planning-continue |
| 10 | Federal priorities, including Reauthorization, and Shared Federal Framework |



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director


for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The Professional Services Agreement (PSA) was awarded to CA Group, Inc. earlier this year and the design is proceeding on the first phase of the project. The construction of the first phase will begin later this year. A progress report presentation was provided at the August Board Meeting.

Center Street Cycle Track Project

Headway Transportation was determined to be the most highly qualified firm. Task 1 of the scope of services is for additional Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9th Street. After the results are presented, we will move forward with the other tasks of the original scope of work or as adjusted to better fit the purpose of this project. The PSA will be presented at the September Board Meeting for approval.

Keystone Avenue at California Avenue

The project was completed and opened to traffic before the first day of school. Wood Rodgers designed the project. Sierra Nevada Construction Company performed the construction that began on June 10, 2019. Warranties are in place and project close out continues.



Mill Street (I-580 to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from 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. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops have been addressed. Preliminary design is complete and 90% plan comments have been received from the agencies. The Project will be split into three phases based on the estimated cost of construction. Phase 1 will be on the south side of Mill Street from Terminal to Rock Boulevard, Phase 2 will be on the south side of Mill Street from Rock to McCarran, and Phase 3 will include the north side of Mill Street from Terminal to McCarran. Right-of-Way impacts have been identified and the Right-of-Way process for Phase 1 is beginning. It is anticipated the three phases will be constructed consecutively over a 5-year timeframe.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B has been awarded to PAR Electrical Contractors, Inc. with construction scheduled for fall 2019.

Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. Jacobs Engineering Group, Inc. was selected as the most highly qualified consultant to provide preliminary engineering for the project. A Professional Services Agreement (PSA) is under consideration for RTC Board approval.

North Valleys Improvements

Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. Bids opened on May 9, 2019, with Sierra Nevada Construction awarded the contract. Underground work completed with signal equipment scheduled to arrive mid November 2019.

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



Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite and taken over maintenance responsibilities. The irrigation issues have been resolved and the Plant Establishment period ended on July 31, 2019. Final project closeout activities

are underway. A dedication plaque to Senator Debbie Smith as a champion of the project including the multi-use path will be installed in the next few months.

Traffic Signal Coordination 5 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2018, 92 intersections were re-timed. For 2019, nine corridors, roughly 230 intersections will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

Process for signal retiming

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

Completed Corridors (244 signals as of August 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4th Street

10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7th Ave
15. Sparks Isolated Intersections (33 Signals) – Various Signals
16. Prater Way – Galletti Way to 15th St (6 Signals)
17. Damonte Ranch/Steamboat – (4 Signals)
18. South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing Implementation Mid-June
19. California/Keystone (3 signals) – California Ave – Keystone Ave to Booth St, including Booth St/Foster St.

Progress as of Mid-June 2019

- Sutro St (9 Signals) – New Timing implementation/fine-tune mid-August (Now September)
- S. Virginia St (19 Signals) – New Timing under review – Implement September
- E. McCarran Blvd (12 Signals) – New Timing under development

Traffic Engineering (TE) Spot 8 – Package 1 Project

The project is currently advertised with the bid opening scheduled for September 12, 2019. Construction will begin in fall 2019.

The scope of this project includes:

Flashing Yellow Arrow – East/West

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

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

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

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project opened bids on June 5, 2019, and Titan Electric is the apparent low bidder. A pre-construction meeting was held on July 24, 2019. Construction is anticipated to start in early fall 2019.

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7th Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Traffic study with potential improvement to southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard.

Design scheduled for fall/winter 2019 with construction in late spring 2020.

Traffic Engineering (TE) Spot 9 – Package 2 Project

The project includes various traffic updates throughout the Reno/Incline area:

- Traffic signal cabinet and camera upgrades at various intersections in the Reno area;
- New traffic signal at the intersection of Rock Boulevard/Edison Way; and a
- 4th Street/Mesa/Woodland intersection study for future improvements.

Kimley-Horn & Associates is the design consultants for this project.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Bridges at Truckee River

The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

A feasibility and alternatives analysis has been initiated to determine options for the rehabilitation or replacement of the two Arlington Avenue Bridges to ensure continued public safety, to meet the needs of the community, and to provide the necessary flood conveyance for the Truckee River. This feasibility study will analyze the pedestrian access to the park and river, identify design and environmental constraints including traffic and flooding, and develop specific bridge concepts and aesthetic themes. To assist with the development and review of alternatives and concepts, the RTC will be conducting agency, stakeholder, and public outreach through one-on-one and at community public meetings.

Public outreach activities continue in preparation for our first Public Meeting, tentatively scheduled for November 2019. A presentation was given to the RTC Board on May 20, 2019. We are scheduled to present our process and approach to the City of Reno Council at the October meeting.

Oddie Boulevard/Wells Avenue Improvement Project

Thirty percent (30%) design plan comments from the cities of Reno and Sparks have been received. Engineering continues on the sixty percent (60%) design concept. At the August 26, 2019, City of Reno Council Meeting, Reno Council supported staff recommendations regarding raised cycle track, the multi-use path, landscaping concepts, lighting, fencing and removal of the existing pedestrian bridge. RTC will continue to meet with Reno and Sparks staff to coordinate schedules and provide review of plans.

Pyramid Highway and US 395 Connection

The RTC and NDOT are finalizing an agreement for design of Phase 1 of the project that includes capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. The agreement will be submitted to the RTC Board for approval. The RTC, with support from NDOT, completed and submitted a BUILD Grant application to the Department of Transportation seeking up to \$25 million for construction of Phase 1. Design and construction of the overall project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs.

Sun Valley Boulevard Corridor Improvement Project

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

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. The existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about 2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

Thirty percent design plans have been reviewed and work continues on the environmental documentation that is required for the project including a 408 permit that is required.

Virginia Street RAPID Extension

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

PAVEMENT PRESERVATION PROJECTS

2018 and 2019 Preventive Maintenance (Various Locations)

The 2018 Preventive Maintenance Program was suspended last fall and many downtown street were pushed to this season due to conflicts with the Virginia Street Bus RAPID Transit project. Construction has resumed and the 2018 program is nearly complete. Sierra Nevada Construction Company was awarded the 2019 project. Between the two projects, approximately 300 lane miles of roads will be microsurfaced including major roadways such as Vista, Veterans, South Parkway and Eagle Canyon. The Plumb Lane road diet from Arlington to Ferris will be completed in mid-September. All microsurfacing work will be complete by the end of September, but crack sealing activities will continue into October.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. A Professional Services Agreement was awarded to Lumos & Associates on August 16, 2019, and design is under way. Construction is scheduled for next summer.

Greg Street Rehab Project

The project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad Tracks. Wood Rodgers is the consultant for Design and Engineering During Construction. Final Design is anticipated to be complete by spring 2020. Construction is scheduled for early June 2020 with a scheduled completion in mid-August 2020.

Lakeside Drive Rehab Project

The project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek to McCarran Boulevard. Eastern Sierra Engineering is the consultant for Design and Engineering During Construction. Construction is scheduled for early June 2020 with a scheduled completion in mid-August 2020.

Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for design and engineering during construction. Construction is scheduled to start in March 2020 with a scheduled completion of August 2020. Preliminary design is underway and initial fieldwork is almost complete.

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

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. Bid were opened for this project on July 19, 2019. Sierra Nevada Construction (SNC) is doing a great job on this project. Lake Street and 1st Street construction will be complete by the end of September. SNC is scheduled to start work on the northern section of Sutro in the next couple of weeks.

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

Construction started on August 5, 2019 and will be complete by the end of October 2019. Q&D Construction was awarded the construction contract on July 10, 2019. Staff has been meeting with business owners and communicating the traffic control plans to the traveling public. Upon completion, North Hill Boulevard will be entirely reconstructed and new sidewalks will be in place on both sides of the road.

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

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. The project advertised on June 6, 2019, and bids opened June 27, 2019. Sierra Nevada Construction was awarded the construction contract on June 28, 2019. Construction started August 5, 2019. Ralston Street construction is scheduled to be complete by the first of October. Construction is continuing on Ohm Place. Sierra Highland is scheduled to start construction at the end of September/early October. Hammill Lane and Colbert Drive are scheduled to start in October 2019.

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Westfield Avenue to Booth Street, and First Street from Arlington Avenue to Virginia Street. A Professional Services Agreement with Nichols Consulting Engineers, CHTD to provide design services and engineering during construction will be presented to the Board this month for consideration of award.

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

The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. Construction began on July 10, 2019, and will continue through October 2019. Spanish Springs Construction is on-schedule to have this project complete by October. Major items of work on El Rancho Drive has been completed and work on 15th Street will be complete by the end of September. Once 15th Street is complete, Spanish Springs will begin roadway removal on Franklin Way. New Rectangular Rapid Flashing Beacons (RRFBs) for the Elementary/El Rancho Drive intersection have been ordered and are anticipated to arrive in December when they will be installed as one of the final items of work.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

| Project | Property Owner | Purchase Amount | Amount Over Appraisal |
|-------------------------------|-----------------------|------------------------|------------------------------|
| Virginia Street BRT Extension | Jeffrey Anakatumpunya | \$4,880.00 | \$0 |

CONTRACTS UNDER \$50,000

None

ENGINEERING ON-CALL WORK ASSIGNMENTS

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

On Call Consultant Summary

| Civil Engineering Design and Construction Management Services | | | |
|--|----------------------------------|----------------------------------|---------------|
| BOARD APPROVAL DATE | FIRM | PROJECT NAME | AMOUNT |
| 7/19/2019 | Wood Rodgers, Inc. | Greg Street Rehab Project | \$405,308 |
| 7/19/2019 | Stantec Consulting, Inc. | Prater Way Rehab Project | \$757,823 |
| 8/16/2019 | Lumos & Associates, Inc. | Golden Valley Road Rehab Project | \$266,685 |
| 8/16/2019 | Eastern Sierra Engineering, P.C. | Lakeside Drive Rehab Project | \$561,260 |
| 9/20/2019 | Nichols Consulting Engineers | Reno Consolidated 20-01 Project | \$913,830 |
| | | | |

| Traffic Engineering Services | | | |
|-------------------------------------|-------------|---|---------------|
| BOARD APPROVAL DATE | FIRM | PROJECT NAME | AMOUNT |
| 9/20/2019 | Westwood | Traffic Engineering (TE) Spot 9 - Package 1 | \$246,947 |
| | | | |

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

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

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

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



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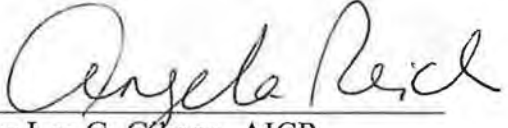
Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and
Operations


for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS



BUS #109 Rides Again during the Hot August Night's Parade on Sunday, August 11. Staff from Keolis participated in the 33rd annual HAN parade on Virginia Street. Keolis reported that Bus 109 was enjoyed by all.

Proterra Hosts Ice Cream Social - Proterra CEO Ryan Popple and Mike Finnern VP for Customer Service along with other Proterra staff visited Reno on August 23, 2019. Their visit to Reno reaffirms their commitment to RTC. Staff had the opportunity to discuss maintenance challenges and successes over the last few months. Proterra staff met with key RTC leadership, and Keolis' new maintenance team.



Proterra sponsored an ice cream truck outside of 4th Street Station for a driver appreciation event! Pictured right to left are Ramon Barroso Field Services Technician, Lee Wixom Regional Sales Director, David Carr RTC Facilities and Fleet Manager, Ryan Popple CEO, Mike Finnern VP for Customer Service, Patrick Richter Field Services Regional Manager.



Don't Drive Arrive – to the 31st Annual Rib Cook Off – RTC provided free shuttle service from Sparks Christian Fellowship in Sparks, and from the Reno Sparks Livestock Events Center in Reno to the event held Wednesday, August 28 through Monday, September 2. The shuttle service was provided through a partnership with the Nugget Casino Resort, All West Coachlines and the RTC.

Don't Drive Arrive – to UNR Wolf Pack Home Games – Football fans can support the Wolf Pack by using the UNR-Midtown Direct to Mackay Stadium. The UNR Wolf Pack Game Transit Route has convenient stops in downtown and Midtown Reno to take football fans to the University of Nevada, Reno (UNR). Parking is limited in and around campus making the UNR-Midtown Direct transit service a great and affordable way to avoid parking hassles. This service is being provided for all scheduled home games from August 30 through November 30.



Don't Drive Arrive – to the 56th Annual Reno Air Races – RTC provided free rides on RIDE Route 7 to the Reno Air Races Takeoff Celebration on Saturday, September 7, 2019. Air Races fans were also able to ride free on Route 7 on Wednesday, September 11 to the event. Regular service was provided on September 12 through September 15 by detouring Route 7 from its scheduled route to drop off and pick up Air Races fans at the event.

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

RTC Microtransit Vans Being Prepped for Service – Two Access vans received a new look in anticipation of the new microtransit service six-month pilot project, set to begin on November 2, 2019. FlexRIDE is an on-demand service using technology similar to that of services like Uber or Lyft to call for a ride. Passengers can request a ride by using their smartphone or tablet with an app, by calling a dispatcher, or by using a computer to access a website. The call can occur within 30 minutes of their desired travel time and passengers can expect their ride to arrive within 8 to 15 minutes. Passengers traveling within the FlexRIDE service area in Sparks



will have curb-to-curb service and can expect shorter ride times than when taking RTC RIDE. People looking to travel outside of the service area can transfer to RTC RIDE or RTC ACCESS services at Iron Horse Shopping Center or at RTC CENTENNIAL PLAZA. FlexRIDE will serve the areas currently served by Routes 25 and 26, as well as some nearby areas in the north and east downtown Sparks. The fare will be the same as the standard RTC RIDE fares.



Senior Fest 2019 – RTC staffed a booth at the Annual Senior Fest event on September 3rd at the Reno Town Mall. This event gives seniors an opportunity to connect with senior service providers and businesses. Participants toured one of RTC’s new FlexRIDE (microtransit buses featured above) and were encouraged to sign-up for free mobility training with the RTC. At the event, staff interacted with members of the public, providing answers to questions and information about RTC’s transit system. Staff also gave out information on the new RTC ACCESS Mobile App to all RTC ACCESS eligible clients who visited the booth.

Councilwoman Neoma Jardon also attended the event.

TRANSIT DEMAND MANAGEMENT (TDM) UPDATE -

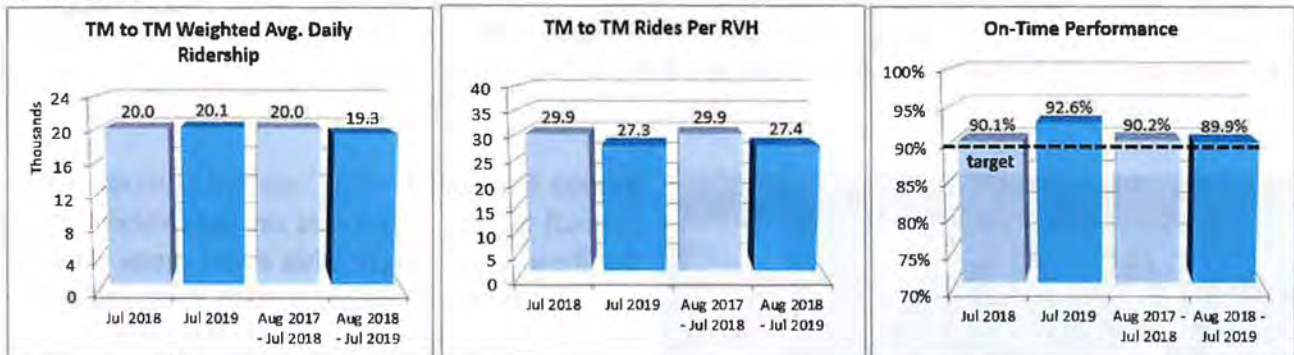
- Vanpools remained at 181 with over 100 of those serving the Tahoe Reno Industrial Center (TRIC).
- Staff spent multiple days onsite at UNR and TMCC passing out fliers to promote the new ED-Pass and the UNR-Midtown Direct route.
- Staff hosted an event at UNR during student orientation with a bus running the new UNR – Midtown Direct route.
- Staff had a pop up event at Idlewild Park on Food Truck Friday to receive information on the University area study, and handed out fliers for the ED pass and new UNR-Midtown Direct route.



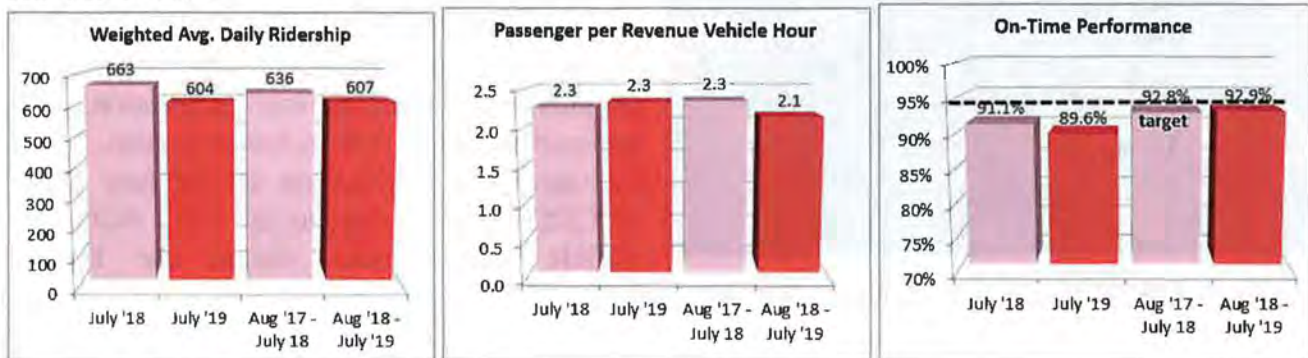
and handed out fliers for the ED pass and new UNR-Midtown Direct route.

JULY 2019 TRANSIT PERFORMANCE

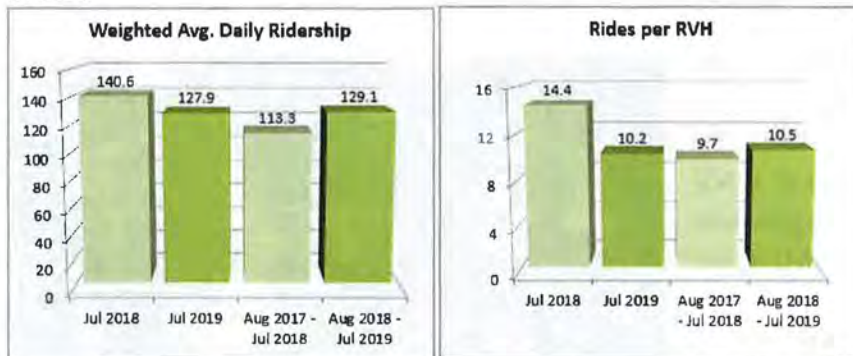
RTC RIDE



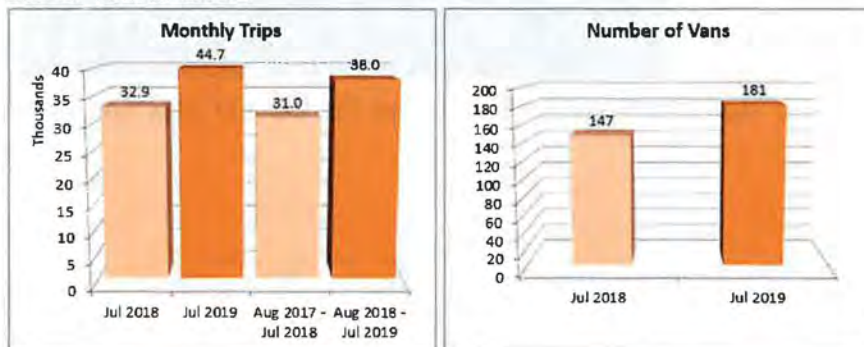
RTC ACCESS



TART



RTC VANPOOL



Attachments

RTC Transit Performance Statistics¹

| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|--|--|----------------|----------|---|----------------|---------------------|
| | Jul 2019 | Percent Change | Jul 2018 | Aug 2018 - Jul 2019 | Percent Change | Aug 2017 - Jul 2018 |
| Monthly Ridership | 726,376 | 19.3% | 608,624 | 7,939,120 | 7.3% | 7,397,537 |
| Monthly Ridership (TM to TM)** | 623,982 | 2.5% | 608,624 | 7,023,982 | -5.0% | 7,397,537 |
| Weighted Avg. Daily Ridership | 23,358 | 17.0% | 19,972 | 20,182 | -1.3% | 20,438 |
| Weighted Avg. Daily Ridership (TM to TM) | 20,066 | 0.5% | 19,972 | 19,259 | -3.6% | 19,972 |
| Revenue Vehicle Hours (RVH) | 22,832 | 12.0% | 20,387 | 256,532 | 3.7% | 247,282 |
| Rides Per RVH | 31.8 | 6.6% | 29.9 | 30.9 | 3.5% | 29.9 |
| Rides per RVH (TM to TM) | 27.3 | -8.5% | 29.9 | 27.4 | -8.5% | 29.9 |
| Revenue Vehicle Miles (RVM) | 250,374 | 7.1% | 233,668 | 2,830,774 | 0.2% | 2,823,739 |
| Complaints Per 25,000 Rides | 4.37 | -3.3% | 4.52 | 3.76 | -12.7% | 4.31 |
| Accidents per 100,000 Miles | N/A* | | 2.57 | N/A* | | 2.69 |
| On-Time Performance ² | 92.6% | 2.8% | 90.1% | 89.9% | -0.3% | 90.2% |

| Performance Indicator | Jun 2019 | Percent Change | Jun 2018 | Jul 2018 - Jun 2019 | Percent Change | Jul 2017 - Jun 2018 |
|------------------------|-----------|----------------|-----------|---------------------|----------------|---------------------|
| Revenue | \$467,824 | -20.2% | \$586,301 | \$5,108,072 | -9.1% | \$5,618,634 |
| Farebox Recovery Ratio | 16.9% | -35.3% | 26.2% | 18.1% | -17.6% | 22.0% |
| Subsidy per Ride | \$3.43 | 28.1% | \$2.68 | \$2.99 | 10.8% | \$2.70 |

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

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

* - Data not available

** - May 2019, the RTC started using a new passenger counting system. Previously, TransitMaster (TM) was used.

RTC ACCESS Performance Statistics

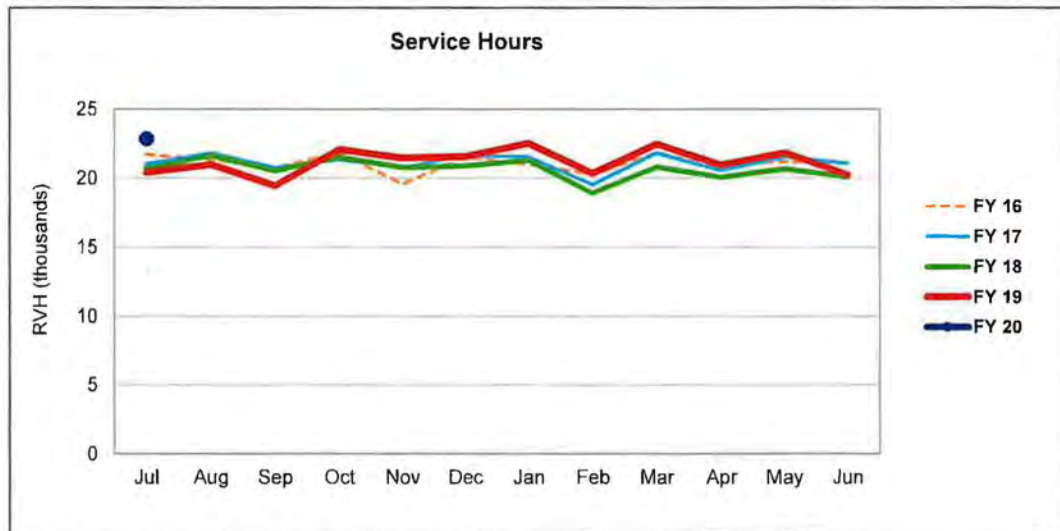
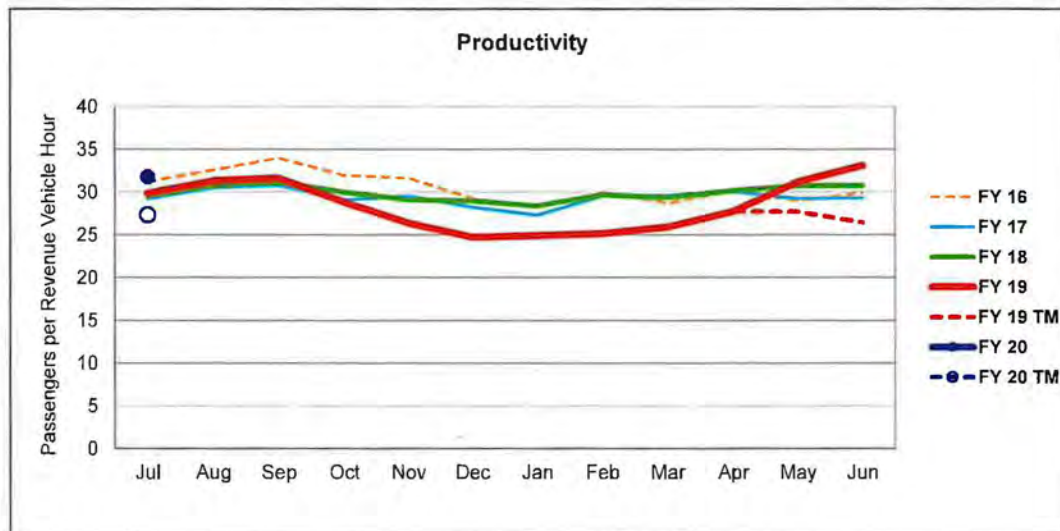
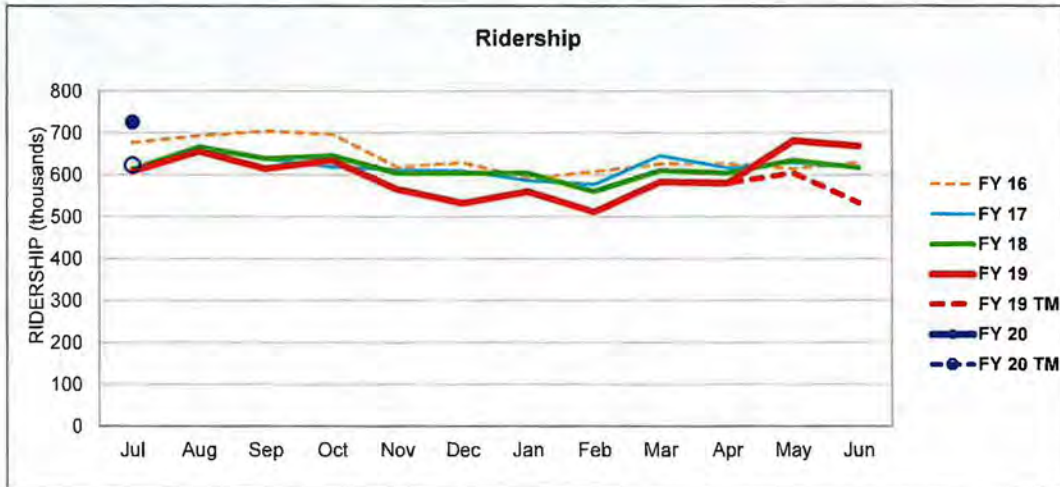
| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|---|--|----------------|-----------|---|----------------|--------------------|
| | July '19 | Percent Change | July '18 | Aug '18 - July '19 | Percent Change | Aug '17 - July '18 |
| Monthly Ridership | 19,435 | -8.7% | 21,285 | 225,063 | -11.2% | 253,330 |
| Weighted Avg. Daily Ridership | 604 | -8.9% | 663 | 607 | -4.6% | 636 |
| Revenue Vehicle Hours | 8,355 | -5.4% | 8,828 | 101,817 | 4.8% | 97,145 |
| Passenger per Revenue Vehicle Hour (does not include taxi data) | 2.33 | 3.2% | 2.26 | 2.13 | -9.1% | 2.34 |
| Revenue Vehicle Miles (RVM) | 146,123 | 6.0% | 137,813 | 1,689,152 | 8.3% | 1,559,974 |
| Complaints per 1,000 Rides | 0.57 | -39.8% | 0.94 | 0.57 | -21.7% | 0.73 |
| ADA Capacity Denials | 0 | 0.0% | 0 | 0 | 0.0% | 0 |
| Other Denials | 0 | 0.0% | 0 | 1 | -96.8% | 31 |
| Accidents per 100,000 Miles | 0.68 | 0.0% | 0.00 | 0.69 | 32.7% | 0.52 |
| On-Time Performance (does not include taxi data) | 89.6% | -1.6% | 91.1% | 92.9% | 0.2% | 92.8% |
| Taxi On-Time Performance | 0.0% | -100.0% | 97.8% | 43.7% | -54.2% | 95.4% |
| Performance Indicator | Mar '19 | Percent Change | Mar '18 | July '18 - Mar '19 | Percent Change | July '17 - Mar '18 |
| Revenue* | \$185,548 | 12.1% | \$165,465 | \$1,578,574 | 7.2% | \$1,472,719 |
| Farebox Recovery Ratio* | 24.23% | 14.29% | 21.20% | 24.61% | 13.57% | 21.67% |
| Subsidy per Passenger* | \$20.34 | 1.0% | \$20.13 | \$19.22 | -6.4% | \$20.53 |

*March 2019 data is the latest available.

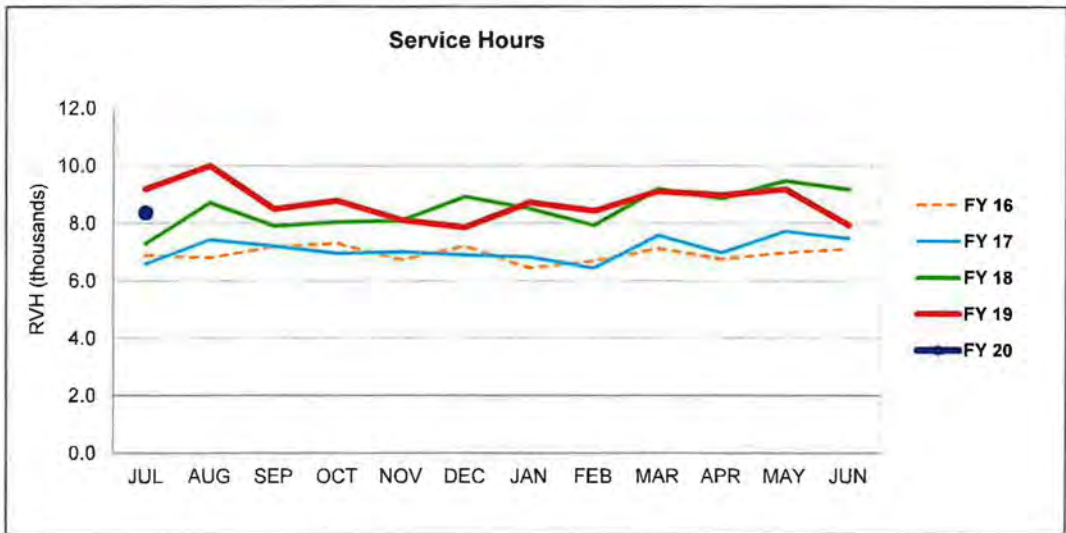
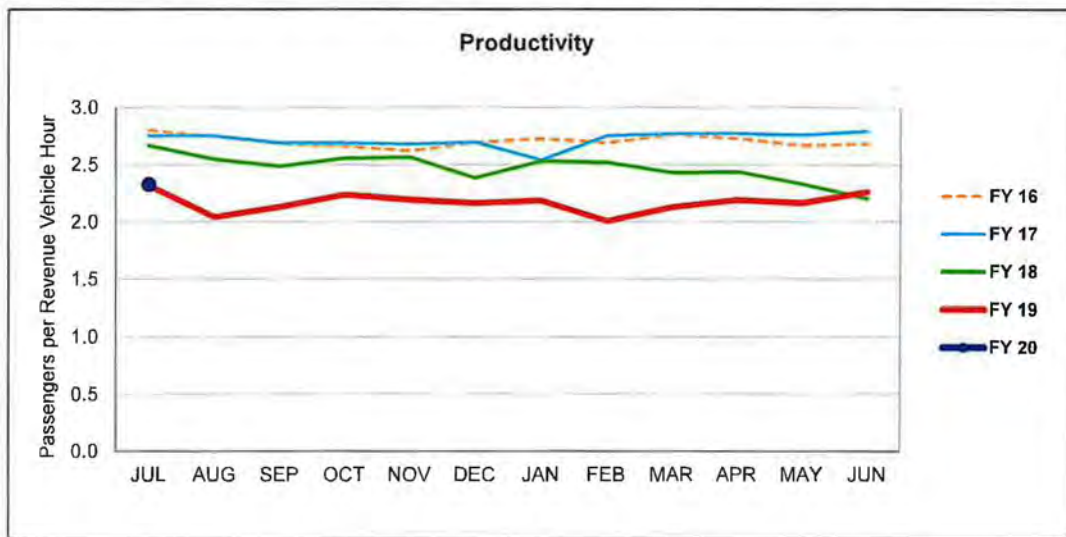
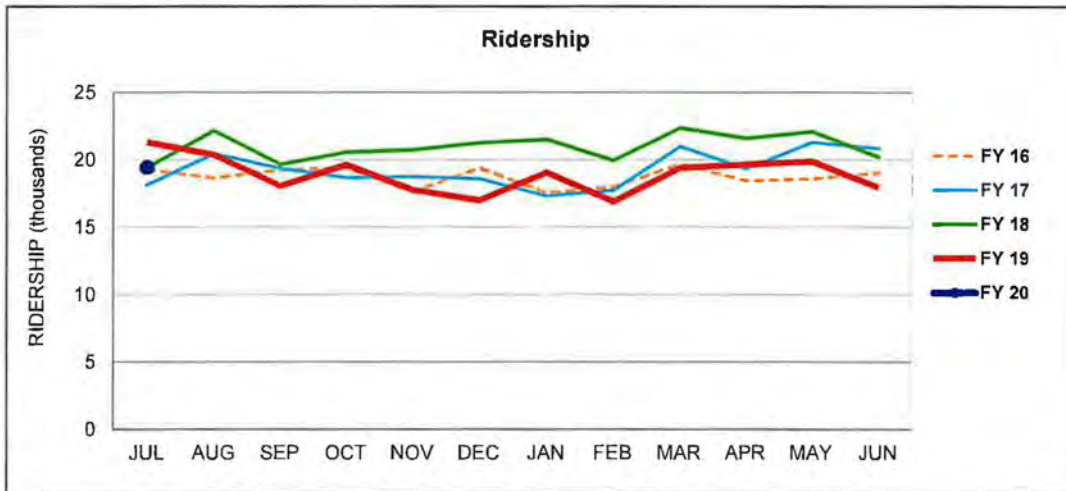
TART Performance Statistics

| Performance Indicator | Current month compared with same month last year | | | Current 12-months compared with previous year | | |
|-------------------------------|--|----------------|----------|---|----------------|---------------------|
| | Jul 2018 | Percent Change | Jul 2018 | Aug 2018 - Jul 2019 | Percent Change | Aug 2017 - Jul 2018 |
| Monthly Ridership | 3,834 | -12.2% | 4,368 | 46,373 | 12.4% | 41,267 |
| Weighted Avg. Daily Ridership | 127.9 | -9.1% | 140.6 | 129.1 | 13.9% | 113.3 |
| Revenue Vehicle Hours (RVH) | 377 | 24.7% | 303 | 4,416 | 3.9% | 4,248 |
| Rides per RVH | 10.2 | -29.6% | 14.4 | 10.5 | 8.1% | 9.7 |
| Revenue Vehicle Miles (RVM) | 8,224 | 24.7% | 6,595 | 94,603 | 2.1% | 92,628 |
| Revenue | \$4,505 | -12.7% | \$5,161 | \$47,743 | -0.5% | \$47,962 |
| Farebox Recovery Ratio | 9.7% | -31.7% | 14.3% | 9.0% | -7.9% | 9.8% |
| Subsidy per Ride | \$10.89 | 53.3% | \$7.10 | \$10.38 | -3.0% | \$10.71 |

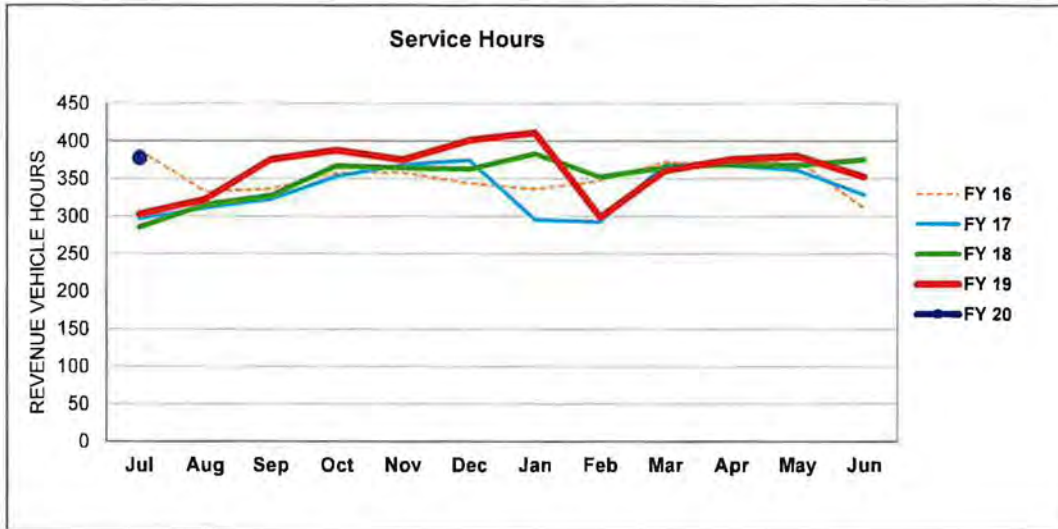
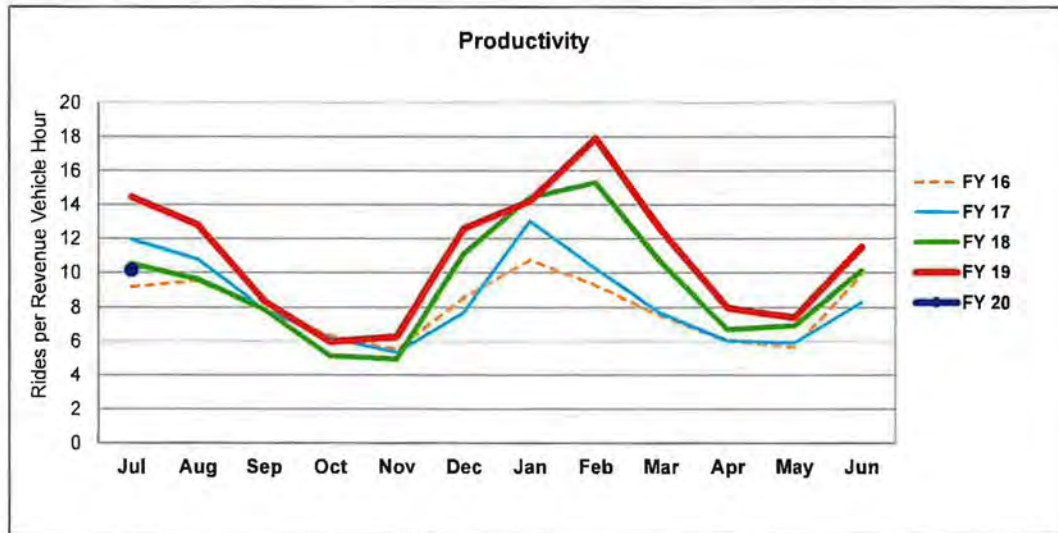
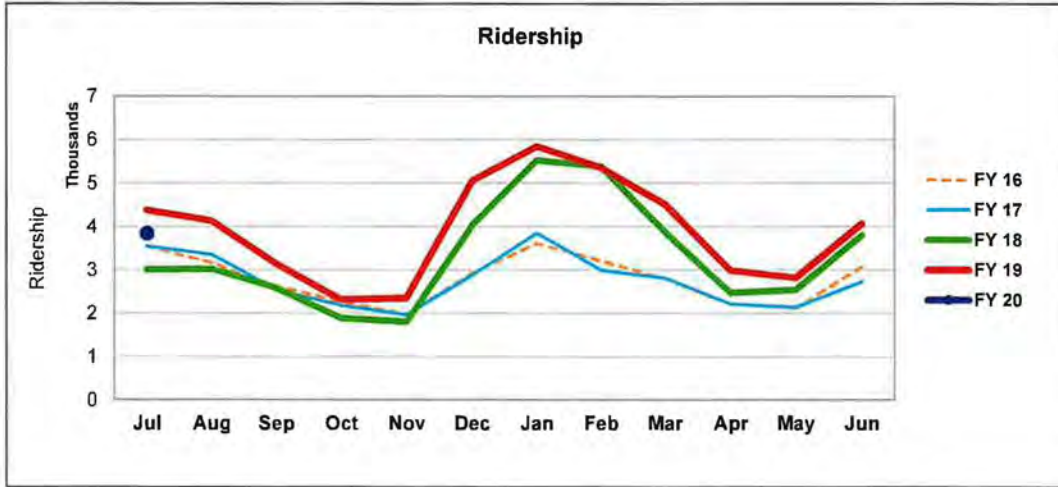
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

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

for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

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

South Meadows Multimodal Transportation Study

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

University Area Multimodal Transportation Study

The University Area Multimodal Transportation Study started after the approval of the Professional Services Agreement with Kimley-Horn on March 19. This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it will include an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District.

The project team met with staff from the University of Nevada Reno and City of Reno to discuss project details. The project Technical Advisory Committee had a kick-off meeting on April 24th. The project team conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity on May 2nd and 3rd. Pop-up meetings were held in front of the Joe Crowley Student Union building and in Idlewild Park for the Food Truck Friday Event to engage the community to provide their comments and concerns. The first public meeting was held on June 27th at Evelyn Mount North Northwest Community Center. An online public input survey was open until July 22nd to collect comments and concerns regarding transportation in the university area.

ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team is in the process of reviewing and commenting on the draft report. Staff will be asking these different stakeholders to provide input and comment on the draft plan prior to it being finalized. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. There will be a public open house on October 24, 2019, to share the final draft Plan with the public. This project is on schedule.

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

The RTC Board approved of the Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., and a notice to proceed has been issued. Additional schedule updates will be provided in the October department report.

Bicycle and Pedestrian Planning

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

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

Vision Zero

- The Board of Health was given a presentation on August 22nd and they moved to support the goal of zero fatalities by 2030 and also adopted a Resolution to support Vision Zero's action plan and application to become a Vision Zero Community.
- August 26, 2019, The City of Sparks adopted a Resolution to support the Vision Zero goal of Zero Fatalities by the year 2030 and to support the Action Plan.
- Vision Zero Task Force will present at the 2019 State Safety Summit in October.

MPO Certification Review

Staff has been coordinating with representatives of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) in an effort to prepare for a pending Metropolitan Planning Organization (MPO) Certification Review on September 24th and 25th. It is anticipated that the results of the certification review will be presented to the Board after the documentation has been finalized.

Sustainability Planning

RTC continues to advance initiatives outlined in the RTC Sustainability Plan through the Green Team comprised of agency staff, such as the Sustainable Purchasing Policy and the tracking of paper usage in an effort to achieve a ten percent reduction. RTC also participates in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

RTC Affordable Housing Study

The project team has developed an inventory of potential candidate sites for affordable housing near transit routes and is conducting additional community outreach to gather input. A preliminary list of sites was presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee, as well as the project stakeholder group. A summary of this information was presented at a public meeting held on September 12 at the McKinley Arts & Culture Center. RTC shared information about the study at the Mayor's Town Hall of Housing on September 4.

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 August Board meeting:

- Washoe County – 0
- City of Reno – 2
- City of Sparks – 0

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from August 15 – September 25:

| | |
|-----------|---|
| August 15 | Ferrari Lund Meeting - RTC Update |
| August 15 | Virginia Street Project Information Office Hours |
| August 15 | Northern Nevada Government Entities - Shared Federal Framework and Federal Priorities |
| August 19 | Berkshire Hathaway Meeting - RTC Update |
| August 20 | Virginia Street Project Information Office Hours |
| August 20 | Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information |
| August 21 | Reno Planning Commission - RRIF Presentation and Approval |
| August 22 | Virginia Street Project Information Office Hours |
| August 22 | Washoe County Board of Health Meeting Vision Zero Outreach |
| August 23 | Food Truck Fridays Booth - Vision Zero Outreach, UNR Study Outreach |

August 26 Sparks City Council Meeting - RRIF 2nd Reading, presentation, public hearing
August 26 Sparks City Council Meeting - Vision Zero presentation
August 27 Northern Nevada CCIM Chapter: Infrastructure Growing Pains Panel
August 27 Dickson Realty Associates – RTC Update
August 27 Virginia Street Project Information Office Hours
August 27 Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
August 27 North Valley’s Developers’ Summit – RTC Overview of Area Projects
August 28 Harcourts Real Estate – RTC Update
August 29 Virginia Street Project Information Office Hours
September 1-2 Don’t Drive, Arrive! Best in the West Nugget Rib Cook-Off
September 3 Washoe County Planning Commission - RRIF Presentation and Approval
September 3 Senior Fest - Transit, FlexRIDE, Vision Zero Outreach
September 4 Washoe County Senior Center Weekly Outreach Booth -Taxi Bucks and General Transportation Information
September 4 RE/MAX Realty Affiliates – RTC Update
September 4 Reno Mayor's Town Hall on Housing – Affordable Housing and Vision Zero Booths
September 5 RTC Technical Advisory Committee (TAC) Meeting
September 5 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
September 6-8 Don’t Drive, Arrive! Great Reno Balloon Race - Event Park-and-ride Shuttle
September 7 Don’t Drive, Arrive! Reno Air Races Take-Off Event Free RIDEs on Route 7
September 10 Washoe County Commission Meeting - RRIF 1st reading and numbering of ordinance
September 10 Washoe County Commission Meeting - Vision Zero Outreach
September 11 Don’t Drive, Arrive! Reno Air Races Route 7 Free RIDE Opportunities
September 11 Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
September 12-15 Don’t Drive, Arrive! Reno Air Races on Route 7
September 12 Affordable Housing Study Community Meeting and Open House
September 18 Washoe County Senior Center Weekly Outreach Booth Taxi Bucks and General Transportation Information
September 19 Vision Zero Truckee Meadows Task Force Regional Meeting
September 24 Washoe County Commission Meeting - RRIF 2nd reading, presentation, public hearing
September 25 Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information

Media Relations & Social Media

The RTC issued 13 news releases and participated in 14 media interviews on various topics, including the Virginia Street Project, lane and road closures on Vista Blvd. for pavement maintenance, RTC administrative offices closed and transit on a Sunday schedule for Labor Day, the Regional Transportation Improvement Program comment period, 1st Street and Lake Street

closures for roadway reconstruction, transit opportunities for Nevada Wolf Pack home games, pedestrian fatalities up 100% in Washoe County, the new UNR-Midtown Direct transit route, Sparks roadways receiving pavement treatments, the reconstruction of State Street in Reno and more.

Social media was used to promote staying safe on Labor Day weekend, career opportunities at the RTC, RTC administrative offices closed and transit on a Sunday schedule for Labor Day, the Regional Transportation Improvement Program comment period, 1st Street and Lake Street closures for roadway reconstruction, transit opportunities for Nevada Wolf Pack home games, pedestrian fatalities up 100% in Washoe County, the new UNR-Midtown Direct transit route, Sparks roadways receiving pavement treatments, the reconstruction of State Street in Reno, weekly Virginia Street Project update videos, and the RTC Board meeting.

Social media metrics for the month of August: 71,449 impressions on Facebook, Twitter, YouTube and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, California/Keystone intersection improvements complete, Microtransit/FlexRIDE, and the new UNR-Midtown Direct service.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues.

Nevada Department of Transportation (NDOT)

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

Statewide Transportation Planning

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

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


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Appointments to the Citizens Multimodal Advisory Committee

RECOMMENDATION

Approve the recommended appointment and alternate appointments to the Citizens Multimodal Advisory Committee (CMAC):

- Jillian Keller (Term through June 2022)
- Mike Soszynski (Alternate)
- Mauricio Urias (Alternate)

SUMMARY

This action will appoint one regular member and two alternate members to the CMAC. There is currently a vacancy on the CMAC and there are no alternate members. Jillian Keller will be appointed for a partial term. Appointments will be effective October 2019.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

The CMAC policies call for membership to be comprised to the extent possible of the following:

- Four individuals who use RTC RIDE
- Two individuals who use RTC ACCESS
- Four individuals who represent bicycle/pedestrian
- Five individuals who represent general multimodal transportation

With the recommended appointments the committee membership will be as follows:

- Three individuals who use RTC RIDE
- Two individuals who use RTC ACCESS
- Three individuals who represent bicycle/pedestrian
- Seven individuals who represent general multimodal transportation

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO


for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

| <u>Invitations for Bids (IFB)</u> | |
|---|--------------------|
| Project | Due Date |
| TE Spot 8 Intersection Improvements – Package 1 | September 12, 2019 |

REQUEST FOR PROPOSALS (RFP)

There were no Requests for Proposals.

REPORT ON BID AWARDS

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

| Project | Contractor | Award Date | Contract Amount |
|--------------------------------------|----------------------------------|-------------------|------------------------|
| ITS Phase 2B | PAR Electrical Contracting, Inc. | September 3, 2019 | \$1,070,250 |
| Installation of Ariel CNG Compressor | Trillium CNG | August 19, 2019 | \$139,378 |
| Traffic Count Program | Traffic Data, Inc. | August 22, 2019 | \$100,000 |

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

There were none.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Stephanie Haddock
Director of Finance


for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Management Policy P-13 – Procurement, Contracting and Contract Administration

RECOMMENDATION

Approve amendments to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration, effective October 1, 2019.

SUMMARY

On June 15, 2018, the Commission approved amendments to RTC Management Policy P-13 to make the policy more clear, concise and understandable, and reflect changes to federal and state procurement requirements. The amended policy became effective on July 1, 2018.

Since that time, there have been further changes to federal and state procurement requirements that provide more flexibility to local governments. The Nevada legislature adopted Senate Bill 86 which became effective as of July 1, 2019; federal statutory changes from the Office of Management and Budget became effective in 2018. These changes increased the dollar threshold limits for what are considered smaller contracts with less formal competition and procedural requirements.

At the same time, staff has continued to review RTC Management Policy P-13 along with other organizational procedures and processes relating to procurement and contracting. As part of that effort, the Finance Department hired an outside consultant, Matsumoto Consulting, LLC, to assist with further revisions to the policy and development of a procedure manual and core process forms and templates. As a result of those efforts, staff anticipates implementing a new procedure manual on or soon after October 1, 2019, and will begin using new process forms and templates at that same time.

Staff and its outside consultant recommend the amendments to RTC Management Policy P-13 shown in the attached redline document (Attachment A). Some changes are intended to make this a purely policy document by separating out procedural elements; other changes are intended to improve the efficiency and effectiveness of staff level activities by aligning the policy requirements more closely with current federal and state law and common practice of other local governments. The following is a list of the substantive changes:

- The Executive Director (or designee) will have sole authority to authorize emergency procurements. Sec. 2.3. The original policy provided limited authority to Department Directors to authorize emergency procurements.
- This policy clarifies that Board authorization prior to soliciting proposals is only required for procurements of professional services. Sec. 2.4. With regards to other goods and services, staff can solicit bids or proposals without prior Board authorization.
- The threshold limits for authority to exercise options has been increased for Department Directors and the Executive Director. Sec. 4.2. The result is that staff will be able to exercise options that have previously been approved by the Board without further Board action.
- This policy now expressly includes a provision regarding the use of contingency. Sec. 4.3.
- The threshold limits for authority to approve contract amendments has been increased for the Executive Director to mirror the threshold limits for change orders. Sec. 4.5. The original policy required that any amendment, regardless of the dollar amount, be approved by the board when the total contract amount was greater than \$150,000.
- The provisions regarding the procedures for the routing and review of contract documents have been removed and will instead be addressed in the new procedure manual. Sec. 3.1; Sec. 4.8.
- Exhibit A has been amended to increase the threshold limits for requiring more burdensome procurement methods as a result of recent changes to federal and state law. The result is that in the case of smaller contracts, staff will be able to purchase goods and services faster using less burdensome procurement methods.
- Exhibit B has been amended with regard to post-award protests to clarify that staff may proceed with execution and performance of awarded contracts.

The amendments to RTC Management Policy P-13 are the result of interdepartmental discussions and cooperation. All RTC Directors and supervisors, and most other staff, were given the opportunity to comment and provide input. As staff begins to use this amended policy, any additional comments will be addressed and the policy will be brought back to the Commission for further amendment as necessary.

FISCAL IMPACT

Funding for this item is included in the approved FY 2020 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

June 15, 2018 Approved Revisions to RTC Management Policy P-13

Attachment

RTC Management Policy P-13

Approved: August 4, 1986

Revised: November 19, 1999

Revised: November 19, 2004

Revised: October 20, 2006

Revised: February 10, 2009

Revised: June 15, 2018

Revised: September 20, 2019

Approved: _____

MANAGEMENT POLICY

SUBJECT: PROCUREMENT, CONTRACTING AND CONTRACT ADMINISTRATION

PURPOSE

The purpose of this Management Policy is to define authorities and responsibilities for the procurement, contracting and contract administration activities of the Regional Transportation Commission (RTC). This Management Policy applies to public works and the purchase of materials, goods and services. This Management Policy does not apply to:

- Purchases of real property
- Purchases of fuel, utilities, and municipal services
- Acquisition of right-of-way
- Disposal of surplus property
- Purchases of annual maintenance licenses for existing software
- Letting of revenue contracts
- Selection of public-private partnerships
- Interlocal or cooperative agreements
- Employment matters

In carrying out its procurements, RTC will comply with applicable state and federal procurement requirements including the Nevada Revised Statutes (N.R.S.), the United States Code (U.S.C.), and procurement requirements of the Nevada Department of Transportation (NDOT), U.S. Department of Transportation (USDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). As state and federal procurement requirements are amended, this policy will be amended to conform. In the event of a conflict between this policy and state or federal procurement requirements, RTC will comply with the state and federal procurement requirements.

Part 1 - General

1.1 Legal Framework

All RTC contracts must be procured in accordance with N.R.S. 332, N.R.S. 338, N.R.S. 625, and any other applicable state laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by FTA must be procured in accordance with 2 C.F.R. 200, 49 U.S.C., 49 C.F.R., other FTA requirements, and any other applicable federal laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by NDOT on behalf of FHWA must be procured in accordance with 2 C.F.R. 200, 23 U.S.C., 23 C.F.R., other FHWA requirements, NDOT's Local Public Agency Program, and any other applicable federal laws and regulations.

1.2 Business Objectives

RTC will use best efforts to achieve the following business objectives:

- Minimize reasonably foreseeable risks, and eliminate unreasonable or unnecessary risks
- Maximize the public value generated from the expenditure of public funds
- Build strong and lasting relationships with contractors, and cultivate a competitive marketplace for goods and services

1.3 Standards of Conduct

The Executive Director will develop and maintain standards of conduct governing full and open competition, conflicts of interest, prohibited uses of confidential information, and discipline for violations of those standards.

1.4 Disadvantaged Business Enterprise Program

RTC will actively encourage and assist Disadvantaged Business Enterprises (each a DBE) to participate competitively in procurement actions. Encouragement and assistance will be provided pursuant to RTC's DBE Program.

1.5 Sustainable Purchasing

RTC's goal is to purchase environmentally preferred products (i.e., produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced) without sacrificing quality and performance. Staff will strive to purchase products that meet or exceed United States Environmental Protection Agency standards and other more stringent environmental standards and certifications.

Part 2 - Procurement

2.1 Procurement Methods

State and federal procurement requirements may authorize one or more procurement methods depending on the source of funds to be used, the estimated amount of the contract (annual amount and/or total amount), the type of materials, goods or services being procured, and/or other factors.

Staff is authorized to use the procurement methods identified in Appendix A. Staff will select the procurement method that is most appropriate for achieving the business objectives of the RTC. The Executive Director is responsible for developing and implementing procedures for staff to select and use the most appropriate procurement method.

2.2 Contracts Not Adapted to Award by Competitive Bidding

The Nevada Legislature has declared that certain contracts by their nature are not adapted to award by competitive bidding. See N.R.S. 332.115. The Executive Director is authorized to determine if and when one of those contracts is not subject to the competitive bidding requirements in N.R.S. Chapter 332.

If only local/state funds will be used, the Executive Director may determine the appropriate level of competition and direct staff to use an appropriate procurement method in Appendix A. If any federal funds will be used, federal competition requirements will still apply unless a federally recognized exception exists. See Appendix A, Sec. 9.

2.3 Emergency Purchases

In the case of an "emergency" (as defined in state and federal procurement requirements), staff may enter into contracts necessary to contend with the emergency without complying with the requirements of this Management Policy if the Executive Director determines that an emergency exists. See N.R.S. 332.112; N.R.S. 338.011. The following are the threshold levels for authorizing emergency purchases:

| Contract Amount | Authority |
|---|---------------------------------|
| Estimated Contract Amount ≤ \$5,000 | Department Directors |
| Estimated Contract Amount > \$5,000 | Executive Director |

~~If the total contract amount exceeds \$50,000, t~~he Executive Director must report the action to the Board at its next regularly scheduled meeting. N.R.S. 332.112(2); N.R.S. 338.011(2).

2.4 Procurement Authorization

Procurements must be authorized by a Department Director prior to solicitation. ~~The following are the threshold levels for authorizing procurements:~~

| Contract Amount | Authority |
|--|---------------------------------|
| Estimated Contract Amount ≤ \$50,000 | Department Directors |
| Estimated Contract Amount > \$50,000 | Executive Director |
| | Board |

~~When~~ Board authorization is also required prior to solicitation for procurements of professional services using either Competitive Proposal Procedures (RFP), Qualifications-Based Proposal Procedures (RFQ), or Qualified List Procedures. See Appendix A, ~~staff will present the solicitation document to the Board.~~

2.5 Contract Award

Contracts must be awarded prior to execution. The following are the threshold levels for ~~awarding~~ approving a recommendation to award a contracts:

| <u>Contract Type/Amount</u> | <u>Authority</u> |
|--|-----------------------------------|
| Contracts Awarded by Formal Bidding Procedures (IFB) | Executive Director |
| Contracts involving for Construction Managers at Risk | Board |
| Contracts involving for Design-Build Teams | <u>Board</u> |
| Contracts Awarded by Other Procurement Methods | |
| Contract Amount ≤ \$5,000 | Department Directors s |
| \$5,000 < Contract Amount ≤ \$50,000 | Executive Director |
| Contract Amount > \$50,000 | Board |

Staff will provide notice of the recommendation to award and intent to award at least seven (7) business days prior to award when required by the protest procedures in Appendix B. When the Executive Director or a Department Directors approves a recommendation to award a contract, staff will inform the Board of the award at its next regularly scheduled meeting. When Board action is required to approve a recommendation to award a contract, staff will present the ~~form contract and all~~ material terms to the Board.

2.6 Protest Procedures

Staff will follow the protest procedures in Appendix B to ensure uniform, timely and equitable consideration of protests to procurement actions. To the greatest extent permitted by law, the protest procedures in Appendix B are the exclusive means to protest RTC procurement actions.

Part 3 – Contracting

3.1. Contract Routing and Review

Contracts must be reviewed internally prior to execution in order to ensure that all contracts are sound and complete agreements.

~~The following are the threshold levels for necessary internal review and sign off prior to execution:~~

| Contract Amount | Sign Off |
|--|---------------------------------------|
| Amount ≤ \$5,000 | Department Director |
| Director of Finance | |
| \$5,000 < Contract Amount ≤ \$25,000 | Department Director |
| Director of Finance | |
| Executive Director | |
| \$25,000 < Contract Amount ≤ \$250,000 | Director of Legal Services |
| Department Director | |
| Director of Finance | |
| Executive Director | |
| Contract Amount > \$250,000 | Chief Counsel |
| Department Director | |
| Director of Finance | |
| Executive Director | |

3.2. ~~Contract~~ Execution

Contracts must be executed in order to be binding and effective. The following are the threshold levels for ~~execution~~executing contracts:

| <u>Contract Amount</u> | <u>Authority</u> |
|--|----------------------|
| Total Contract Amount ≤ \$5,000 | Department Directors |
| Total Contract Amount > \$5,000 | Executive Director |

Contracts ~~documents~~ may be executed in paper or electronic format, as appropriate.

3.3. Purchase Orders

Purchase orders must be issued before either party proceeds with contract performance. Purchase orders cannot be issued until staff has confirmed that there is a fully executed contract.

Part 4 - Contract Administration

4.1 Contract Administration System

The Executive Director is responsible for developing and implementing a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of contracts and purchase orders.

The threshold levels in this Part 4 for authorizing and approving contract actions may be changed for individual contracts by official Board action.

4.2 Options

When appropriate, contracts should include options to purchase specified materials, goods and services at specified prices with procedures for exercising those options. The following are the threshold levels for authorizing and approving the exercise of options:

| <u>Cumulative Amount of Option(s) Exercised</u> | <u>Authority</u> |
|---|---------------------------------|
| <u>Cumulative Amount \leq \$50,000</u> | <u>Department Director</u> |
| <u>Cumulative Amount $>$ \$50,000</u> | <u>Executive Director</u> |
| Cumulative Amount \leq \$5,000 | Department Directors |
| \$5,000 $<$ Cumulative Amount \leq \$50,000 | Executive Director |
| Cumulative Amount $>$ \$50,000 | Board |

Options must be exercised before either party proceeds with performance.

4.3 Contingency

When appropriate, contracts may include line item contingency amounts. The Department Director must authorize and approve any use of contingency amounts.

4.34.4 Change Orders

When appropriate, contracts should include a changes clause with procedures for preparing and processing contract changes that are within the general scope of the original contract, i.e., change orders. ~~Change orders must be authorized and approved prior to execution.~~ The following are the threshold levels for authorizing and approving change orders:

| <u>Contract Amount</u> | <u>Authority</u> |
|---|---|
| Original Contract Amount < \$100,000 | Executive Director may authorize change orders up to an aggregate/cumulative amount of \$25,000. |
| \$100,000 < Original Contract Amount ≤ \$1,000,000 | Executive Director may authorize <u>and approve</u> change orders up to an aggregate/cumulative amount of 25% of the Original Contract Amount or \$100,000, whichever is less. Board must approve change orders in excess of that amount. |
| Original Contract Amount > \$1,000,000 | Executive Director may <u>authorize and</u> approve change orders up to an aggregate/cumulative amount of 10% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount. |

~~Change orders must be executed before either party proceeds with performance.~~ Contract changes that are not within the general scope of the original contract are “cardinal changes” and are prohibited.

4.44.5 Modifications

Contract modifications that will not create additional financial or legal obligations for RTC, including but not limited to clarifying language and “no cost” extensions of the period for performance, can be authorized and approved by the Executive Director.

4.54.6 Amendments

Contract amendments that will create additional financial or legal obligations for RTC must be authorized and approved prior to execution. ~~The following are the threshold levels for authorizing and approving contract amendments:~~ Executive Director may authorize and approve amendments up to an aggregate/cumulative amount of 10% of the original contract amount or \$50,000, whichever is less. The Board must approve amendments in excess of that amount.

| Contract Amount | Authority |
|---|---------------------------------|
| Contract Amount (as amended) ≤ \$50,000 | Department Directors |
| \$50,000 < Contract Amount (as amended) ≤ \$150,000 | Executive Director |
| Contract Amount (as amended) > \$150,000 | Board |

~~Amendments must be executed before either party proceeds with performance.~~ Contract changes that are not within the general scope of the original contract are “cardinal changes” and are prohibited.

4.64.7 Settlement of Disputes

Contract disputes may be resolved by settlement agreements. Settlements must be authorized and approved prior to execution. The following are the threshold levels for authorizing and approving settlements:

| <u>Settlement Amount</u> | <u>Authority</u> |
|------------------------------|--------------------|
| Settlement Amount ≤ \$50,000 | Executive Director |
| Settlement Amount > \$50,000 | Board |

4.74.8 Routing and Review

Contract documents (i.e., options, change orders, modifications, amendments, and settlements) must be reviewed internally prior to execution in order to ensure that all contracts documents are sound and complete agreements. ~~The following are the threshold levels for necessary internal review and sign-off prior to execution:~~

| Amount/Type | Sign-Off |
|-----------------------------|--------------------------------|
| Amount ≤ \$5,000 | Department Director |

| | | |
|-----------------------|------------------------------|-------------------|
| | Director of Finance | |
| Legal Services | \$5,000 < Amount ≤ \$250,000 | Director of |
| | Department Director | |
| | Director of Finance | |
| | Executive Director | |
| | Amount > \$250,000 | Chief Counsel |
| | Department Director | |
| | Director of Finance | |
| | Executive Director | |
| Services | Contract Modifications | Director of Legal |
| | Director of Finance | |
| | Executive Director | |
| | Settlements | Chief Counsel |
| | Director of Finance | |
| | Executive Director | |

4.84.9 Execution

Contract documents (i.e., options, change orders, modifications, amendments, and settlements) must be executed in order to be binding and effective. When the Department Director has party authority to approve the contract action, the Department Director shall execute the appropriate documents. When the Executive Director is required to approve the contract action, the Executive Director shall execute the appropriate documents. When the Board is required to approve the contract action, the Executive Director shall execute the appropriate documents after the Board approves. The following are the threshold levels for execution:

| | | |
|--|--------------------|----------------------|
| | <u>Amount/Type</u> | <u>Authority</u> |
| | Amount ≤ \$5,000 | Department Directors |
| | Amount > \$5,000 | Executive Director |

~~Contract Modifications~~ Executive
Director

~~Settlements~~ Executive Director

~~Contract d~~ Documents may be executed in paper or electronic format, as appropriate.

Appendix A
Procurement Methods

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| 10. Special Procurement Methods | A-7 |

1. Emergency Purchase Procedures

Method: Staff attempts to solicit two or more proposals. If it is not possible to solicit two or more proposals, staff purchases from a single source without competition.

AvailabilityAuthorization: Staff may only use emergency purchase procedures in the case of an "emergency" (as defined in state and federal procurement requirements). In general, an emergency exists if the use of a competitive procurement method would result in a delay causing health, safety or public welfare concerns. See N.R.S. 332.112; N.R.S. 338.011.

2. Petty Cash Procedures

Method: Staff uses the petty cash account to purchase non-inventory items without obtaining competitive quotes.

AvailabilityAuthorization: Staff may purchase non-inventory items with petty cash when the cost is ≤ \$50. Only local/state funds can be used as petty cash.

3. Procurement Card Procedures

Method: Staff uses a Procurement Card (P-Card) to purchase non-inventory items without obtaining competitive quotes.

AvailabilityAuthorization: Staff may purchase with a P-Card pursuant to the RTC P-Card Program when the expenditure is for (i) for authorized training and travel expenditures, (ii) ≤ \$1,000 for Facilities Maintenance expenditures, or (iii) ≤ \$500 for all other expenditures. The total annual expenditures by the holder of the P-Card must be within the spending limits approved by the Department Director. Only local/state funds can be used for the RTC P-Card Program.

4. Micro Purchase Procedures

Method: Staff purchases without obtaining competitive quotes.

AvailabilityAuthorization:

If only local/state funds will be used, staff may purchase from a single source without competition when:

- ~~Estimated Annual Amount Required to Perform Contract ≤ \$25,000~~
- Total Estimated Contract Amount ≤ \$250,000

If any federal funds will be used, staff may purchase from a single source without competition when:

- Total Estimated Contract Amount ≤ ~~\$3,500~~10,000

5. Small Purchase Procedures

Method: Staff purchases after obtaining an appropriate number of proposals (but no less than 2 proposals).

Availability Authorization:

Staff may use small purchase procedures when both of the following conditions are satisfied:

- Estimated Annual Amount Required to Perform Contract ≤ ~~\$50~~100,000; and
- Total Estimated Contract Amount ≤ ~~\$150~~250,000

6. Formal Bidding Procedures (IFB)

Method: RTC advertises an invitation for bids and awards a contract to the lowest responsive and responsible bidder.

Availability Authorization:

Staff must use formal bidding procedures for public works construction projects for which the estimated cost is > \$250,000 unless an alternative special procurement method is authorized. See N.R.S. 338.1389 and N.R.S. 338.147. Staff must also use formal bidding procedures if feasible when:

- Estimated Annual Amount Required to Perform Contract > ~~\$50~~100,000; or
- Total Estimated Contract Amount > ~~\$150~~250,000

Formal bidding procedures are feasible if all of the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the businesses;
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and
- No discussion with bidders is needed to award a contract.

7. Competitive Proposal Procedures (RFP)

Method: RTC advertises a request for proposals and awards a contract to the proposer that submitted the best proposal based on (i) price, or (ii) price and other factors (i.e. "best value").

Availability/Authorization:

If formal bidding procedures are *infeasible*, and no other procurement method is authorized, staff must use competitive proposal procedures when:

- Estimated Annual Amount Required to Perform Contract > \$~~50~~100,000; or
- Total Estimated Contract Amount > \$~~150~~250,000

Formal bidding procedures may be infeasible if one or more of the following conditions exist:

- The contract award will be based on qualitative factors in addition to price, rather than primarily on the basis of price;
- A complete, adequate and realistic specification or purchase description allowing for competition primarily on the basis of price may not be available;
- The contract award amount can only be determined on the basis of costs of the contractor derived from a negotiation process;
- Discussions or negotiations may be needed to address technical requirements as well as proposed cost or price aspects of the bidder's proposal; or
- Other circumstances necessitate a more flexible procurement tool that allows for negotiation.

8. Qualifications-Based Procurement Procedures

Qualifications-based procurement procedures require that price be excluded as an evaluation factor. Qualifications-based procurement procedures (i.e. federal “Brooks Act”/state “mini-Brooks Act” compliant procedures) must be used to procure certain architectural, engineering, and land surveying services specified under federal and state law, regardless of the contract amount. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b); N.R.S. 625.530 and 338.010(17). Qualification-based procurement procedures may not be used to procure any other professional services.

A. Qualifications-Based Proposal Procedures (RFQ)

Method: RTC advertises a request for proposals with price excluded as an evaluation factor. RTC awards a contract to the most qualified firm/consultant/contractor with whom staff can negotiate a fair and reasonable price.

Availability/Authorization:

If only local/state funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under state law. See N.R.S. 625.530.

If any federal funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under federal law. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b).

B. On-Call/Qualified List Procedures

Method: RTC advertises a request for statements of qualifications in certain categories of architectural, engineering or land surveying services specified under state law with price excluded as an evaluation factor. A selection committee ranks the statements of qualifications and develops a list of qualified firms/contractors by category. The Board approves the list. When RTC needs services in a category, staff identifies the most qualified firm/consultant/contractor and attempts to negotiate a fair and reasonable price.

Availability/Authorization: If any federal funds will be used, staff cannot use on-call/qualified list procedures.

If only local/state funds will be used, RTC may use on-call/qualified list procedures to procure a routine scope of services in the following/certain categories such as:

- Engineering and design
- Engineering and construction management during construction
- ~~▪ Independent cost estimating~~
- Traffic engineering
- Land surveying

9. Sole Source Procedures

Method: RTC purchases from a single source without competition.

Availability Authorization:

If only local/state funds will be used, RTC may purchase goods and services from a single source without competition when:

- The Executive Director determines that:

~~The contract by its nature is not adapted to award by competitive bidding, including contracts identified in NRS 332.115(1), and the Executive Director determines that:~~

- The contract by its nature is not adapted to award by competitive solicitation and is not subject to the competitive solicitation requirements of N.R.S. Chapter 332 (including but not limited to contracts identified in N.R.S. 332.115(1)); and
- ~~The contract is not subject to the competitive bidding requirements of NRS Chapter 332; and~~

———— Sole source procedures are most appropriate due to unique factors and circumstances.

- The contract is otherwise not subject to the competition requirements of N.R.S. Chapter 332 pursuant to state law.

If any federal funds will be used, RTC cannot purchase from a single source without competition unless:

- Competitive procedure methods are infeasible; and
- Pursuant to 2 C.F.R. 200.320(c)(2)(v)(f), one or more of the following circumstances apply:
 - The item is available only from a single source;
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from RTC (i.e. the non-federal entity); or
 - After solicitation of a number of sources, competition is determined inadequate.

10. Special Procurement Methods

Method: State and federal law may authorize (and/or require) special procurement methods in some circumstances.

Availability/Authorization:

State and federal law may authorize (and/or require) RTC to use special procurement methods in certain circumstances including, but not limited to, the following:

- Contracts Involving Construction Managers at Risk – N.R.S. 338.1685 et seq.
- Contracts Involving Design-Build Teams – N.R.S. 338.1711 et seq.
- Joinder or Mutual Use of Contracts by Governmental Entities – N.R.S. 332.195
- Purchases through the Purchasing Division of the Department of Administration – N.R.S. 332.135)
- Other State Authorized Special Procurement Methods
- FTA Authorized Special Procurement Methods
- FHWA Authorized Special Procurement Methods
- Specifically Authorized Uses of GSA Federal Supply Schedules

Appendix B
Protest Procedures

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Staff shall post Management Policy P-13 on the RTC website and shall ensure that every solicitation that is required to be advertised/publicized includes the following provision:

Protest Procedures. RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website. RTC will furnish a copy of Management Policy P-13 upon request.

- A. **Scope.** These protest procedures apply to solicitations that are advertised/publicized through Formal Bidding Procedures (IFB), Competitive Proposal Procedures (RFP), or Qualifications-Based Procurement Procedures.¹ These protest procedures are the exclusive means to protest RTC procurement actions.
- B. **Standing.** In order to file a protest, the protester must be an actual or prospective supplier of the goods or services whose direct economic interest would be affected by the award of, or failure to award, a contract.
- C. **Grounds.** Protesters may only protest RTC procurement actions based on an allegation that:
1. RTC failed to comply with state or federal law;
 2. RTC failed to comply with its procurement policies; or
 3. RTC failed to comply with the terms of its solicitation document.
- D. **Costs.** By filing a protest, the protester agrees that RTC will not be responsible for any costs associated with the protest, including any attorney fees, and that the protester shall not be entitled to reimbursement from RTC regardless of the outcome.
- E. **Filing.** Protests must be in writing and filed with RTC by physical delivery to 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The envelope or package should be addressed to "Attn: Procurement Manager."
- F. **Contents.** Protests should be concise, logically arranged, clear and legible and must contain the following:
1. Name, address and telephone number of the protester and a contact person;
 2. Date, title and identification number of the solicitation;
 3. A written statement setting forth with specificity the grounds for the protest and supporting evidence. If the protester later raises new grounds or provides new evidence that reasonably could have been raised or provided earlier, RTC will not consider such new grounds or evidence in the determination of the protest;
 4. A written statement setting forth with specificity the reasons the protester believes the applicable provisions of law, if any, were violated;²
 5. The action or relief desired from RTC; and

¹ N.R.S. 332.068(1); N.R.S. 338.142(1); 2 C.F.R. 200.320.

² N.R.S. 332.068(2); N.R.S. 338.142(2).

6. In the case of solicitations through an IFB or RFP, a protest bond issued by a good and solvent surety authorized to do business in Nevada, in an amount equal to the lesser of:
 - a. Twenty-five percent of the total value of the bid or proposal submitted by the person filing the protest; or
 - b. Two hundred fifty thousand dollars.³

G. Timing and Deadlines

G.1. Pre-bid/pre-proposal Protests.

- ~~1.a.~~ Protests against RTC actions during the solicitation phase must be filed at least five (5) business days prior to the bid opening or proposal due date.
- ~~2.b.~~ The Procurement Manager shall make a determination on the merits of the protest prior to opening bids or evaluating proposals.
- ~~3.c.~~ The Procurement Manager shall provide the determination to all bidders/proposers prior to opening bids or evaluating proposals.

H.2. Pre-award Protests.

- ~~1.a.~~ Staff shall provide notice of its intent to recommend award of the contract to all bidders/proposers at least seven (7) business days prior to award.
- ~~2.b.~~ Protests against the intended award of a contract must be filed within five (5) business days after RTC provides notice of its intent to recommend award.⁴
- ~~3.c.~~ A pre-award protest cannot be on grounds which were known, or with due diligence should have been known, by the protester at the pre-bid/proposal protest deadline.
- ~~4.d.~~ RTC will not award the contract until the Procurement Manager makes a determination on the merits of the protest and presents that determination to the Board or the Executive Director, as applicable, prior to award;⁵ provided, however, that RTC reserves the right to proceed with an award to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.

³ N.R.S. 332.068(3); N.R.S. 338.142(3). This requirement is not applicable to solicitations through Qualifications-Based Procurement Procedures because there is no "total value of the bid" upon which to calculate the amount of the protest bond.

⁴ N.R.S. 338.142(1).

⁵ N.R.S. 332.068(4); N.R.S. 338.142(4).

~~5.e.~~ The Procurement Manager shall provide the final determination to all bidders/proposers at the time of, or prior to, the award if possible.

4.3. Post-award Protests.

~~a.~~ ~~Staff shall provide notice of award of the contract to all bidders/proposers.~~

~~2.a.~~ Post-award protests must be filed within ~~five (5)~~three (3) business days after ~~RTC provides notice~~award of the ~~award~~contract.

~~3.b.~~ A post-award protest cannot be on grounds which were known, or, with due diligence should have been known, by the protester at the pre-award protest deadline.

~~4.c.~~ ~~RTC will not execute the contract until the Procurement Manager makes a determination on the merits of the protest and presents that determination to the Executive Director; provided, however, that RTC reserves the right to execute a~~RTC reserves the right to proceed with the execution or performance of the contract to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.

~~d.~~ The Procurement Manager shall make a determination on the merits of the protest and present that determination to the Executive Director.

~~5.e.~~ The Procurement Manager shall provide ~~the~~final determination to all bidders/proposers stating the action(s) taken on the protest, and the reason for the action(s). The notice shall be provided within five (5) business days of receipt of a post-award protest, if possible.

4.H. Review and Determination.

1. Upon receipt of a protest, Staff will notify the protester that the protest is being reviewed. For FTA funded contracts, the Procurement Manager will notify FTA Region IX, and will keep FTA informed about the status of the protest. For FHWA funded contracts, the Procurement Manager will notify NDOT, and will keep NDOT informed about the status of the protest.
2. The Procurement Manager shall investigate the merits of the protest.
 - a. In its sole discretion, RTC may request additional information from the protester.
 - b. In its sole discretion, RTC may request additional information from other bidders/proposers, and may allow other bidders/proposers to submit comments regarding the merits of the protest.
 - c. In its sole discretion, RTC may schedule an informal conference with all bidders/proposers to discuss the merits of the protest.

- d. In its sole discretion, RTC may summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been previously considered and resolved by RTC in a previous protest.
3. The Procurement ~~Manager shall make a~~Manager's determination on the merits of the protest ~~and present that determination to the Board or the Executive Director, as applicable. The determination~~ must be in writing and contain four parts:
 - a. Summary – Describes the protester, the solicitation, the issue(s) raised, and the determination.
 - b. Background – Describes in more detail the history of the solicitation, the events leading to the protest, the date the protest was received, and the evaluation process.
 - c. Discussion – Identifies the issue(s) raised, the factors considered in reaching the determination, and the rationale for the determination.
 - d. Determination – States the determination and any remedy or subsequent action resulting from the determination, e.g. award, cancellation of the procurement, etc.

K.I. FTA Involvement. For FTA funded contracts, the protester may raise matters that are primarily a Federal concern with the FTA. Matters involving the award of a contract must be raised with FTA within five (5) business days of receipt of RTC's determination on the merits of the protest. ~~If the protester does not raise the matter with FTA within five (5) days of receipt of the determination, the determination shall be deemed final. If the protester does raise the matter with FTA within five (5) days of receipt of the determination, RTC shall notify all bidders/proposers of the pending appeal.~~

L.J. Confidentiality. Materials submitted by a protester will not be withheld from any interested party outside of RTC or from any governmental entity which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester ~~considers~~believes that a protest contains proprietary materials which should be withheld, a statement advising of this fact ~~may~~must be affixed to the front page of the protest and the alleged proprietary information must be so identified wherever it appears. If a protester requests that RTC withhold from disclosure information identified as confidential, and RTC complies with the protester's request, the protester assumes all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless RTC from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the protester information), and pay any and all costs and expenses related to the withholding of the protester's information. The protester shall not make a claim, sue, or maintain any legal action against RTC or its directors, officers, employees, or agents concerning the withholding from disclosure of protester's information.

M.K. Records.

1. Upon receipt of a protest, the Procurement Manager shall establish a separate file in which reasonable and adequate documentation of the protest and outcome shall be maintained.

2. The file should, at a minimum, include the following:
 - a. Notice of intent to award;
 - b. Notice of award;
 - c. The protest;
 - d. Notices to FTA or NDOT, if required;
 - e. Record of timeliness of actions;
 - f. Record of internal or external review of the protest;
 - g. Record of legal review of the protest, if any;
 - h. The Procurement Manager's determination on the merits of the protest;
 - i. Any notices or correspondence provided in connection with the protest.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Judy L. Tortelli
Engineer II


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Approve an Amendment to Task Order # 1 for the Bus Stop Improvement and Connectivity Program 19-01 Project

RECOMMENDATION

Approve an amendment to the existing Task Order #1 under the Master Services Agreement with CA Group, Inc. for design services related to the Bus Stop Improvement and Connectivity Program 19-01 Project in the amount of \$76,440 for a new not-to-exceed amount for \$518,145, and an amendment to the Master services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the amendments.

SUMMARY

CA Group, Inc. was awarded a Master Services Agreement to provide design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for up to three years. Task Order # 1 was issued for projects in the 2019 construction season and includes professional design services in the amount of \$237,810 and optional engineering during construction services in the amount of \$203,895.

The number of easements required for Task Order #1 are greater than originally anticipated. The total number of easements were not determined until the 60% design plans were completed. This amendment will enable RTC's consultant to complete Right-of-Way engineering services as necessary to obtain easements required to construct improvements.

This amendment to Task Order #1 (see Attachment A) adds \$21,460 for additional services under Task 1.0 (Project Management) and \$54,980 for additional services under Task 4.0 (Right-of-Way) for a new not-to-exceed amount of \$518,145. Each amendment to a task order requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement (see Attachment B).

FISCAL IMPACT

Project appropriations are included in the approved FY 2019 and 2020 Budget and Program of Projects as part of the Annual Pavement Preservation Program.

PREVIOUS ACTIONS BY BOARD

| | |
|-------------------|--|
| August 16, 2019 | Acknowledged receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report. |
| March 15, 2019 | Approved a Master Services Agreement with CA Group, Inc. to provide engineering design and construction management services for up to three years; approved Task Order No. 1 for the 2019 construction season. |
| March 15, 2019 | Acknowledged receipt of an update report on bus stop accessibility and improvements. |
| January 18, 2019 | Approved the Fiscal Year (FY) 2020 Street and Highway Program of Projects (POP) |
| November 16, 2018 | Authorized a Request for Qualifications for Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program |

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachments

**Amendment #1 to
Task Order #1
Master Services Agreement**

This Amendment #1 to Task Order #1 is dated and effective as of October 1, 2019, in accordance with the terms and conditions of the Master Services Agreement dated March 25, 2019 as amended on October 1, 2019 (the "Agreement"), by and between the Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT").

RECITALS

WHEREAS, as 90% design plans were being completed for the Bus Stop Improvement and Connectivity Program for the 2019 construction season pursuant to Task Order #1, it was determined that additional right-of-way engineering services effort would be necessary to construct bus stop improvements at multiple sites; and

WHEREAS, the parties have determined that there is a need to amend Task Order #1 in order for CONSULTANT to provide \$21,460 of additional services under Task 1.0 (Project Management) and \$54,980 of additional services under Task 4.0 (Right of Way); and

WHEREAS, RTC's Board of Commissioners approved this Amendment #1 to Task Order #1 on September 20, 2019.

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

1. Section 1. shall be replaced in its entirety with the following:

The term of this Task Order Agreement shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement. The term of this Task Order cannot exceed the term of the Agreement.

2. Section 5. shall be replaced in its entirety with the following:

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

| | |
|---|-----------|
| Total Design Services (Tasks 1.0 to 5.0) | \$309,250 |
| Contingency – Design Services (Task 6.0) | \$5,000 |
| Total OPTIONAL Construction Services (Tasks 7.0 to 9.0) | \$183,895 |
| Contingency – Construction Services (Task 10.0) | \$20,000 |
| Total (Including Optional Services) | \$518,145 |

3. Exhibit A is replaced in its entirety with the version of Exhibit A attached hereto.
4. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.
5. All other provisions of Task Order #1 shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President

Exhibit A

Scope of Services and Schedule

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES

FOR THE

BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM (ICP) PROJECT

TASK ORDER NO. 1 – AMENDMENT NO. 1

The scope of services for this project will generally consist of the following tasks:

1.0 Project Management. CONSULTANT will provide Project Management for the scope of work. The Project Manager will be responsible for the ongoing project coordination of all activities for the duration of the work. The Project Manager shall be a licensed Professional Civil Engineer, Registered in the State of Nevada and provide both design and construction oversight. The Project Manager, Designer and Lead Inspector shall be considered key personnel for this Project. Project Management includes tasks such as:

- Project set-up and administration
- Monthly budget monitoring and invoicing
- Preparation and reporting of project progress and schedule
- Quality assurance on deliverables
- Coordination with the RTC Project Manager

The duration of the project development and design portion of the project is assumed to be twelve (12) months.

2.0 Project Development. Identify constraints, collect data, and perform analysis to determine a reasonable set of improvements.

2.1 CONSULTANT will define a specific set of parameters for improvements to address the following:

- Existing public Right-of-Way (ROW) verification
- Sidewalk connectivity
- Utility adjustments
- Landscape adjustments
- Curb, gutter, driveway, and curb ramp replacement at intersections
- Bus stop pad dimensions
- ADA compliance of improvements

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

will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features if there is 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."

2.2.A 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. CONSULTANT will evaluate potential conflicts through field investigation, investigate conflict resolution strategies and coordinate with the utility agencies for upcoming work, facility relocation/adjustment, and ensure utilities likely affected by the project are indicated on the project plans.

2.2.B Utility Pothole Exploration (OPTIONAL): 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. These services are optional and will be compensated through Section 2.2 by written approval from the RTC Project Manager. One (1) pothole location assumed.

2.3 Field Review and Data Collection. CONSULTANT will perform the following field review and data collection activities:

- Document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.)
- Field measure quantities
- Sidewalk connectivity and accessible pedestrian access route
- Safety review of bus stop locations with recommendations

One hundred (100) bus stop locations are assumed.

2.3.A Surveying. These services will not be provided at all bus stop locations. Some locations may have a more complex design and may require staking to properly locate and construct the improvements. Five (5) sites are assumed to need survey. The following are examples of anticipated survey:

- Existing curb and gutter stakes at 50 foot stations and 25

- foot stations at returns.
- Right-of way boundary for areas around proposed bus stop improvements
- Location of existing storm drains, retaining curbs, sidewalks or walls, utility pull boxes and vaults.

2.4 Cost Estimates. CONSULTANT will prepare a preliminary cost estimate suitable for RTC review. Items identified during Field Review and Data Collection, Task 2.3, will be included in the Cost Estimate.

2.5 Prioritization. CONSULTANT will work with the RTC Project Manager and Transit to further prioritize the list of bus stop improvements.

Deliverables – Report providing documentation that summarizes Project Development activities and decisions made to determine the final set of proposed improvements.

3.0 Design. Sixty (60) bus stop locations are assumed.

3.1 Permitting

3.1.A CONSULTANT shall coordinate with the City of Reno as necessary to determine Encroachment and Excavation Permit requirements. Two (2) Permits will be required for bus stop improvements located within the City of Reno (one (1) permit north of the Truckee River and one (1) permit south)

3.1.B CONSULTANT shall coordinate with the City of Sparks as necessary to determine Encroachment and Excavation Permit requirements. One (1) Permit will be required for bus stop improvements located within the City of Sparks

3.1.C CONSULTANT shall coordinate with the Washoe County as necessary to determine Permit requirements. One (1) Permit will be required for bus stop improvements located within Washoe County.

3.1.D CONSULTANT shall prepare and submit Occupancy Permits for bus stop improvements located on NDOT routes. Five (5) Permits are assumed (one (1) permit for each State Route affected) will be required for bus stop improvements located within NDOT right-of-way.

3.2 Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 100% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel, Designer, Project Manager and RTC Project manager shall attend a field review of some of the more complex bus stop improvements. Discussion topics include

review of design in the field, project plan clarity, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.

3.2.A Prior to 60% submittal, CONSULTANT shall develop construction working day duration estimate and construction phasing plan based on final list of improvements. Define traffic impacts, schedule constraints and reasonable limitations of operations

3.3 60% and 100% Plans, Specifications, and Engineer's Estimate for Agency review

3.3.A Prepare Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the boilerplate 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 be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, and construction/slope limits. Any modification to traffic signal are anticipated to be minimal and limited to pedestrian push buttons and poles. Traffic Signal Modification will be included in the Special Detail Sheets, with the customary information, schedules and symbology. The final plan set will include, as a minimum:

- Title Sheet
- Legend, General Notes, and Abbreviations
- Standard Bus Pad Detail (scales as noted)
- Plan Sheets (at 1"=20' scale). Estimated 2 to 4 locations per plan sheet
- Special Detail Sheets (at 1"=10' scale)
- Standard Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications for bus stop locations located in the limits of the City of Reno, City of Sparks and Washoe County 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 Contract Documents and Technical Specifications for bus stop location located within Nevada Department of Transportation (NDOT) right-of-way will reference the latest edition of the NDOT Standard Specifications for Road and Bridge Construction

(Silver Book) and the NDOT Standard Plans for Road and Bridge Construction for standard construction items. Technical provisions will be prepared for approved deviations from the Silver Book and unique construction items not adequately covered in the Silver Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, NDOT, utility agencies and other affected parties for review at the 60%, 100%, and final stages of completion per the following:

- 60% and 100% Plans – One electronic copy (PDF) on a flash drive or through email to RTC, local entities, utility agencies and other affected parties. Up to two 11"x17" sets will be provided upon request.
- 60% Plans – One electronic copy (PDF) to Washoe County Health District (WCHD). Up to two 11"x17" sets will be provided upon request.
- 60% and 100% Specifications – One electronic copy (PDF) RTC and Local Entities
- 100% Plans – Email electronic copy (PDF) of updated sheet(s) to WCHD as needed
- Final Construction Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC, Local Entities, and utility agencies.
- Final Construction Specification Document – One set each to RTC and Local Entities, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

3.3.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.

3.3.C Utility Agency Coordination. Distribute design review submittals (60% & 100%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments. CONSULTANT will submit areas within NDOT right-of-way to NDOT District 2 Permits, including pre-permitting and final permit review.

3.3.D Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality

control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

4.0 Right-of-Way. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right-of way will be tied to the roadway centerline and existing monuments, as necessary for Permanent Easements. 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.

4.1 Permanent Easements and Temporary Construction Easements. It is estimated approximately forty three (43) parcels will require permanent and/or temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of forty three (43) individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel.

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

Deliverables – property boundary for forty (43) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel.

5.0 Bidding Services

5.1 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.

5.2 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.

- 5.3 Requests for Information (RFI) and Addenda. CONSULTANT will answers to RFIs from the bidders as forwarded and requested by the RTC. If necessary, CONSULTANT will prepare plan sheets or specification for addenda to the bid package.
- 5.4 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.

6.0 Design Contingency (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 5.0. 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.

7.0 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.

7.1 Provide Contract Administration and Project Management 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 specified material certifications, 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

7.2 Construction Surveying. These services will not be provided at all bus stop locations. Surveying will be provided at areas where the construction

activities are performed outside right-of-way and require either an easement or permission to construct. Some location may have a more complex design and may require staking to properly locate and construct the improvements. Twenty sites are assumed need staking; This include the sixty (60) sites for right-of-way and five (5) sites for more complex design. The following are examples of anticipated construction staking:

- Final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Offset stakes for easement and permission to construct agreements.
- Offset stakes for curb cut ramps, storm drains, retaining curbs or walls, pedestrian push button poles, utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

7.3 Inspection

7.3.A Provide Inspector. Provide one full time and one quarter time inspector during all construction activities. 8-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 blueline set of drawings to incorporate contractor record drawing mark-ups

8.0 Materials Testing (OPTIONAL)

8.1 Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements or as directed by the RTC. Materials to be tested will include 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).

- 8.2 Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials and on-site PCC testing & sampling. 120 hours of field testing are anticipated. Laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Testing will also include compressive strength for PCC. Test frequency and methodology shall comply with the latest edition of the Orange Book or as directed by the RTC.

9.0 As-Built Information (OPTIONAL)

- 9.1 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.
- 9.2 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.
- 9.3 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:
 - 9.3.A.1 Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - 9.3.A.2 Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

Deliverables – Electronic copies on CD or Flash drive that contain Daily inspection reports testing results, material submittals and reviews, before and after pictures and as built plans.

10.0 Construction CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 6.0 to 9.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A-2

**SCHEDULE FOR THE
Bus Stop Improvement and Connectivity Program
Task Order No. 1 - Amendment No.1**

| Milestone | Begin | End | Duration |
|------------------------------|--------------|------------|------------------|
| RTC Board Approval | 3/21/2019 | | |
| NTP | 3/25/2019 | | |
| Preliminary Design | 3/25/2019 | 6/26/2019 | 13 Weeks |
| Preliminary Design Submittal | 6/27/2019 | | |
| RTC Review | 6/28/2019 | 7/12/2019 | 2 Weeks |
| Rinal Design and ROW | 7/13/2019 | 11/2/2019 | 16 Weeks |
| Final Design Submittal | 11/3/2019 | | |
| RTC Review | 11/4/2019 | 11/18/2019 | 2 Weeks |
| Finalize Plans | 11/19/2019 | 11/26/2019 | 1 Week |
| Final Plans to RTC | 11/27/2019 | | |
| Advertise | 12/4/2019 | 1/1/2020 | 4 Weeks |
| Pre Bid Meeting | 12/18/2019 | | |
| Bid Opening | 1/1/2020 | | |
| Construction NTP | 2/2/2020 | | 90 Calendar Days |
| Construction Complete | 5/2/2020 | | for Construction |

EXHIBIT B-1 COST PROPOSAL

Project Information: Bus Stop ICP Project - Task Order 1 - Amendment 1
 Consultant Information: CA Group
 Project Manager: Judy Tortelli

| Tasks | | \$170.00 | \$185.00 | \$145.00 | \$97.50 | \$00.00 | \$60.00 | \$160.00 | \$110.00 | | | | |
|---------|--|-------------------------|-----------------|-------------|-------------------------------|-----------------|------------|-------------------|-----------|-------------------|--------------------|---------------------|---------------------|
| Name | | Human Resources (Hours) | | | | | | | | | | | |
| Task No | 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 |
| 1.0 | Project Management | | | | | | | | | | | | |
| | Project Set up and Admin | | 16 | | | | | 16 | | 32 | \$3,920 | | |
| | Monthly Monitoring | 3 | 40 | | | | | 16 | | 59 | \$8,050 | | |
| | Progress and Schedule Reporting | 3 | 40 | | | | | 16 | | 59 | \$8,050 | | |
| | Quality Assurance | 2 | 40 | | | | | | | 42 | \$7,880 | | |
| | Coordination with RTC PM | 2 | 80 | | | | | | | 82 | \$15,760 | | |
| | Hours Subtotal | 10 | 212 | 0 | 0 | 0 | 0 | 48 | 0 | 212 | | | |
| | Cost Subtotal | \$2,300.00 | \$38,960.00 | \$0.00 | \$0.00 | \$0.00 | \$2,880.00 | \$0.00 | \$0.00 | \$0.00 | \$45,140.00 | | |
| 2.0 | Project Development | | | | | | | | | | | | |
| 2.1 | Develop Parameters | | 40 | 16 | 40 | | | | | 96 | \$13,850 | | |
| 2.2 | Utility Investigation | | 16 | 8 | 16 | | | | | 40 | \$5,680 | | |
| 2.2 A | Utility Coordination | | 40 | | | | | | | 40 | \$7,400 | | |
| 2.2 B | Patrol (OPTIONAL) | | | | | | | | | 0 | \$0 | | \$1,000 |
| 2.3 | Field Review/Data Collection | 2 | 16 | 30 | 32 | | | 16 | 8 | 104 | \$21,430 | | \$6,000 |
| 2.4 | Cost Estimates | 2 | 8 | 8 | 24 | | | | | 40 | \$6,260 | | |
| 2.5 | Investigation | 1 | 8 | 8 | 24 | | | | 4 | 44 | \$6,180 | | |
| | Hours Subtotal | 5 | 128 | 80 | 120 | 0 | 20 | 16 | 0 | 450 | | | |
| | Cost Subtotal | \$1,150.00 | \$22,680.00 | \$8,700.00 | \$22,620.00 | \$0.00 | \$1,680.00 | \$3,560.00 | \$0.00 | \$0.00 | \$40,390.00 | | \$7,000 |
| 3.0 | Design | | | | | | | | | | | | |
| 3.1 | Permitting | | 60 | | | | | | | 60 | \$11,100 | | |
| 3.2 | Constructability Review | 2 | 16 | 8 | 8 | | | | | 42 | \$6,240 | | |
| 3.3 | 50% and 100% Plans | 8 | 60 | 120 | 400 | | | | 4 | 600 | \$89,520 | | |
| | Hours Subtotal | 10 | 136 | 128 | 408 | 0 | 0 | 0 | 0 | 600 | | | |
| | Cost Subtotal | \$1,640.00 | \$28,160.00 | \$18,560.00 | \$19,760.00 | \$0.00 | \$0.00 | \$640.00 | \$80.00 | \$0.00 | \$48,640.00 | | \$0 |
| 4.0 | Right of Way (OPTIONAL) | | | | | | | | | | | | |
| 4.1 | Permanent and Temp Easements (OPTIONAL) | 2 | 80 | 8 | 40 | | | | | 110 | \$16,620 | | \$85,000 |
| | Hours Subtotal | 2 | 80 | 8 | 40 | 0 | 0 | 0 | 0 | 110 | | | |
| | Cost Subtotal | \$450.00 | \$11,100.00 | \$1,160.00 | \$3,900.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16,620.00 | | \$86,100 |
| 5.0 | Bidding Services | | | | | | | | | | | | |
| 5.1 | Plan Set and Specification Distribution | | 4 | 4 | 4 | | | | | 12 | \$1,710 | | \$1,000 |
| 5.2 | Prebid Meeting | | 4 | 4 | 4 | | | | | 8 | \$1,120 | | |
| 5.3 | RFI and Addenda | | 3 | 4 | 8 | | | | | 15 | \$1,720 | | |
| 5.4 | Bid Opening | | 8 | | | | | | | 8 | \$1,480 | | |
| | Hours Subtotal | 0 | 19 | 12 | 12 | 0 | 0 | 0 | 0 | 47 | | | |
| | Cost Subtotal | \$0.00 | \$3,230.00 | \$1,740.00 | \$1,170.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,240.00 | | \$1,000 |
| 6.0 | Design Contingency (OPTIONAL) | | | | | | | | | | | | |
| | Design Contingency (OPTIONAL) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | | |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6.60 | \$0.00 | \$9.00 | \$3.00 | \$1,000.00 | | \$0 |
| 7.0 | Construction Services (OPTIONAL) | | | | | | | | | | | | |
| 7.1 | Construction and Project Management | 8 | 120 | | | | | | | 128 | \$29,430 | | |
| 7.2 | Construction Surveying | | | | | | | | | 0 | \$0 | | \$11,000 |
| 7.3 | Inspection | | | | | | | | | 600 | \$60,000 | | \$20,800 |
| | Hours Subtotal | 8 | 120 | 0 | 0 | 0 | 0 | 0 | 0 | 728 | | | |
| | Cost Subtotal | \$1,280.00 | \$24,060.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$60,000.00 | \$81,430.00 | | \$39,800 |
| 8.0 | Materials Testing (OPTIONAL) | | | | | | | | | | | | |
| | Materials Testing | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | | \$48,280 |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$48,280 |
| 9.0 | As-Built Information (OPTIONAL) | | | | | | | | | | | | |
| | As-Built Information | | 8 | | 40 | 40 | | | | 88 | \$6,780 | | \$0 |
| | Hours Subtotal | 0 | 8 | 0 | 40 | 40 | 0 | 0 | 0 | 88 | | | |
| | Cost Subtotal | \$0.00 | \$1,480.00 | \$0.00 | \$0.00 | \$2,400.00 | \$2,400.00 | \$0.00 | \$0.00 | \$0.00 | \$4,880.00 | | \$0 |
| 10.0 | Construction Contingency (OPTIONAL) | | | | | | | | | | | | |
| | Construction Contingency (OPTIONAL) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | | \$0 |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0 |
| | Overall Hours Totals: | 31 | 690 | 208 | 560 | 40 | 110 | 20 | 608 | 2411 | | | |
| | Loaded OH Costs Totals: | \$7,120 | \$179,700 | \$30,180 | \$87,470 | \$7,400 | \$8,960 | \$3,200 | \$66,880 | \$0 | \$337,860.00 | | \$180,100 |

| BASIC SCOPE CONTRACT SUMMARY | |
|----------------------------------|------------------|
| Basic Direct Labor Cost | \$198,930 |
| Optional Basic Direct Labor Cost | \$114,930 |
| Subconsultant Cost | \$0,000 |
| Optional Subconsultant Cost | \$173,180 |
| Direct Expenses | \$1,000 |
| Contingency | \$25,000 |
| Total Estimated Services | \$518,740 |

| CONTRACT TOTALS | | |
|-----------------------|-------------|---------------|
| Task | Labor Hours | Task Subtotal |
| 1.0 | 274 | \$45,140 |
| 2.0 | 450 | \$60,390 |
| 2.2.B | | \$1,000 |
| 2.3 | | \$6,000 |
| 3.0 | 682 | \$89,660 |
| 4.0 | 110 | \$16,620 |
| 4.1 | | \$80,000 |
| 5.0 | | \$0 |
| 5.1 | 47 | \$6,240 |
| 6.0 | | \$0 |
| Design Subtotal | | \$314,750 |
| 7.0 | 728 | \$81,430 |
| 7.2 | | \$11,000 |
| 7.3 | | \$28,800 |
| 8.0 | | \$48,280 |
| 9.0 | 88 | \$6,780 |
| 10.0 | | \$0 |
| Construction Subtotal | | \$209,840 |
| | | \$518,140 |

Exhibit B-2 Rates

For the

Bus Stop Improvement and Connectivity Program

CA Group Personnel Classification and Rate Schedule

Principal.....\$230.00

Chad Anson

Project Manager.....\$185.00

Dean Mottram

Peter Booth (Constructability)

Independent Checker.....\$160.00

Paul Frost

Fidel Calixto

Engineer.....\$145.00

Jim Ceragioli

Scott Carrol

Steve Bird

Bao Tran

Helena Murvosh

Valerie Flock

Engineering Intern.....\$97.50

Trevor Howard

Angelie Tiongson

Jennifer Jarquin

CADD Technician.....\$60.00

Alyssa Young

Elisa Chaney

Clerical.....\$60.00

Lori Decker

Inspector.....\$110.00

George Nicely

Trevor Howard

Rate Schedule associated with Task Order #1

Rate Schedule for Task Orders #2 and #3 will each have individual rate schedules adjusted based on The Consumer Price Index at the time of authorization.

AMENDMENT NO. 1
MASTER SERVICES AGREEMENT

The Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT") entered into a Master Services Agreement dated March 25, 2019. This Amendment #1 is dated and effective as of October 1, 2019.

RECITALS

WHEREAS, the Master Services Agreement allows RTC to approve annual task orders for design and construction management services for the Bus Stop Improvement and Connectively Program for up to a three year period depending on annual program needs and budget for the program; and

WHEREAS, each task order or amendment requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement; and

WHEREAS, RTC approved Task Order #1 on March 25, 2019 for the 2019 construction season in an amount not-to-exceed \$441,705; and

WHEREAS, RTC approved an amendment to Task Order #1 on September 20, 2019 to increase the not-to-exceed amount by \$76,440 for a new not-to-exceed amount of \$518,145; and

WHEREAS, RTC approved Task Order #2 on September 20, 2019 for the 2020 construction season in an amount not-to exceed \$580,865; and

WHEREAS, the Master Services Agreement must be amended to increase the not-to-exceed amount by \$657,305 to reflect the amendment to Task Order #1 and the approval of Task Order #2.

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

1. Section 3.3 of the Master Services Agreement shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$1,099,010. Subsequent Task Orders must be approved by the RTC Board of Commissioners, along with a corresponding amendment to the not-to-exceed amount in this section, prior to execution and effectiveness.

2. All other provisions of the Master Services Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Judy L. Tortelli
Engineer II


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Approve Task Order #2 for the Bus Stop Improvement and Connectivity Program for the 2020 Construction Season

RECOMMENDATION

Approve Task Order #2 under the Master Services Agreement with CA Group, Inc. for design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for the 2020 construction season in an amount not-to-exceed \$580,865 and an amendment to the Master Services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the task order and amendment.

SUMMARY

CA Group, Inc. was awarded a Master Services Agreement to provide design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for up to three years. This Task Order #2 (see Attachment A) is for professional design services for the 2020 construction season in the amount of \$363,470, and optional engineering during construction services (EDC) in the amount of \$217,395. The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). Each issuance of a task order requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement (see Attachment B).

FISCAL IMPACT

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

PREVIOUS ACTIONS BY BOARD

August 16, 2019 Acknowledged receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report.

- March 15, 2019 Approved a Master Services Agreement with CA Group, Inc. to provide engineering design and construction management services for up to three years; approved Task Order No. 1 for the 2019 construction season.
- March 15, 2019 Acknowledged receipt of an update report on bus stop accessibility and improvements.
- January 18, 2019 Approved the Fiscal Year (FY) 2020 Street and Highway Program of Projects (POP)
- November 16, 2018 Authorized a Request for Qualifications for Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachments

**Task Order #2
Master Services Agreement**

This Task Order #2 (this "Task Order") is dated and effective as of October 1, 2019, in accordance with the terms and conditions of the Master Services Agreement dated March 25, 2019 as amended on October 1, 2019 (the "Agreement"), by and between the Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT").

WHEREAS, the parties entered into the Agreement for CONSULTANT to perform engineering design and construction management services in connection with RTC's Bus Stop Improvement and Connectivity Program for up to three years; and

WHEREAS, RTC's Bus Stop Improvement and Connectivity Program is a multi-year effort to upgrade existing bus stops to be in compliance with state and federal requirements, including the Americans with Disabilities Act (ADA); and

WHEREAS, this Task Order is for services to be performed in connection with projects in RTC's 2020 construction season; and

WHEREAS, RTC's Board of Commissioners approved this Task Order on September 20, 2019.

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through June 30, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement. The term of this Task Order cannot exceed the term of the Agreement.

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

Tasks 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.

4. COSTS

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.

5. MAXIMUM COMPENSATION

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 amount for this Task Order:

| | |
|--|-----------------|
| Total Design Services: (Tasks 1.0 to 5.0) | \$358,470 |
| Contingency – Design Services: (Task 6.0) | \$5,000 |
| Total OPTIONAL Construction Services: (Tasks 7.0 to 9.0) | \$197,395 |
| <u>Contingency - Construction Services: (Task 10.0)</u> | <u>\$20,000</u> |
| Total (Including Optional Services) | \$580,865 |

6. OTHER PROVISIONS

All other provisions of the Agreement shall remain in full force and effect during the term of this Task Order, as if fully set forth herein.

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Vice President

Exhibit A

Scope of Services and Schedule

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES
FOR THE
BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM (ICP) PROJECT
TASK ORDER 2

The scope of services for this project will generally consist of the following tasks:

- 1.0 Project Management. CONSULTANT will provide Project Management for the scope of work. The Project Manager will be responsible for the ongoing project coordination of all activities for the duration of the work. The Project Manager shall be a licensed Professional Civil Engineer, Registered in the State of Nevada and provide both design and construction oversight. The Project Manager, Designer and Lead Inspector shall be considered key personnel for this Project. Project Management includes tasks such as:

- Project set-up and administration
- Monthly budget monitoring and invoicing
- Preparation and reporting of project progress and schedule
- Quality assurance on deliverables
- Coordination with the RTC Project Manager

The duration of the project development and design portion of the project is assumed to be nine (9) months.

- 2.0 Project Development. Identify constraints, collect data, and perform analysis to determine a reasonable set of improvements.
- 2.1 CONSULTANT will define a specific set of parameters for improvements to address the following:
- Existing public Right-of-Way (ROW) verification
 - Sidewalk connectivity
 - Utility adjustments
 - Landscape adjustments
 - Curb, gutter, driveway, and curb ramp replacement at intersections
 - Bus stop pad dimensions
 - ADA compliance of improvements
- 2.2 Utility Investigation/Depiction. CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing

Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features if there is 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."

2.2.A 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. CONSULTANT will evaluate potential conflicts through field investigation, investigate conflict resolution strategies and coordinate with the utility agencies for upcoming work, facility relocation/adjustment, and ensure utilities likely affected by the project are indicated on the project plans.

2.2.B Utility Pothole Exploration (OPTIONAL): 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. These services are optional and will be compensated through Section 2.2 by written approval from the RTC Project Manager. One (1) pothole location assumed.

2.3 Field Review and Data Collection. CONSULTANT will perform the following field review and data collection activities:

- Document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.)
- Field measure quantities
- Sidewalk connectivity and accessible pedestrian access route
- Safety review of bus stop locations with recommendations

One hundred and forty (140) bus stop locations are assumed.

2.3.A Surveying. These services will not be provided at all bus stop locations. Some locations may have a more complex design and may require staking to properly locate and construct the improvements. Sixty (60) sites are assumed to need survey. The following are examples of anticipated survey:

- Existing curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Right-of way boundary for areas around proposed bus stop improvements
- Location of existing storm drains, retaining curbs, sidewalks or walls, utility pull boxes and vaults.

2.4 Cost Estimates. CONSULTANT will prepare a preliminary cost estimate suitable for RTC review. Items identified during Field Review and Data Collection, Task 2.3, will be included in the Cost Estimate.

2.5 Prioritization. CONSULTANT will work with the RTC Project Manager and Transit to further prioritize the list of bus stop improvements.

Deliverables – Report providing documentation that summarizes Project Development activities and decisions made to determine the final set of proposed improvements.

3.0 Design. Sixty (60) bus stop locations are assumed.

3.1 Permitting

3.1.A CONSULTANT shall coordinate with the City of Reno as necessary to determine Encroachment and Excavation Permit requirements. Two (2) Permits will be required for bus stop improvements located within the City of Reno (one (1) permit north of the Truckee River and one (1) permit south)

3.1.B CONSULTANT shall coordinate with the City of Sparks as necessary to determine Encroachment and Excavation Permit requirements. One (1) Permit will be required for bus stop improvements located within the City of Sparks

3.1.C CONSULTANT shall coordinate with the Washoe County as necessary to determine Permit requirements. One (1) Permit will be required for bus stop improvements located within Washoe County.

3.1.D CONSULTANT shall prepare and submit Occupancy Permits for bus stop improvements located on NDOT routes. Five (5) Permits are assumed (one (1) permit for each State Route affected) will be required for bus stop improvements located within NDOT right-of-way.

3.2 Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 100% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel, Designer, Project

Manager and RTC Project manager shall attend a field review of some of the more complex bus stop improvements. Discussion topics include review of design in the field, project plan clarity, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.

3.2.A Prior to 60% submittal, CONSULTANT shall develop construction working day duration estimate and construction phasing plan based on final list of improvements. Define traffic impacts, schedule constraints and reasonable limitations of operations

3.3 60% and 100% Plans, Specifications, and Engineer's Estimate for Agency review

3.3.A Prepare Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the boilerplate 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 be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, and construction/slope limits. Any modification to traffic signal are anticipated to be minimal and limited to pedestrian push buttons and poles. Traffic Signal Modification will be included in the Special Detail Sheets, with the customary information, schedules and symbology. The final plan set will include, as a minimum:

- Title Sheet
- Legend, General Notes, and Abbreviations
- Standard Bus Pad Detail (scales as noted)
- Plan Sheets (at 1"=20' scale). Estimated 2 to 4 locations per plan sheet
- Special Detail Sheets (at 1"=10' scale)
- Standard Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications for bus stop locations located in the limits of the City of Reno, City of Sparks and Washoe County 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 Contract Documents and Technical Specifications for bus stop location located within Nevada Department of Transportation

(NDOT) right-of-way will reference the latest edition of the NDOT Standard Specifications for Road and Bridge Construction (Silver Book) and the NDOT Standard Plans for Road and Bridge Construction for standard construction items. Technical provisions will be prepared for approved deviations from the Silver Book and unique construction items not adequately covered in the Silver Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, NDOT, utility agencies and other affected parties for review at the 60%, 100%, and final stages of completion per the following:

- 60% and 100% Plans – One electronic copy (PDF) on a flash drive or through email to RTC, local entities, utility agencies and other affected parties. Up to two 11"x17" sets will be provided upon request.
- 60% Plans – One electronic copy (PDF) to Washoe County Health District (WCHD). Up to two 11"x17" sets will be provided upon request.
- 60% and 100% Specifications – One electronic copy (PDF) RTC and Local Entities
- 100% Plans – Email electronic copy (PDF) of updated sheet(s) to WCHD as needed
- Final Construction Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC, Local Entities, and utility agencies.
- Final Construction Specification Document – One set each to RTC and Local Entities, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

3.3.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.

3.3.C Utility Agency Coordination. Distribute design review submittals (60% & 100%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments. CONSULTANT will submit areas within NDOT right-of-way to NDOT District 2 Permits, including pre-permitting and final permit review.

3.3.D Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives

or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

- 4.0 Right-of-Way. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right-of-way will be tied to the roadway centerline and existing monuments, as necessary for Permanent Easements. 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.
 - 4.1 Permanent Easements and Temporary Construction Easements. It is estimated approximately sixty (60) parcels will require permanent and/or temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of sixty (60) individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel.

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

Deliverables – property boundary for sixty (60) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel.

- 5.0 Bidding Services
 - 5.1 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.
 - 5.2 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.

- 5.3 Requests for Information (RFI) and Addenda. CONSULTANT will answers to RFIs from the bidders as forwarded and requested by the RTC. If necessary, CONSULTANT will prepare plan sheets or specification for addenda to the bid package.
- 5.4 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.

6.0 Design Contingency (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 5.0. 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.

7.0 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.

7.1 Provide Contract Administration and Project Management 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 specified material certifications, 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

7.2 Construction Surveying. These services will not be provided at all bus stop locations. Surveying will be provided at areas where the construction activities are performed outside right-of-way and require either an easement or permission to construct. Some location may have a more complex design and may require staking to properly locate and construct the improvements. Twenty sites are assumed need staking; This include the sixty (60) sites for right-of-way and five (5) sites for more complex design. The following are examples of anticipated construction staking:

- Final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Offset stakes for easement and permission to construct agreements.
- Offset stakes for curb cut ramps, storm drains, retaining curbs or walls, pedestrian push button poles, utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

7.3 Inspection

7.3.A Provide Inspector. Provide one full time and one quarter time inspector during all construction activities. 8-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

8.0 Materials Testing (OPTIONAL)

8.1 Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements or as directed by the RTC. Materials to be tested will include 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).

- 8.2 Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials and on-site PCC testing & sampling. 120 hours of field testing are anticipated. Laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Testing will also include compressive strength for PCC. Test frequency and methodology shall comply with the latest edition of the Orange Book or as directed by the RTC.

9.0 As-Built Information (OPTIONAL)

- 9.1 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.
- 9.2 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.
- 9.3 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:
 - 9.3.A.1 Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - 9.3.A.2 Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

Deliverables – Electronic copies on CD or Flash drive that contain Daily inspection reports testing results, material submittals and reviews, before and after pictures and as built plans.

10.0 Construction CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 6.0 to 9.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A-2

SCHEDULE FOR THE BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM TASK ORDER NO. 2

| Milestone | Begin | End | Duration |
|------------------------------|--------------|------------|------------------|
| RTC Board Approval | 9/20/2019 | | |
| NTP | 9/30/2019 | | |
| Preliminary Design | 9/30/2019 | 1/1/2020 | 13 Weeks |
| Preliminary Design Submittal | 1/2/2020 | | |
| RTC Review | 1/3/2020 | 1/17/2020 | 2 Weeks |
| Final Design | 1/18/2020 | 2/15/2020 | 4 Weeks |
| Final Design Submittal | 2/16/2020 | | |
| RTC Review | 2/17/2020 | 3/2/2020 | 2 Weeks |
| Finalize Plans | 3/3/2020 | 3/10/2020 | 1 Week |
| Final Plans to RTC | 3/11/2020 | | |
| Advertise | 3/18/2020 | 4/15/2020 | 4 Weeks |
| Pre Bid Meeting | 4/1/2020 | | |
| Bid Opening | 4/15/2020 | | |
| Construction NTP | 5/17/2020 | | 90 Calendar Days |
| Construction Complete | 8/15/2020 | | for Construction |

EXHIBIT B-1 COST PROPOSAL

Project Information: Bus Stop ICP Project - Task Order 2
 Consultant Information: CA Group
 Project Manager: Judy Tortelli

| Tasks | | Billable Rate | \$170.00 | \$185.00 | \$145.00 | \$97.50 | \$60.00 | \$100.00 | \$160.00 | \$110.00 | | | |
|----------|---|-------------------------|-----------------|-------------|-------------------------------|-----------------|------------|-------------------|-------------|-------------------|--------------------|---------------------|---------------------|
| Name | | Human Resources (Hours) | | | | | | | | | | | |
| Task No. | 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 |
| 1.0 | Project Management | | | | | | | | | | | | |
| | Project Set up and Admin | | 20 | | | | | 38 | | 58 | \$9,860 | | |
| | Monthly Monitoring | 3 | 40 | | | | | 16 | | 59 | \$9,050 | | |
| | Progress and Schedule Reporting | 3 | 40 | | | | | 16 | | 59 | \$9,050 | | |
| | Quality Assurance | 2 | 40 | | | | | | | 42 | \$7,560 | | |
| | Coordination with RTC PM | 2 | 80 | | | | | | | 82 | \$15,280 | | |
| | Hours Subtotal | 10 | 220 | 0 | 0 | 0 | 0 | 90 | 0 | 330 | \$48,800 | 0 | |
| | Cost Subtotal | \$2,200.00 | \$42,180.00 | \$0.00 | \$0.00 | \$0.00 | \$3,600.00 | \$0.00 | \$0.00 | \$0.00 | \$48,800.00 | 0 | \$0.00 |
| 2.0 | Project Development | | | | | | | | | | | | |
| | Develop Parameters | | 40 | 16 | 40 | | | | | 96 | \$13,824 | | |
| | Utility Investigation | | 16 | 8 | 16 | | | | | 40 | \$5,840 | | |
| | Utility Continuation | | 40 | | | | | | | 40 | \$7,400 | | |
| | Pothole (OPTIONAL) | | | | | | | | | 0 | \$0 | | \$1,000 |
| | Field Review/Data Collection | 2 | 16 | 20 | 140 | | | 16 | 8 | 200 | \$27,210 | | \$6,000 |
| | Cost Estimates | 2 | 8 | 8 | 24 | | | | | 40 | \$5,080 | | |
| | Plan/Revision | 1 | 8 | 8 | 20 | | | | | 33 | \$4,160 | | |
| | Hours Subtotal | 5 | 128 | 60 | 240 | 0 | 0 | 20 | 16 | 471 | \$67,114 | 0 | \$7,000 |
| | Cost Subtotal | \$1,150.00 | \$23,680.00 | \$8,700.00 | \$23,400.00 | \$0.00 | \$1,680.00 | \$2,560.00 | \$0.00 | \$0.00 | \$67,114.00 | 0 | \$7,000.00 |
| 3.0 | Design | | | | | | | | | | | | |
| | Permitting | | 60 | | | | | | | 60 | \$11,100 | | |
| | Constructability Review | 2 | 16 | 8 | 8 | | | | | 40 | \$5,240 | | |
| | 60% and 100% Plans | 6 | 60 | 120 | 480 | | | | | 660 | \$77,330 | | |
| | Hours Subtotal | 8 | 136 | 128 | 488 | 0 | 0 | 0 | 0 | 772 | \$93,670 | 0 | \$0.00 |
| | Cost Subtotal | \$1,840.00 | \$29,160.00 | \$18,500.00 | \$47,520.00 | \$0.00 | \$0.00 | \$640.00 | \$870.00 | \$0.00 | \$93,670.00 | 0 | \$0.00 |
| 4.0 | Right of Way (OPTIONAL) | | | | | | | | | | | | |
| | Permanent and Temp Easements (OPTIONAL) | 2 | 80 | 8 | 40 | | | | | 130 | \$20,370 | | \$120,000 |
| | Hours Subtotal | 2 | 80 | 8 | 40 | 0 | 0 | 0 | 0 | 130 | \$20,370 | 0 | \$120,000 |
| | Cost Subtotal | \$400.00 | \$14,900.00 | \$1,160.00 | \$3,900.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,370.00 | 0 | \$120,000.00 |
| 5.0 | Bidding Services | | | | | | | | | | | | |
| | Plan Set and Specification Distribution | | 4 | 4 | 4 | | | | | 12 | \$1,710 | | \$7,000 |
| | Pre-bid Meeting | | 4 | 4 | 4 | | | | | 12 | \$1,710 | | |
| | RFI and Answers | | 2 | 4 | 8 | | | | | 14 | \$1,720 | | |
| | Bid Opening | | 8 | 4 | 8 | | | | | 20 | \$2,800 | | |
| | Hours Subtotal | 0 | 18 | 16 | 16 | 0 | 0 | 0 | 0 | 40 | \$5,940 | 0 | \$7,000 |
| | Cost Subtotal | \$0.00 | \$3,330.00 | \$1,740.00 | \$1,720.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,940.00 | 0 | \$7,000.00 |
| 6.0 | Design Contingency (OPTIONAL) | | | | | | | | | | | | |
| | Design Contingency (OPTIONAL) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 |
| 7.0 | Construction Services (OPTIONAL) | | | | | | | | | | | | |
| | Construction and Project Management | 8 | 130 | | | | | | | 138 | \$25,430 | | |
| | Construction Surveying | | | | | | | | | 600 | \$66,000 | | \$24,500 |
| | Inspection | | | | | | | | | 800 | \$88,000 | | \$28,800 |
| | Hours Subtotal | 8 | 130 | 0 | 0 | 0 | 0 | 0 | 0 | 738 | \$179,430 | 0 | \$53,300 |
| | Cost Subtotal | \$1,380.00 | \$24,950.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$66,000.00 | \$0.00 | \$179,430.00 | 0 | \$53,300.00 |
| 8.0 | Materials Testing (OPTIONAL) | | | | | | | | | | | | |
| | Materials Testing | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$46,380 |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$46,380 |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$46,380.00 |
| 9.0 | As-Built Information (OPTIONAL) | | | | | | | | | | | | |
| | As-Built Information | | 8 | | | 40 | 40 | | | 88 | \$6,290 | | |
| | Hours Subtotal | 0 | 8 | 0 | 0 | 40 | 40 | 0 | 0 | 88 | \$6,290 | 0 | |
| | Cost Subtotal | \$0.00 | \$1,480.00 | \$0.00 | \$0.00 | \$2,400.00 | \$2,400.00 | \$0.00 | \$0.00 | \$0.00 | \$6,290.00 | 0 | \$0.00 |
| 10.0 | Construction Contingency (OPTIONAL) | | | | | | | | | | | | |
| | Construction Contingency (OPTIONAL) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| | Hours Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| | Cost Subtotal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 | \$0.00 |
| | Overall Hours Totals | 31 | 728 | 208 | 190 | 40 | 728 | 20 | 608 | 2,541 | | 0 | |
| | Loaded OH Costs Totals | \$7,130 | \$154,680 | \$35,160 | \$78,050 | \$2,480 | \$7,680 | \$3,200 | \$68,880 | \$0 | \$352,180.00 | 0 | \$127,180.00 |

| BASIC SCOPE CONTRACT SUMMARY | |
|----------------------------------|------------------|
| Basic Direct Labor Cost | \$210,150 |
| Optional Basic Direct Labor Cost | \$118,035 |
| Subconsultant Cost | \$8,000 |
| Optional Subconsultant Cost | \$225,680 |
| Direct Expenses | \$1,000 |
| Contingency | \$25,000 |
| Total Estimated Services | \$583,865 |

| CONTRACT TOTALS | | |
|------------------------------|--------------|------------------|
| Item | Labor Hours | Task Subtotal |
| 1.0 | 290 | \$48,800 |
| 2.0 | 471 | \$67,114 |
| 2.2.B | | \$1,000 |
| 2.3 | | \$6,000 |
| 3.0 | 772 | \$93,670 |
| 4.0 | 130 | \$20,370 |
| 4.1 | | \$120,000 |
| 5.0 | | \$0 |
| 5.1 | 40 | \$5,940 |
| 6.0 | | \$0 |
| 7.0 | 738 | \$179,430 |
| 7.2 | | \$24,500 |
| 7.3 | | \$28,800 |
| 8.0 | | \$46,380 |
| 9.0 | 88 | \$6,290 |
| 10.0 | | \$0 |
| Construction Subtotal | 2,541 | \$352,180 |
| | | \$583,865 |

Exhibit B-2 Rates

For the Bus Stop Improvement and Connectivity Program

CA Group Personnel Classification and Rate Schedule

Principal.....\$230.00
Chad Anson

Project Manager.....\$185.00
Dean Mottram
Peter Booth (Constructability)

Independent Checker.....\$160.00
Paul Frost
Fidel Calixto

Engineer.....\$145.00
Jim Ceragioli
Scott Carrol
Steve Bird
Bao Tran
Helena Murvosh
Valerie Flock

Engineering Intern.....\$97.50
Trevor Howard
Angelie Tiongson
Jennifer Jarquin

CADD Technician.....\$60.00
Alyssa Young
Elisa Chaney

Clerical.....\$60.00
Lori Decker

Inspector.....\$110.00
George Nicely
Trevor Howard

Rate Schedule associated with Task Order #2

Rate Schedule for Task Order #3 will have individual rate schedules adjusted based on The Consumer Price Index at the time of authorization.

AMENDMENT NO. 1
MASTER SERVICES AGREEMENT

The Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT") entered into a Master Services Agreement dated March 25, 2019. This Amendment #1 is dated and effective as of October 1, 2019.

RECITALS

WHEREAS, the Master Services Agreement allows RTC to approve annual task orders for design and construction management services for the Bus Stop Improvement and Connectively Program for up to a three year period depending on annual program needs and budget for the program; and

WHEREAS, each task order or amendment requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement; and

WHEREAS, RTC approved Task Order #1 on March 25, 2019 for the 2019 construction season in an amount not-to-exceed \$441,705; and

WHEREAS, RTC approved an amendment to Task Order #1 on September 20, 2019 to increase the not-to-exceed amount by \$76,440 for a new not-to-exceed amount of \$518,145; and

WHEREAS, RTC approved Task Order #2 on September 20, 2019 for the 2020 construction season in an amount not-to exceed \$580,865; and

WHEREAS, the Master Services Agreement must be amended to increase the not-to-exceed amount by \$657,305 to reflect the amendment to Task Order #1 and the approval of Task Order #2.

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

1. Section 3.3 of the Master Services Agreement shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$1,099,010. Subsequent Task Orders must be approved by the RTC Board of Commissioners, along with a corresponding amendment to the not-to-exceed amount in this section, prior to execution and effectiveness.

2. All other provisions of the Master Services Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: Maria Paz Fernandez, P.E.
Engineer II


for Lee G. Gibson, AICP
Executive Director

**SUBJECT: Professional Services Agreement (PSA) with Headway Transportation, LLC,
for Traffic Operations Analysis for the Center Street Cycle Track Project**

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, to provide preliminary traffic operations analysis for the Center Street Cycle Track Project in an amount not-to-exceed \$95,950; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The RTC conducted the Bicycle Facilities Alternatives Analysis for Center, Sierra and Virginia Streets to study bicycle facility options on Center and Sierra Streets. Based on that study, staff recommended a two-way cycle track on Center Street as well as a southbound bicycle lane on Sierra Street. The study was presented to the RTC Board on January 18, 2019.

On April 25, 2019, RTC issued a Request for Proposals for interested firms to provide traffic analysis, design and construction management services for the Center Street Cycle Track Project. This agreement (see Attachment A) will provide the preliminary traffic analysis needed to validate the proposed alternative of a two-way cycle track along Center Street.

The limits of this project extend from Center Street at Mary Street to the intersection of Center at Ninth Street in Reno.

FISCAL IMPACT

Appropriations are included in the FY 19 Budget and FY 19 Program of Projects.

PREVIOUS ACTIONS BY BOARD

| | |
|------------------|--|
| March 15, 2019 | Authorized the procurement of Engineering Professional Services for the Center Street Cycle Track and Sierra Street Bicycle Lane Project |
| January 18, 2019 | Approved Bicycle Facility Alternatives Analysis, for Center, Sierra and Virginia Streets Report |
| August 17, 2018 | Acknowledge receipt of a report on the Bicycle Facility Alternatives Analysis for Center, Sierra and Virginia Streets and provided direction |
| May 18, 2017 | Approved the 2040 RTP |
| June 15, 2017 | Approved the Bicycle & Pedestrian Master Plan |
| August 17, 2017 | Approved the FFY 2018-2022 RTIP |

ADDITIONAL BACKGROUND

The Bicycle Facilities Alternatives Analysis for Center, Sierra and Virginia Streets was completed by Traffic Works, LLC and approved by the RTC Board on January 18, 2019. The purpose of the study was to identify bicycle facility options on the main streets in downtown Reno. The preferred alternative recommended is a two-way cycle track on Center Street as well as a southbound bicycle lane on Sierra Street. The Alternatives were evaluated for feasibility based on the available space within the roadway (curb-to-curb), level of traffic stress (safety), planning level cost estimates, existing roadway capacity, lane and parking impacts, maintenance factors, and connectivity.

The RTC identified both Center Street and Sierra Street as high priority bicycle projects in the Bicycle & Pedestrian Master Plan and as candidate roadways for complete street design treatments in the Complete Street Master Plan. These projects were also included in the first five years of the 2040 Regional Transportation Plan.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachments

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of September 20, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Headway Transportation, LLC ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT to perform traffic operations analysis in connection with the Center Street Cycle Track Project (the "Project").

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete traffic analysis for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in 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.
- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. OPTIONS

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

2.4. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

| | |
|--------------------|--------------------|
| Task 2.1.A. | \$5,480.00 |
| <u>Task 2.1.B.</u> | <u>\$90,470.00</u> |
| Total | \$95,950.00 |

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.

12.2. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Project Manager has authority to sign binding documents on behalf of Company.

ARTICLE 13 - NOTICE

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

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

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

HEADWAY TRANSPORTATION, LLC.

By: _____
Loren Chilson, P.E., Principal

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

SCOPE OF WORK – Traffic Analysis

Task 2.1.A - Project Management

This task includes up to thirty (30) hours of staff time for management and coordination of the project, administrative duties, project invoicing, and accounting.

Task 2.1.B – Traffic Operations Analysis

Additional Data Collection

Collect AM (7-9 AM) and PM (4-6 PM) peak hour turning movement counts at the four (4) signalized intersections not included in the prior data collection efforts during Hot August Nights, and at the unsignalized intersection at the south end of the segment where lane reductions are contemplated. The count locations are the 8th, Maple, 6th, Liberty, and Cheney Street intersections with Center Street. Counts are to be conducted on a typical mid-week day (no street closures). Provide a figure illustrating the typical weekday AM and PM peak hour traffic volumes in the study corridor at signalized intersections 8th to Liberty Streets and at Cheney Street.

Micro-Simulation

Prepare SimTraffic micro-simulations with and without the two-way cycle track concept on Center Street for the ten (10) study intersections between 8th and Cheney Streets for the following scenarios:

- Existing Lane Configurations and Controls – Weekday AM & PM Peak Hours
- Cycle Track – Weekday AM & PM Peak Hours
- Existing Lane Configurations and Controls – Special Events
- Cycle Track – Special Events

These simulations will be used for the operations analysis, level of service, and delay reporting, but it should be noted that bicycles cannot be shown in SimTraffic simulations due to software limitations.

Create a proper visualization of the two-way cycle track phasing, signal operations, and multi-modal interactions, by building a VISSIM model and simulation for one (1) critical intersection in the corridor (location to be determined from the SimTraffic operations analysis). This intersection specific simulation of the cycle track and key intersection will serve as a “worst-case example” of proposed operations in the study corridor. The VISSIM simulation will be constructed for one scenario at one intersection (worst case volumes/conditions with cycle track).

Technical Memorandum

Provide a technical memorandum presenting the operations analysis results and a comparison of level of service and delay with and without a cycle track. Include tables and figures illustrating the traffic volumes, intersection levels of service and delay, and the recommended lane configurations and signal phasing and timing schemes.



Concept Revisions & Recommendations

Using the operations analysis findings, provide recommendations to improve the cycle track concept. Address left-turn volumes, lane configurations, signal phasing/timing, loading zones, cross-section elements, and key features. The recommendations will be incorporated in the Technical Memorandum report.

Meetings

Prepare materials for, and attend meetings with, the RTC, stakeholders, and decision makers as identified by the RTC Project Manager. This task includes up to thirty (40) hours of professional staff time.

SAMPLE



Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit B
Compensation

FEE PROPOSAL
Center Street Cycle Track
Traffic Analysis

Date: 07/30/2019

Tasks

2.1.A - Project Management

2.1.B - Traffic Operations Analysis

Additional Data Collection

Micro-Simulation

Technical Memorandum

Concept Revisions & Recommendations

Meetings

Billing Rate/ Hour

| HEADWAY TRANSPORTATION | | | | | | | ALTA | | |
|------------------------|--------------|-----------|-------------|-------------|-------------|-----------|------------|----------|----------|
| CHILSON | PETTINARI | HARNED | AXTELL | GOING | STACEY | GILPIN | | | |
| Principal | Associate II | Associate | Engineer II | Engineer II | Admin Asst. | Principal | | | |
| 220 | 170 | 160 | 130 | 130 | 80 | 215 | ODCs | | |
| | | | | | | | \$ | | |
| Hours | | | | | | | Task Total | | |
| 22 | | | | | 8 | | | \$5,480 | |
| | | | | | | | | \$0 | |
| 2 | | | 30 | | | | | \$4,340 | |
| 30 | | 40 | 240 | 10 | | 10 | | \$47,650 | |
| 20 | | 20 | 20 | 20 | 2 | 10 | | \$15,110 | |
| 16 | | | | 20 | | 40 | | \$14,720 | |
| 20 | | | 10 | | | 10 | \$800 | \$8,650 | |
| Hours | 110 | 0 | 60 | 300 | 50 | 10 | 70 | | |
| Budget | \$24,200 | \$0 | \$9,600 | \$39,000 | \$6,500 | \$800 | \$15,050 | \$800 | \$95,950 |

Exhibit B

Cost Proposal and Fee Schedule

SAMPLE

Exhibit C

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS**

2018-11-02 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: Dale R. Keller, P.E.
Engineer II


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Award of Professional Services Agreement (PSA) for the Lemmon Drive Capacity Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. (“Jacobs”) as the selected firm to provide Engineering Professional Services for the Lemmon Drive Capacity Project in an amount not to exceed \$2,661,932; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Jacobs was selected as the highest ranked firm out of five (5) firms that submitted responsive proposals for the Lemmon Drive Project RFP advertised on May 23, 2019. This Agreement (see Attachment A) is divided into two distinct segments and scope of works. Improvements proposed for the first segment (Segment 1) include widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes. Improvements proposed for the second segment (Segment 2) include widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes.

The Segment 1 Scope of Work includes Final Design and support during the bidding process. General tasks identified in the base scope of work include 100% design, cost analysis, special provisions, drainage analysis, traffic analysis, right-of-way services, and public involvement.

The Segment 2 Scope of Work includes Alternative Analysis, Preliminary Engineering (30% design), and preparing a project delivery selection approach report. The report will consider multiple design and construction delivery methods (including design-build) to determine the appropriate method for Segment 2 construction.

Negotiation with Jacobs is now complete and the scope, schedule and budget are included in the Professional Services Agreement.

FISCAL IMPACT

Appropriations are included in the FY 20 Budget.

PREVIOUS ACTIONS BY BOARD

May 20, 2019 Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project

April 19, 2019 Received an update on the project

ADDITIONAL BACKGROUND

A large portion of Segment 2 of Lemmon Drive resides in the flood plain of Swan Lake. Construction activities that proposed fill in the flood plain would need to be mitigated so to not raise the existing water surface elevation in Swan Lake. There is no natural outlet for the lake and it is considered to be in a hydrologically closed basin system in an isolated playa. Therefore, the only reduction to the water surface elevation is through evaporation during the dry months.

The Regional Transportation Plan (RTP) currently defines the Lemmon Drive Project as a capacity project that falls within the first five years of the 2040 RTP. Therefore, the project is currently in the Capital Improvement Plan (CIP) and the Transportation Improvement Program (TIP).

RTC, Washoe County, and the City of Reno can also explore funding opportunities that might be joined with RTC Fuel Tax to provide comprehensive solutions to provide safe reliable access to the area. A potential funding source the Lemmon Drive Project may be able to utilize is the FEMA Pre-Disaster Mitigation Grant Program. The Lemmon Drive Project might be an element of that larger program to assist in the overall program to improve conditions around Swan Lake.

At this time, it is not believed that the Lemmon Drive Project would require substantial National Environmental Policy Act (NEPA) documentation. RTC plans to follow federal requirements for the project so that federal funding options can remain open.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of September 20, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Jacobs Engineering Group Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform certain engineering and design services in connection with Lemmon Drive Widening Project (the "Project"); and

WHEREAS, the Project is divided into two distinct segments. Improvements proposed for the first segment ("Segment 1") include widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes. Improvements proposed for the second segment ("Segment 2") include widening Lemmon Drive from Fleetwood to Chickadee Drive from two lanes to four lanes; and

WHEREAS, Segment 1 of the Project includes final design, cost analysis, special provisions, drainage analysis, traffic analysis, right-of-way services, and public involvement; and

WHEREAS, Segment 2 of the Project includes coordination with Swan Lake stakeholders and governing agencies, preparation of an alternatives analysis, preliminary engineering, and preparing a project delivery selection approach; and

WHEREAS, RTC has selected CONSULTANT to perform certain engineering and design services in connection with the Project; and

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. CONSULTANT will perform the work using the project team identified in Exhibit B. Any changes to the project team must be approved by RTC's Project Manager.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.

- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a notice to proceed 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.
- 1.4. Except to the extent prohibited by law, nothing contained in this Agreement shall prohibit CONSULTANT from contracting with RTC for consulting, professional engineering, design, or other services related to the potential construction following completion of the work performed by CONSULTANT pursuant to this Agreement.
- 1.5. The term of this Agreement shall be from the date first written above through July 1, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. OPTIONS

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

2.4. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

| | |
|--|-------------|
| Total Design Services (Tasks 1.0 to 9.0) | \$2,411,932 |
| Contingency – Design Services (Task 10.0 – Optional) | \$250,000 |
| Total | \$2,661,932 |

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a

court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.

12.2. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to this Agreement.

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Kaci Stansbury, P.E.
Project Manager
Jacobs Engineering Group, Inc.
50 West Liberty Street, Suite 205
Reno, Nevada 89501
(775) 360-7215

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, Esq. RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, Executive Director

JACOBS ENGINEERING GROUP, INC.

By: _____
Ken Gilbreth, P.E., Vice President

SAMPLE

Exhibit A

Scope of Services and Schedule

SAMPLE

Exhibit A

SCOPE OF SERVICES OF THE CONSULTANT

LEMMON DRIVE

SEGMENT 1 - US 395 TO MILITARY ROAD
CAPACITY IMPROVEMENTS
PRELIMINARY AND FINAL DESIGN

SEGMENT 1B – MILITARY ROAD TO FLEETWOOD DRIVE
MULTIMODAL IMPROVEMENTS

SEGMENT 2 – FLEETWOOD DRIVE TO CHICKADEE DRIVE
CAPACITY IMPROVEMENTS
ALTERNATIVES ANALYSIS AND 30% DESIGN OF PREFERRED ALTERNATIVE

SEGMENT 2B – CHICKADEE DRIVE TO POMPE WAY
POSSIBLE ROADWAY PROFILE ADJUSTMENT WITHIN THE FLOODPLAIN

INTRODUCTION

The Lemmon Drive Capacity Improvements Project is divided into two distinct segments. Improvements proposed for the first segment (Segment 1) include widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes. Improvements proposed for the second segment (Segment 2) include widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes.

The Segment 1 Scope of Work for the CONSULTANT includes Final Design and support during the bidding process. General tasks identified in the base scope of work include 50%, 90%, 100% and final design, cost estimate, special provisions, drainage analysis, traffic analysis, right-of-way services, and public involvement.

The Segment 1B Scope of Work for the CONSULTANT includes investigation of existing multimodal connectivity. A technical memo summarizing any deficiencies will be prepared. If the RTC would like to add any design or analysis services for this location, a contract amendment will be executed.

The Segment 2 Scope of Work for the CONSULTANT includes Alternative Analysis, Preliminary Engineering (30% design), and preparing a project delivery selection approach report. The report will consider multiple design and construction delivery methods to determine the appropriate method for Segment 2 construction.

The Segment 2B Scope of Work for the CONSULTANT includes drone flight aerial imagery and surface topography. No field survey or design services for this location are included in this scope. If the RTC would like to add any design or analysis services for this location, a contract amendment will be executed.

BACKGROUND

The design of Segment 1 will require close coordination with NDOT's U.S. 395 North Valleys Project which NDOT is currently conducting an environmental review and performing design engineering. NDOT's project includes additional merging lanes between the freeway ramps in both directions and construction of a diverging diamond interchange underneath U.S. 395 at Lemmon Drive. Construction of NDOT's improvements are anticipated to begin in 2022. Lemmon Drive widening improvements, including any bicycle and pedestrian facilities, will be designed to match into the NDOT design.

A significant portion of Segment 2 resides in the floodplain of Swan Lake. There is no natural outlet for the lake and it is considered to be an isolated playa within a FEMA floodplain. Since Swan Lake is not considered as Waters of the U.S., substantial NEPA documentation is not required. However, federal requirements will be followed so that federal funding options can remain open.

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 PROJECT EXECUTION

CONSULTANT will provide project management services for the scope of work for the duration of the project and for project close-out activities; assumed to be nineteen (19) months, September 2019 through March 2021. Project management includes project setup and administration, including preparation and execution of Subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of Subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The CONSULTANT Project Manager will coordinate with team leads under his/her responsibility to discuss the progress of the project and identify issues and action items to be addressed.

The Project Manager is responsible for the contracting, coordination, and management of all Subconsultants. The CONSULTANT will be the primary point of contact for the RTC for all team Subconsultants and will be responsible for communicating and coordinating the direction from the RTC to all team members.

1.2 PROJECT MANAGEMENT MEETINGS

1.2.1 Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, Washoe County, City of Reno, and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Five (5) CONSULTANT staff will attend the meeting. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

CONSULTANT will also hold an internal kickoff meeting with CONSULTANT staff, and Subconsultants to internally align the team with the goals of the RTC and the goals of the project.

1.2.2 Project Management Meetings

CONSULTANT will facilitate monthly Project Management Team Meetings with the RTC, Washoe County, the City of Reno, and other parties, as appropriate, to discuss the

design progress, upcoming milestones, scope, schedule, budget, risk status, key technical issues by discipline, and make informed decisions. CONSULTANT will prepare an agenda and distribute meeting notes and the action item log, identifying the person responsible for resolving each item and expected date of completion. via email. It is anticipated that up to four (4) CONSULTANT staff will attend the Project Management Meetings.

1.2.3 Design Coordination Meetings

CONSULTANT will hold a 1-hour biweekly design coordination meeting with task leads, design staff as appropriate, and Subconsultants to ensure cross-discipline coordination with design and schedule.

1.3 PROJECT MANAGEMENT PLAN (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols, Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Health and Safety Plan.

The PMP will be distributed to the CONSULTANT team, including Subconsultants, and will be updated as needed throughout the project duration.

1.4 QUALITY MANAGEMENT PLAN (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Lemmon Drive Project that will include both Segments 1 and 2. A project Quality Manager will be assigned who be responsible for the development and implementation of the plan and provide initial training. The QMP will apply to both prime and Subconsultant team members. An independent quality review will be performed on Segment 1 on each design deliverable when submitting the 50%, 90%, 100%, and Final milestone packages. Independent quality reviews will also be performed on the Segment 2 15% alternative designs, and 30% design of the preferred alternative.

1.5 FILE AND DOCUMENT MANAGEMENT

CONSULTANT will update and maintain the Project Management Plan and all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, data bases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

1.6 DELIVERABLES

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices
- Monthly schedule update
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Project Management Meetings
- Meeting Agenda, Minutes and Action Item Log for the Design Coordination Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

TASK 2 PUBLIC AND AGENCY INVOLVEMENT

2.1 PUBLIC OUTREACH PLAN AND METHODS

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholder, and definition and schedule of target activities to accomplish the objectives of the project.

CONSULTANT will meet with the RTC Project Manager, and public information officers to review the overall strategy for public involvement. Following these meetings, CONSULTANT will draft a plan that supports the RTC's objectives and address the needs of the community.

2.1.1 Stakeholder Database

CONSULTANT will develop a strategic and comprehensive stakeholder list. CONSULTANT will obtain an updated list of property owners within 500-feet of the project corridor from the County Assessor's Office. CONSULTANT will obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations and media. The database will include owners name and physical property location for property owners, and mailing and email address for elected officials, and other stakeholders. The database will be Microsoft Excel based and be updated as needed. Only one database will be created and maintained that includes both Segments 1 and 2.

2.1.2 Website / Digital Outreach

CONSULTANT will establish and secure a domain name and maintain the Project website. The website will be updated monthly, at a minimum, and more often as project activity requires. The website will be for the entire project with an introductory main page, and separate subpages for Segment 1 and Segment 2 information. Project information

maintained on the website will include project descriptions, project photos, e-mail sign-up and comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project related videos, including "The Road Ahead" television segments, and the livestream recordings from the public meetings. The website will be designed using WordPress, and all content will be approved by the RTC Public Informational Officer prior to being available to the public.

The comment page will be linked to an RTC domain email address, allowing the RTC to monitor and respond to any comments or project inquiries at their discretion.

CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Public Information Office will provide these services, as well as posting announcements and project updates to social media such as Facebook.

2.1.3 Project Branding and Logo

CONSULTANT will develop three (3) project branding color and style palettes and three (3) project logo concepts for the RTC to choose from or to provide direction on how to modify/combine the concepts develop one (1) final project branding color theme, style, and logo. Branding and a project logo will provide a consistent look on public outreach materials, including the website, and project documents.

2.1.4 Project Promotional Items

CONSULTANT will provide up to three (3) promotional item concepts and pricing for the RTC to select from. CONSULTANT will assist in placing the order, however, the RTC shall pay for the promotional items directly.

2.2 TECHNICAL ADVISORY COMMITTEE (TAC) MEETINGS

In addition to the RTC, staff from Washoe County, the City of Reno, and other appropriate parties will be identified, and a technical advisory committee (TAC) will be established to provide Segment 2 alternative recommendations and come to a consensus on the preferred alternative to advance to 30% design.

TAC meetings will be held monthly, two weeks after the monthly Project Management Team Meetings, through the completion of final design for Segment 1. It is assumed ten (10) meetings will be held and attended, on average, by five (5) CONSULTANT/Subconsultant Staff.

CONSULTANT will prepare meeting agendas, compose meeting notes, maintain action item log and distribute meeting notes via email.

2.3 ONE-ON-ONE STAKEHOLDER MEETINGS

As the project progresses, it is assumed that certain interest groups, individuals, and/or public officials may request specific meetings to discuss project issues, concerns, and/or provide input to the project or process. These groups include the Lemmon Valley residents and businesses, community organizations, and/or interested parties. CONSULTANT will attend individual one-on-one meetings with these groups during the course of the project. The specific need, number, and nature of these meetings will be dynamic and as necessary; however, ten (10) meetings, attended by two (2) CONSULTANT staff, are assumed in the base fee. CONSULTANT will manage a list of meetings, meeting attendees, and will provide meeting materials for distribution. CONSULTANT will include the RTC Project Manager in all one-on-one meetings.

2.4 PUBLIC INFORMATION MEETINGS

Public Information Meetings will be held with residents, property owners adjacent to the project improvements and other members of the public to discuss project limits, scope, tentative schedule, driveway access, public notification requirements, and concerns of adjacent properties. It is anticipated that two (2) public meetings will be held, once during the 50% preliminary design phase and once again, before finalization of the 100% design of Segment 1. The public meetings will also include information and updates about Segment 2. Four preparation meetings with RTC staff prior to each meeting are anticipated. Media placement will be coordinated through the RTC public information officer. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to four (4) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to ten (10) total display boards covering Segment 1 and Segment 2, a PowerPoint presentation, and a project factsheet handout.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. Translation to Spanish will be provided by the RTC. The RTC will use the Stakeholder Database prepared by the CONSULTANT under Task 3.3 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on project website and social media.

Public Information Meetings will be livestreamed on Facebook by the RTC Public Information Officer.

2.5 REGIONAL TRANSPORTATION COMMISSION BOARD MEETINGS

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for monthly presentations to the RTC Board of Commissioners

CONSULTANT Project Manager and Design Manager will attend the monthly RTC Board Meetings to support the RTC Project Manager during Lemmon Drive presentations and assist in responding to questions from the RTC Board Members. A total of nine (9) meetings are anticipated.

2.6 WASHOE COUNTY BOARD OR RENO CITY COUNCIL MEETINGS

CONSULTANT will provide PowerPoint presentation to RTC Project Manager and staff for presentation to the Washoe County Board of Commissioners and/or Reno City Council as required. A total of five (5) meetings are anticipated to be attended by the RTC Project Manager and Design Manager.

2.7 DELIVERABLES

- Draft Public Outreach and Involvement Plan (Segments 1 and 2)
- Final Public Outreach and Involvement Plan (Segments 1 and 2)
- Stakeholder Database (Segments 1 and 2)
- Project website with secure domain name (Segments 1 and 2)
- Meeting Agenda, Minutes and Action Item Log for TAC Meetings
- Preparation and Attendance at ten (10) One-on-One Stakeholder Mtgs
- Preparation and Attendance at two (2) Public Information Meetings
- Presentation Material and Attendance at nine (9) RTC Board Meetings
- Presentation Material and Attendance at five (5) total Washoe County Board of Commissioners and/or Reno City Council Meetings

TASK 3 INVESTIGATION OF EXISTING CONDITIONS

3.1 GEOTECHNICAL INVESTIGATION

CONSULTANT will perform geotechnical investigations and associated laboratory testing to develop geotechnical design recommendations for Lemmon Drive.

3.1.1 Segment 1

In addition to the widening of Lemmon Drive to six lanes, it is assumed the existing lanes will be rehabilitated, possibly via mill and overlay.

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

Field exploration will include 15 borings located approximately every 300 to 400 feet along the roadway as well as at other selected locations to adequately reveal the subsurface soil and groundwater conditions for final design for Segment 1 improvements. A majority of the borings will be advanced to 10 feet below the existing ground surface, and some selected borings will be advanced to 15 feet depth. Borings will be located within both the

northbound and southbound travel lanes as well as on the sides/shoulders of the roadway where feasible.

Encroachment permits will be required with both NDOT and the City of Reno. For safety reasons, a 3rd party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings, a private utility locating firm will be hired, as necessary.

Borings will be backfilled with cement grout per NDOT/City of Reno requirements. The pavement cores will be patched per the permit requirements.

CONSULTANT will complete all necessary geotechnical and pavement analyses to develop the geotechnical and pavement recommendations for Segment 1. The geotechnical task lead will participate in design team and agency meetings throughout the design process, as appropriate.

The findings and recommendations will be summarized in a draft report for submittal to governing agencies. A final report will be issued addressing the comments; only one round of review and comments is scoped.

3.1.2 Segment 2

In addition to widening Lemmon Drive to four lanes, it is assumed the profile of Lemmon Drive will be raised above the flood elevation.

CONSULTANT will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

Research will also include review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards near the project location.

The geotechnical investigation for Segment 2 is meant to support the alternative analysis and 30% design of the preferred alternative, reducing the need for extensive additional exploration and laboratory testing for the final design. The profile adjustment will require improvements on the side streets, so exploration will be completed on side streets as well.

Field exploration will include the advancement of 35 borings along Segment 2 of Lemmon Drive and side streets within the expected profile adjustment near Swan Lake. The borings along Lemmon Drive will be located approximately every 400 to 500 feet. Additional borings will be advanced in the roadway segment near Swan Lake to address the recommendations for evaluation of other elements (levee, culverts, etc.) and also on the side streets intersecting Lemmon Drive. The borings will be advanced to adequately reveal the subsurface soil and groundwater conditions for evaluation of alternatives and preliminary design of the preferred alternative. A majority of the borings will be advanced to 10 feet below the existing ground, and up to 5 borings along Lemmon Drive near Swan

Lake will be advanced to 25 feet depth. The borings will be located within both northbound and southbound travel lanes of Lemmon Drive as well as on the sides/shoulders of the roadway where feasible.

Encroachment permits will be required with both City of Reno along Lemmon Drive and Washoe County for the side streets. For safety reasons, a 3rd party traffic control service will be hired for onsite traffic control and preparation of traffic control plans. Underground Service Alert (USA) will be contacted to clear all utilities in the location of the proposed boreholes. If significant utility conflicts exist based on USA markings, a private utility locating firm will be hired, as necessary.

Borings will be backfilled with cement grout per City of Reno/Washoe County requirements. The pavement cores will be patched per the permit requirements.

CONSULTANT will complete all necessary geotechnical analyses to develop the geotechnical recommendations for Segment 2. Geotechnical task lead will participate in design team and agency meetings throughout the design process, as appropriate.

The findings and recommendations will be summarized in a draft report for submittal to governing agencies. A final report will be issued addressing the comments; only one round of review and comments is scoped.

3.1.3 Exclusions

No pavement analysis will be completed for Segment 2. The City of Reno typical section for an arterial roadway, 6-inches asphalt over 12-inches aggregate base, will be assumed as the structural section for the 30% design.

No Geotechnical Investigation will be performed within the Segment 1B limits.

No Geotechnical Investigation will be performed within the Segment 2B limits.

3.1.4 Deliverables:

- Segment 1 Draft Geotechnical Report for Agency Review
- Segment 1 Final Geotechnical Report
- Segment 2 Draft Geotechnical Report for Agency Review
- Segment 2 Final Geotechnical Report

3.2 PAVEMENT DISTRESS/CONDITION SURVEY

3.2.1 Segment 1

CONSULTANT will perform a brief pavement distress/conditions survey within the Segment 1 project limits to provide a qualitative discussion of the distresses on the pavement, identifying the distress conditions, extent of the distress, etc. FHWA Distress Identification Manual for Long-Term Pavement Performance will be used to identify the

distress. This survey would not provide the lengths of the various cracks or areas of alligator cracking, fatigue failure, etc.

CONSULTANT will work with RTC to obtain, if any, PAVERS reports compiled by Nichols Consulting Engineers (NCE) for streets that include previous work history, quantitative information on distress, as well as overall pavement condition index (PCI) from their inspections.

3.2.2 Segment 2

Assuming the roadway profile will be adjusted, no pavement distress/condition survey will be performed within the Segment 2 limits of Lemmon Drive.

3.2.3 Exclusions

No pavement distress/condition survey will be completed for Segment 1B or Segment 2B.

3.3 EXISTING SUBSURFACE UTILITIES

CONSULTANT will coordinate with NV Energy, TMWA, City of Reno, Charter, AT&T, Verizon, and all other utility companies as necessary for obtaining records of existing improvements, upcoming work, facility relocations, and new installations. A total of four (4) utility coordination meetings are anticipated through the duration of the project.

CONSULTANT will investigate and locate subsurface utilities within the roadway R/W, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

3.3.1 Segment 1 Utilities

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 ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

CONSULTANT will coordinate any utility relocations necessary to accommodate the project with the utility companies. The design and technical specifications required to relocate impacted facilities will be provided by others. CONSULTANT will include the approved utility design(s) and unique technical provision requirements for each utility in the contract documents. CONSULTANT will assist the RTC in preparation of applications necessary for submission to utility companies for facility relocations, as required.

Coordination costs to be burdened by the RTC with the utility companies will be included in the Engineer's estimate.

No upgrading or expanding of facilities shall be included in the project scope.

Where modifications to existing easements are necessary or new easements are required, the needed easement(s) will be reflected on the plans and provided to the agency or company for their right-of-way acquisition process.

No right-of-way document preparation or acquisition activities are included

As it is difficult to estimate the level of effort required to perform this task, a budget estimate of 120 hours is included in this scope of services. Should the actual time required to coordinate exceed the budget estimate, CONSULTANT will notify the RTC and the budget will be adjusted.

3.3.2 Segment 2 Utilities

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, and investigate conflict resolution strategies.

Detailed utility relocations within Segment 2 project limits will not be completed as a part of this scope.

3.3.3 Exclusions

No utility work will be completed for Segment 1B or Segment 2B.

3.4 UTILITY POTHOLING

Where additional detail is required to support the design and avoidance of utility impacts, CONSULTANT shall perform potholing. It is assumed a total of up to 20 potholes will be conducted to locate facilities in Segment 1.

3.5 TOPOGRAPHIC SURVEY

3.5.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Lemmon Valley project. The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals. For the adjoining side streets, the existing ground topo shall extend 500' past the intersection with Lemmon Drive. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement, curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch features, hinge points, location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, invert and rim elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Field survey will include up to 25 right of way centerline monuments, property corners, section corners, and applicable public land survey monuments within the limits of Segment 1.

Segment 1 field topography limits will extend from 500' south of the Sky Vista Parkway / Buck Drive intersection to 500' north of Military Drive.

Segment 1B field topography limits will extend from the end of Segment 1 limits to the beginning of Segment 2 limits.

Segment 2 field topography limits will extend from the southern return of Limber Pine Drive (approximately 500' south of Fleetwood Drive) to 300' north of Chickadee Drive.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

CONSULTANT will coordinate with NDOT to obtain topographic survey information obtained for use on the U.S. 395 North Valleys Project, specifically along Lemmon Drive and the proposed diverging diamond interchange.

3.5.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone for the entire project corridor limits, including Segments 1B and 2B.

The drone flight path shall be established to provide aerial imagery and topography for 1000-feet beyond the right-of-way on either side of the roadway from the Southbound US395 exit/entrance ramp terminals to 1000' north of Pompe Way.

3.5.3 Deliverables:

- Color Aerial imagery ortho photos compatible with both MicroStation and AutoCAD
- MicroStation V8i file with topographic linework
- MicroStation InRoads Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One (1)-Foot existing ground contour intervals at a scale of 1"=20' for full width of existing right of way and 500' beyond each side street intersection return for Segment 1, 1B, and 2.

3.6 RIGHT OF WAY MAPPING

3.6.1 Segment 1

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the limits of Segment 1, as well as obtain copies of any recorded maps that identify road rights-of-way and property lines.

CONSULTANT will prepare right-of-way based on field survey of centerline monuments, section corners, and record maps. Field surveys to adequately locate existing property lines is included in Task 3.5.1.

The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services. Owners' names and assessor's parcel numbers will be shown on the base mapping.

3.6.2 Segment 2

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans as-is, with no further resolution.

3.7 RIGHT-OF-WAY ENGINEERING SERVICES

CONSULTANT will provide the following services for this Segment 1:

- Obtain and review current preliminary title reports for the affected ownerships along Segment 1. For budgetary purposes, it is estimated that ten (10) property ownerships will be affected resulting in ten (10) temporary construction easement acquisitions.
- Review title reports to determine if any easements exist that will affect the proposed route design – if any easements exist, copies of the easement documents will be obtained, and they will be delineated on the base mapping
- Where necessary, to locate information not provided in the PTR, as necessary, perform as necessary research with the County of Washoe to and obtain available record maps, assessor's parcel map, vesting ownership deeds, and easement documents to provide to the Project Team and identify existing rights of way.

- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each temporary easement interests.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.).
- Summarize all findings into a Preliminary Cost Estimate deliverable and corresponding abstract illustrating all key issues, assumptions, and findings associated with the estimate.
- If necessary, provide two sets of revisions (up to 4 hours each for the analyst position), assuming that any changes to alternative designs are minimal, do not result in a change to the type of acquisition (i.e. temporary easement only to permanent partial fee, etc.), and that revisions are performed no later than 6 months following the original estimate.
- Develop temporary easement acquisition documents including legal descriptions and plats for use by the RTC per the RTC standards.

CONSULTANT will attend in person up to two (2) and participate via phone in up to ten (10) additional right-of-way coordination meetings as required.

3.7.1 Exclusions

It is assumed no permanent easement, partial permanent acquisitions, or full takes will be required. It is assumed no utility coordination or utility agreements will be required. Right-of-Way engineering services will not be performed on Segments 1B, 2, or 2B.

3.8 TRAFFIC VOLUME VERIFICATION

3.8.1 Data Collection

CONSULTANT will collect new AM and PM peak hour volumes and turning movements at the study intersections, to update/verify the volumes identified in the North Valleys Multimodal Transportation Study Final Report, dated, February 20, 2017.

3.8.2 Update Travel Demand Forecast

CONSULTANT will evaluate the existing conditions and one future scenario year using outputs of the RTC's travel demand model, historical growth indicators, and known planned/approved development (i.e. new schools, private development projects, etc.). RTC will provide base year, 2020, and 2040 travel demand model outputs from RTC's most recent travel demand model. CONSULTANT will do basic post-processing of the model outputs to develop traffic forecasts for Lemmon Drive.

3.8.3 Traffic Operations Report

CONSULTANT will prepare a Traffic Operations Report that outlines existing and future traffic volumes at key intersections and describes the necessary lane configurations at the two major intersections, Sky Vista Parkway/Buck Drive and Military Road. The Lemmon Drive / US 395 intersection will be modeled as the proposed diverging diamond configuration being designed by NDOT.

Merge lane locations and lengths will be evaluated based on the traffic volume projections and adjacent intersection locations. Minor stop-controlled side street intersections will not be evaluated.

Signal timing will not be evaluated under this contract.

3.8.3.1 Deliverables

- One Draft version of the Traffic Operations Report
- One Final version of the Traffic Operations Report

3.9 ACCESS MANAGEMENT

According to the RTCs 2040 Regional Transportation Plan, Lemmon Drive is classified as a "Medium Access Control Arterial." RTC's Access Standards as outlined in the 2040 Regional Transportation Plan may be utilized given the urban nature of this project. The CONSULTANT will provide recommendations for select locations with special operational or safety concerns in a memorandum report. Access Management will be evaluated with the proposed design of raised median islands.

The existing median along Lemmon Drive just north of the Sky Vista Parkway / Buck Drive intersection is currently a two-way-left-turn lane (TWLTL) configuration. The widening of Lemmon Drive to six lanes will eliminate the acceptability of a TWLTL configuration, and access to and from Lemmon Drive will be reconfigured and confined to right-in/right-out only movements.

3.10 SAFETY ASSESSMENT

CONSULTANT will review the August 2010 to August 2015 crash data provided in the 2017 North Valleys Multimodal Transportation Study and will also obtain updated crash data from NDOT for August 2015-August 2018. CONSULTANT will identify existing hot spots and/or trends for special consideration. Characterization of the crash types and trends will be used to identify potential countermeasures that could be incorporated in the project design. Site specific crash analysis and diagramming is not included as a high-level, predictive type evaluation is intended.

3.11 DATA COLLECTION

CONSULTANT will obtain as-built data (pdf and electronic CADD files) for Lemmon Drive Segment 1 and Segment 2 project limits from the City of Reno.

CONSULTANT will coordinate with NDOT to obtain the current electronic design files for the diverging diamond configuration proposed for the Lemmon Drive/US 395 interchange. CONSULTANT will continue regular coordination with NDOT to ensure design information is updated as NDOT's design is finalized.

3.12 EXISTING HYDROLOGY

CONSULTANT will analyze the existing hydrology utilizing the Truckee Meadows Regional Drainage Manual, and applicable elements of the Orange Book as guidance. Analysis will include:

- Conduct a field observation of the project site.
- Obtain and review existing drainage studies which pertain to the project site.
- Gathering of relevant Swan Lake data and coordination with Washoe County regarding Swan Lake improvements
- Existing offsite peak flow rates will be calculated for the 25- and 100-year design storm events from localized off-site contributing areas at key concentration points, per the TMRDM. Off-site watersheds will be modeled using SCS HEC-1 or HEC-HMS.
- Coordination with Washoe County and their subconsultant, HDR, for Swan Lake hydraulic modeling inputs/outputs; however, Lemmon Drive will be designed per TMRDM requirements.
- Onsite peak flow rates will be calculated for the 5-, 10-, and 100-year storm events at key design points. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria, and for preliminary sizing of drainage facilities.
- For areas outside of the topographic survey limits, Washoe County contours will be used.
- It is assumed no offsite storm drainage facility design will be required.
- It is assumed the existing channel located between northbound and southbound Lemmon Drive has adequate capacity, and no design efforts are needed.

3.13 SEGMENT 1B MULTIMODAL CONNECTIVITY

CONSULTANT will review overall pedestrian and bicycle circulation patterns and linkages within Segment 1B and corresponding connectivity throughout the corridor and ensure crossing locations are adequate and meet ADA requirements.

3.13.1 Deliverables

- Technical memorandum summarizing any deficiencies and possible mitigation alternatives.

TASK 4 SEGMENT 1 PRELIMINARY DESIGN

4.1 DESIGN CRITERIA & SOFTWARE

4.1.1 Design Criteria

CONSULTANT will develop design criteria for Segment 1 and Segment 2. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version

If any structural design is needed beyond what is included in the Orange Book, The NDOT Structures Manual, 2008, and subsequent revisions, shall be used for design criteria.

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and agencies to reconcile any outstanding review comments and prepare and submit the final Segment 1 Design Criteria. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

4.1.2 Software

Project design and plans will be produced using MicroStation V8i and InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to the RTC, if required. ProjectWise will be used to organize CADD files, included those of the Subconsultants.

4.1.3 Deliverables

- Segment 1 Draft Design Criteria for Agency Review
- Segment 1 Final Design Criteria
- Segment 2 Draft Design Criteria for Agency Review
- Segment 2 Final Design Criteria

4.2 PRELIMINARY DESIGN – SEGMENT 1

4.2.1 50% Design

Incorporating the results of the updated traffic volume analysis report, CONSULTANT will prepare preliminary design for widening Lemmon Drive to six (6) lanes from US 395 to Military Road and any intersection improvements, if necessary.

Roadway plans will be designed in accordance with design criteria developed in sub-task 1.7.1 Design exceptions are not anticipated, however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

4.2.1.1 Drainage Analysis

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*. TMRDM section 709.2 North Valleys requires volumetric analysis within the Swan Lake basin to be based on the 100-year, 10-day storm event, while routing of peak flows shall be based on the 100-year, 24-hour storm event.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete a preliminary design (50 percent) of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Lemmon Drive will be incorporated into the design.

The preparation of FEMA submittals will not be required for Segment 1.

4.2.2 Environmental Permitting

CONSULTANT will coordinate with the Nevada Division of State Lands and the Nevada Division of Environmental Protection (NDEP) to verify there are no state-owned waters within the Segment 1 limits. It is assumed no permits will be required.

4.2.3 Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design, if any, for the 50% submittal will be conceptual only. No detailed analysis will be completed at the 50% design for lighting.

4.2.4 50% Plan Set

Plan sheets will be drafted electronically at full size, 1"=25' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=50' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 50% submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (3)

- As-constructed and proposed improvement typical sections for each alignment
- Minimum and maximum roadway widths for each alignment and lane configurations
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations, if any
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (7)

- Existing Right of Way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Removals and Utility Sheets (4)

- Two stacked plan view windows
- Removal Limits, including existing roadway, signs, drainage, etc.

- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

Roadway – Plan and Profile Sheets (7)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits
- Vertical grade and curve data
- Superelevation Diagrams

Drainage – Plan and Profile Sheets (7)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Striping Sheets (4)

- Double plan view, stacked windows
- Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Electrical Sheets (4)

- Preliminary electrical design layout, if necessary

Traffic Signal Sheets (2)

- Traffic signal modification (if necessary)

Landscape and Aesthetics Sheets (4)

- General Concept, no detailed information

Approximately 45 Sheets Total.

Exclusions from the 50% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared

- Retaining Wall Plans will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

4.2.5 50% Cost Estimate

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

4.2.6 50% Technical Provisions

RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 50% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

4.2.7 50% Design Submittal

CONSULTANT will submit 50% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
 - 3 copies 11"x17" 50% design plans, Design Exception Summary (as necessary);
 - 1 copy Draft Hydraulic Report (without appendices)
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- City of Reno and Washoe County:
 - 2 copies 11"x17" 50% design plans, Design Exception Summary (as necessary);
 - 1 copy Draft Hydraulic Report (without appendices)
 - 1 copy Engineer's opinion of probable construction cost estimate;

- 2 CDs with 22" x 34" PDF of 50% design plans; construction cost estimate; full version of Draft Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- Utility Companies with facilities in the area:
 - 1 copy 11"x17" 50% design plans;
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

4.2.8 Constructability Review / Risk Assessment Workshop

Subconsultant PCSG will provide an independent constructability review of the 50% design plans, an independent review of the 50% cost estimate, and provide a draft construction schedule. Subconsultant PCSG will also host a risk assessment workshop to be attended by the RTC, City of Reno, Washoe County, NDOT, and other TAC members, as appropriate, during the agency review period of the 50% design plans.

4.2.9 50% Review Comment Resolution

CONSULTANT will consolidate and provide responses to the 50% plan review comments. A comment resolution meeting, with 6 CONSULTANT attendees, will be held if comments are extensive and need agency coordination prior to advancing the design to the 90% level.

4.2.10 90% Design

Incorporating agency comments from the 50% design review, CONSULTANT will advance the design and prepare 90% preliminary design plans, a corresponding 90% preliminary opinion of probable construction cost estimate, and 90% technical specifications.

4.2.11 90% Plan Set

Plan sheets included in the 50% submittal will be advanced to the 90% level of detail. Additional sheets to be included are:

- Geometric Control and Grading Plans (5): Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Signal and Traffic Signal Interconnect plans (6)
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (2)
- Detailed analysis for lighting and/or electrical (4)
- Retaining Wall or other Special Structural Features (5)
- Detail Sheets (10)

- Site reconstruction plans including landscape and aesthetic design for remediation of impacts to adjacent properties (8)

Approximately 85 Sheets total

Exclusions from the 90% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included

4.2.12 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

4.2.13 90% Technical Provisions

CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional items as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

4.2.14 90% Design Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
 - 3 copies 11"x17" 90% design plans, Design Exception Summary (as necessary);
 - 1 copy 90% Technical Specifications
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF of 90% design plans, technical specifications, construction cost estimate, full versions of hydraulic, geotechnical, and traffic analysis reports
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form
- City of Reno and Washoe County:
 - 2 copies 11"x17" 90% design plans, Design Exception Summary (as necessary);
 - 1 copy 90% Technical Specifications
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF of 90% design plans, technical specifications, construction cost estimate, full versions of hydraulic, geotechnical, and traffic analysis reports
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

- Utility Companies with facilities in the area:
 - 1 copy 11"x17" 90% design plans
 - 1 copy Technical Specifications
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

4.2.15 Constructability, Cost Estimate, and Technical Specification Review

Subconsultant PCSG will provide an independent constructability review of the 90% design plans, an independent review of the 90% cost estimate, an independent review of the technical specifications and update the draft construction schedule prepared at 50% design.

TASK 5 SEGMENT 1 FINAL DESIGN

Task 5.1 SEGMENT 1 – 100% DESIGN

CONSULTANT will organize a 90% review comment reconciliation meeting with the RTC and other agencies. Six (6) CONSULTANT team members are anticipated to attend the comment reconciliation meeting. The agreed upon revisions will be incorporated into the plans, allowing the CONSULTANT to finalize the design plans, specifications, and engineer's estimate to 100%.

CONSULTANT will submit 100% plans, specifications and engineer's estimate to RTC, Washoe County, City of Reno, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

Subconsultant PCSG will provide an independent constructability review of the 100% design plans, an independent review of the 100% cost estimate, an independent review of the technical specifications and update the construction schedule prepared at 100% design.

5.1.1 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
 - 3 copies 11"x17" of 100% design plans, Design Exception Summary (as necessary);
 - 1 copy 90% Technical Specifications
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF of 100% design plans, technical specifications, and construction cost estimate; full versions of hydraulic, geotechnical, and traffic analysis reports
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

- City of Reno and Washoe County:
 - 2 copies 11"x17" 100% design plans, Design Exception Summary (as necessary);
 - 1 copy 90% Technical Specifications
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF of 100% design plans, technical specifications, and construction cost estimate; full versions of hydraulic, geotechnical, and traffic analysis reports
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

- Utility Companies with facilities in the area:
 - 1 copy 11"x17" 100% design plans
 - 1 copy Technical Specifications
 - 1 Electronic Distribution of Review Comment Instructions & Comment Form

Task 5.2 SEGMENT 1 – FINAL DESIGN

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

5.2.1 Final Design Submittal

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via a USB or CD to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11" x 17", of the Final Design Plan Set and 1 hard copy of the Technical Specifications to the RTC, City of Reno, and Washoe County.

TASK 6 SEGMENT 1 BIDDING SERVICES

CONSULTANT will provide services during bidding for Lemmon Drive Segment 1. CONSULTANT Project Manager and Design Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager and Design Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

TASK 7 SEGMENT 2 ALTERNATIVE ANALYSIS

7.1 SEGMENT 2 – ALTERNATIVES DEVELOPMENT

In coordination with the TAC, CONSULTANT will develop the project purpose and need and project goals. Once these have been established and agreed upon, several conceptual level alternatives will be identified for screening. CONSULTANT will follow a two-step process for evaluating and screening the alternatives.

7.2 LEVEL 1 SCREENING

The Level 1 screening process will be a qualitative evaluation of conceptual level alternatives developed by the TAC. They will be screened based on the ability to meet project purpose and need, ability to meet project goals, ability to avoid and minimize impacts to the natural and built environment, and input from the TAC.

CONSULTANT will work with County and City of Reno staff to gain information regarding Swan Lake water surface elevation. CONSULTANT will evaluate how widening and profile adjustments to Lemmon Drive would impact the flood plain, and how project specific impact mitigation might be completed as a piece of the overall solution for Swan Lake. Proposed development conditions and how they would affect alternatives will also be considered during the evaluation process.

The results of the Level 1 screening process will identify the top three alternatives to be further developed to a 15% design level.

CONSULTANT will provide 15% design for up to three alternatives. The design will include determining typical sections, profile adjustment, drainage concepts, impacts to adjoining cross streets, multi-use path alignment, floodplain impacts and mitigation measures, striping configuration, traffic analysis results, major utility conflicts, and coordination with regional Swan Lake improvements.

7.2.1 Deliverables:

- Completed Level 1 Screening Evaluation Chart
- 1" = 100' scale Roll Plots (36"x 60" maximum size each) (approx.. 3 plots)
- PDFs created; 6 printed copies
- Plan view – Roadway, Drainage Concepts, Striping, Major Utility Conflicts, and Swan Lake Coordination Features, preliminary finished grade contours, cut/fill limits, existing right-of-way
- Profile view shall be included below the plan view.
- Design Report Technical memo for each of the three alternatives summarizing key design issues and possible mitigations, and a construction cost estimate.

7.3 CONSTRUCTABILITY REVIEW / RISK ASSESSMENT WORKSHOP

Subconsultant PCSG will provide an independent constructability review and risk assessment of the three selected alternatives. PCSG will share the information during a TAC meeting to be included in the Level 2 Screening process.

7.4 LEVEL 2 SCREENING

The Level 2 screening process will be qualitative evaluation of the 15% Design of the three selected alternatives. They will be screened based on criteria developed and agreed upon by the TAC, including planning level construction costs. The results of the Level 2 screening process will identify provide a consensus of the preferred alternative to be advanced to 30% design.

7.4.1 Deliverables:

- Level 2 Screening Evaluation Chart and Technical Memorandum summarizing the three alternatives and the selection and consensus of the preferred alternative.

TASK 8 SEGMENT 2 PRELIMINARY DESIGN

8.1 30% DESIGN

CONSULTANT will advance the preferred alternative to a 30% design level. Roadway plans will be designed in accordance with design criteria developed in sub-task 4.1.1.

Design exceptions are not anticipated, however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations. An engineer's estimate of probable construction cost will accompany the 30% design; Technical Specifications will be excluded.

8.1.1 Drainage Analysis

This scope is based upon the drainage criteria outlined by the *Truckee Meadows Regional Drainage Manual (TMRDM)*, *Truckee Meadows Structural Controls Design and Low Impact Development Manual*. TMRDM section 709.2 North Valleys requires volumetric analysis within the Swan Lake basin to be based on the 100-year, 10-day storm event, while routing of peak flows shall be based on the 100-year, 24-hour storm event.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning's Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate if existing drainage facilities meet drainage criteria using Manning's Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete a preliminary design (30 percent) of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Lemmon Drive will be incorporated into the design.

As Segment 2 will encroach into the FEMA special flood hazard area AE, CONSULTANT will prepare a technical memorandum with alternatives for the project's construction within the FEMA flood zone.

8.1.2 Environmental Permitting

CONSULTANT will meet with each of the potential permitting agencies and discuss the conceptual project, design alternatives, construction delivery method alternatives, and will work to establish with each agency the permitting requirements for the project, any known limitations to construction methods and any mitigation expected for project permitting. This will clarify which regulatory agencies will assert jurisdiction over the project and the permitting that each will require, if any. This effort will also identify for the project the types and depth of information required to make permit application(s) with each permitting agency, the permit limitation(s) on construction methods, and the timeline for securing the permit(s), if any.

The fee associated with this scope assumes a maximum of ten (10), two (2)-hour, in-person, meetings.

Permits for the project may include but are not limited to: Nevada Division of Environmental Protection Working in Waters Permit, 401 Water Quality Permit, Construction Stormwater Permit, discharge permits for dewatering; building and grading permits and associated local floodplain management; Special Use Permit; Nevada Division of State Lands Permits; and other permits as identified throughout the review process.

For each required permit identified, CONSULTANT will develop a summary of submittal requirements, timelines, risks to the project, and permitting fees. These results will be factored into the selection of the preferred alternative.

8.1.2.1 Exclusions

Per the RTC, it is assumed no Federal Funding will be applied to the project, and therefore no NEPA compliance review is required.

It is assumed a 408 Permit will not be required through the Army Corp of Engineers.

No FEMA flood boundary adjustment(s) are included in this scope/fee.

No permit applications will be submitted.

8.1.3 Lighting and Electrical Design

No lighting or electrical design will be included with the 30% design for Segment 2.

8.2 30% PLAN SET

Plan sheets will be drafted electronically at full size, 1" = 25' scale, on 22" x 34" size paper, PDF'd full size, but printed only at half size, 1" = 50' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, and Abbreviations (2)

Typical Section Sheets (4)

- As-constructed and proposed improvement typical sections for each alignment
- Minimum and maximum roadway widths for each alignment and lane configurations
- Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
- Proposed pedestrian and bicycle improvements
- Proposed retaining wall locations, if any
- Removal limits
- Pavement section depths

Survey Control / Right of Way Sheets (10)

- Existing Right of Way limits
- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement

Removals and Utility Sheets (10)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations
- Sign removals
- Existing ground contours at 1' interval

Roadway – Plan and Profile Sheets (18)

- Plan view over profile view stacked window layout
- Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths
- Preliminary cut and fill slope limits

- Vertical grade and curve data
- Superelevation Diagrams

Drainage – Plan and Profile Sheets (18)

- Plan view over pipe profile view stacked window layout
- Locations of existing and proposed drainage facilities
- Locations of utilities shown in plan view
- Locations of utility crossings in pipe profile view
- Proposed ground contours at 1' interval

Striping Sheets (10)

- Two stacked plan view windows
- Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes

Traffic Signal Sheets (2)

- Traffic signal modifications (if necessary)

Landscape and Aesthetics Sheets (3)

- General Concept, no detailed information

Approximately 70 Sheets Total.

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruct plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Profiles and Details will not be prepared
- Retaining Wall Plans will not be prepared
- Signal and Traffic Signal Interconnect plans will not be prepared
- Detailed analysis for lighting and/or electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)
- No soundwalls or soundwall aesthetic design is included
- No landscape and aesthetic design for remediation of impacts to adjacent private parcels is included

8.3 30% COST ESTIMATE

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

8.4 30% DESIGN SUBMITTAL

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

- RTC
 - 3 copies 11"x17" 30% design plans, Design Exception Summary (as necessary);
 - 1 copy Draft Hydraulic Report (without appendices)
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF and of 30% design plans, and construction cost estimate;
 - 1 Electronic Distribution of Review Comment Instructions & Comment Template
- City of Reno and Washoe County:
 - 2 copies 11"x17" 30% design plans, Design Exception Summary (as necessary);
 - 1 copy Draft Hydraulic Report (without appendices)
 - 1 copy Engineer's opinion of probable construction cost estimate;
 - 2 CDs 22" x 34" PDF and of 30% design plans, and construction cost estimate; full version of Hydraulic Report; full version of geotechnical report; full version of Traffic Analysis Report
 - 1 Electronic Distribution of Review Comment Instructions
- Utility Companies with facilities in the area:
 - 1 copy 11"x17" 30% design plans;
 - 1 Electronic Distribution of Review Comment Instructions

TASK 9 SEGMENT 2 PROJECT DELIVERY SELECTION APPROACH

9.1 PROJECT DELIVERY METHOD SELECTION

9.1.1 Project Delivery Method Selection Workshop #1

CONSULTANT will organize and present a four (4) hour workshop for RTC staff to explain alternate project delivery selection method tools currently in use by various agencies, including Nevada, Utah, and Colorado Departments of Transportation. Working with RTC staff, selection of the preferred tool to use as a starting point will be decided upon.

9.1.2 Project Delivery Method Selection Workshop #2

CONSULTANT will use the NDOT (assuming it is selected as the preferred tool) Project Delivery Selection tool as a starting point, and revise the tool based on project specific goals, challenges, and opportunities. Together with the RTC, CONSULTANT will evaluate

three project delivery methods: Design-Build (DB), Construction Manager At-Risk (CMAR), and Design-Bid-Build (DBB). This is assumed to be a four (4) hour workshop as well.

CONSULTANT will prepare a Project Delivery Selection technical memorandum summarizing the scoring results and the recommended project delivery method for construction. Included in the scoring will be costs associated with the CMAR and DB processes.

9.1.3 Deliverables

- Draft - Project Delivery Method Recommendation Technical Memorandum
- Final – Project Delivery Method Recommendation Technical Memorandum

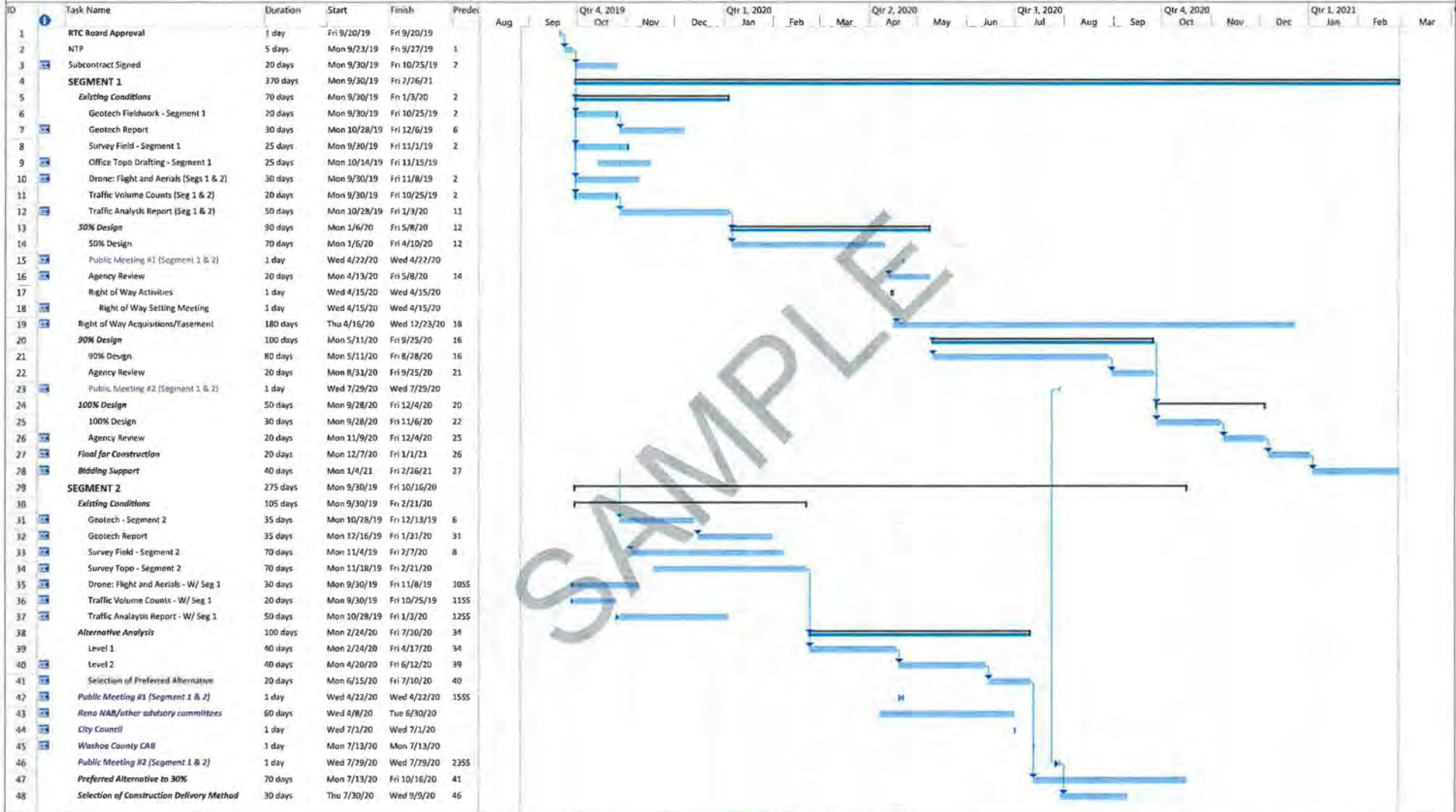
9.2 PROGRAM MANAGER FOR DESIGN-BUILD (POSSIBLE ADDENDUM)

If design-build (DB) is selected as the preferred project delivery method, an addendum will be issued to CONSULTANT to prepare scope and fee for the program management role for this project. This role shall include the project management and administrative support and coordination with RTC engineering and procurement departments, development of qualification evaluation criteria, methodology, proposal criteria and proposal evaluation criteria. CONSULTANT will develop and assist the RTC in publishing the RFQ, develop and publish the Draft RFP, review and publication support for the final RFP, ITP, and addenda, evaluation and selection review and support, and contract conformance.

TASK 10 DESIGN CONTINGENCY

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 to 9. 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.

LEMON VALLEY



Project: Lemon Valley Schedule
Date: Tue 8/27/19

| | | | | | | |
|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress |
| Split | Project Summary | Inactive Summary | Manual Summary Rollup | Pre-Only | Qualifier | |
| Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress | |

Exhibit B

Compensation

SAMPLE

Exhibit B - Compensation Schedule

| Project Title | Project Manager | Design Manager | Senior Proj Manager | Project Engineer III | Project Engineer II | Project Engineer I | Staff Engineer | CAD Tech | QA/QC Manager | ROW Associate | Landscape Architect | Sr. Structural | Sr. Public Inv. | Project Accountant | Admin / Project Controls | Hours | Subtask Cost | Sub-Consultants | Total Costs |
|---|-----------------|----------------|---------------------|----------------------|--------------------------|--------------------|----------------|----------|---------------|------------------|---------------------|----------------|-----------------|--------------------|--------------------------|-------|--------------|-----------------|-------------|
| Proposed Staff | Kevin | Chris | John K. Jerry Ph.D. | Clint H | Ben, Sharon, Kayann, Zen | Meliss | Ashley | John | Kim Nekes | Hilana, Patricia | Linda | Gregory | Tabbi | | Shawn/Clay | | | | |
| Rate | | | | | | | | | | | | | | | | | | | |
| avg Rates | \$180.00 | \$130.00 | \$250.00 | \$160.00 | \$135.00 | \$100.00 | \$75.00 | \$100.00 | \$250.00 | \$160.00 | \$185.00 | \$240.00 | \$190.00 | \$65.00 | \$60.00 | | | | |
| 1.0 Project Management | 970 | 310 | 84 | 4 | 426 | 46 | 46 | 46 | 0 | 50 | 4 | 46 | 4 | 120 | 418 | 2574 | \$ 360,120 | \$ - | |
| 1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management | 744 | 92 | 80 | | | | | | | | | | | 120 | 268 | 1304 | \$ 189,760 | | |
| 1.2 Kickoff Meetings | 16 | 8 | 4 | 4 | 12 | 4 | 4 | 4 | | 8 | 4 | 4 | 4 | | 8 | 84 | \$ 12,500 | | |
| 1.3 Project Management Meetings | 144 | 14 | | | 288 | | | | | | | | | | | 576 | \$ 83,520 | | |
| 1.4 Internal Design Coordination Meetings | 42 | 42 | | | 126 | 42 | 42 | 42 | | 42 | | 42 | | | 42 | 462 | \$ 60,900 | | |
| 1.5 Project & Quality Management Plans Dev. & Updates | 24 | 24 | | | | | | | | | | | | | 100 | 148 | \$ 13,440 | | |
| 2.0 Public Outreach | 262 | 170 | 0 | 0 | 80 | 12 | 12 | 68 | 0 | 0 | 0 | 0 | 12 | 0 | 140 | 756 | \$ 99,640 | \$ 80,000 | |
| 2.1 Public Outreach Plan/Methods/Stakeholder Database | | | | | | | | | | | | | | | 40 | 40 | \$ 2,400 | | |
| 2.2 TAC Meetings | 80 | 40 | | | 80 | | | | | | | | | | 80 | 280 | \$ 35,200 | | |
| 2.3 One-on-One Stakeholder Meetings | 80 | 80 | | | | | | | | | | | | | | 160 | \$ 24,800 | | |
| 2.4 Public Information Migs (2) | 64 | 12 | | | | 12 | 12 | 48 | | | | | 12 | | 20 | 180 | \$ 23,460 | | |
| 2.5 RTC Board Meetings | 18 | 18 | | | | | | | | | | | | | | 36 | \$ 5,580 | | |
| 2.6 Washoe County Comm & Reno City Council | 20 | 20 | | | | | | 20 | | | | | | | | 60 | \$ 8,200 | | |
| SUB SI Marketing | | | | | | | | | | | | | | | | 0 | \$ - | \$ 80,000 | |
| 3.0 Investigation of Existing Conditions | 29 | 182 | 24 | 0 | 448 | 48 | 0 | 20 | 0 | 260 | 0 | 0 | 0 | 0 | 0 | 1195 | \$ 162,160 | \$ 112,992 | |
| 3.1 Geotechnical Investigation | 4 | 16 | | | | | | | | | | | | | | 20 | \$ 2,800 | | |
| SUB Black Eagle | | | | | | | | | | | | | | | | 0 | \$ - | \$ 210,430 | |
| 3.2 Pavement Distress/Condition Survey | 1 | 8 | | | | | | | | | | | | | | 17 | \$ 2,020 | | |
| 3.3 Existing Subsurface Utilities | | 14 | | | | | | | | | | | | | | 14 | \$ 1,820 | | |
| 3.4 Utility Potholing | 8 | 16 | | | | | | | | | | | | | | 24 | \$ 3,520 | | |
| SUB Potholing | | | | | | | | | | | | | | | | 0 | \$ - | \$ 30,000 | |
| 3.5 Topographic Survey & Aerial Images | 16 | | | | 16 | | | 16 | | | | | | | | 48 | \$ 6,640 | | |
| SUB MAPCA Surveys | | | | | | | | | | | | | | | | 0 | \$ - | \$ 142,562 | |
| 3.6 Right-Of-Way Mapping | | 18 | | | | | | 108 | | 80 | | | | | | 206 | \$ 25,940 | | |
| 3.7 Right-Of-Way Engineering | | | | | | | | 80 | | 180 | | | | | | 260 | \$ 36,800 | | |
| SUB OPC | | | | | | | | | | | | | | | | 0 | \$ - | \$ 20,000 | |
| 3.8 Traffic Volume Verification | | 18 | 16 | | | | | | | | | | | | | 274 | \$ 38,740 | | |
| SUB Traffic Counts | | | | | | | | | | | | | | | | 0 | \$ - | \$ 10,000 | |
| 3.9 Access Management | | 32 | | | 32 | | | | | | | | | | | 64 | \$ 8,480 | | |
| 3.10 Safety Assessment | | 12 | | | 56 | | | | | | | | | | | 68 | \$ 9,120 | | |
| 3.11 Data Collection | | 16 | | | | 40 | | | | | | | | | | 56 | \$ 6,080 | | |
| 3.12 Existing Hydrology | | | 8 | | 40 | | | | | | | | | | | 48 | \$ 7,400 | | |
| 3.13 Segment 1B Multimodal Connectivity | | 32 | | | 64 | | | | | | | | | | | 96 | \$ 12,800 | | |
| 4.0 Segment 1 - Preliminary Design | 106 | 480 | 0 | 60 | 1332 | 100 | 696 | 560 | 56 | 0 | 82 | 28 | 0 | 0 | 104 | 3604 | \$ 431,230 | \$ 85,500 | |
| 4.1.1 Design Criteria (Segments 1&2) | | 12 | | | 12 | | 48 | | | | | | | | | 72 | \$ 6,780 | | |
| 4.1.2 Software - ProjectWise Setup | | | | | | | | 40 | | | | | | | | 40 | \$ 4,000 | | |
| 4.2.1 Segment 1 - 50% Roadway | 46 | 200 | | | 400 | 40 | 280 | | | | | 8 | | | | 944 | \$ 109,800 | | |
| 4.2.1.1 Segment 1 - 50% Drainage | | | | 20 | 200 | | | | | | | | | | | 220 | \$ 30,200 | | |

| Project Title | Project Manager | Design Manager | Senior Proj Manager | Project Engineer II | Project Engineer III | Project Engineer I | Staff Engineer | CAD Tech | QA/QC Manager | ROW Associate | Landscape Architect | Sr. Structural | Sr. Public Infr. | Project Accountant | Admin / Project Controls | Hours | Subtask Cost | Sub-Consultants | Total Costs |
|---|-----------------|----------------|---------------------|---------------------|-------------------------|--------------------|----------------|----------|---------------|-----------------|---------------------|----------------|------------------|--------------------|--------------------------|---------|--------------|-----------------|-------------|
| Proposed Staff | Kris | Clark | John K. Jerry Ph.D. | Clint H. | Ben Shuman, Kavani, Zen | Mauro | Antoine | John | Kim Nicks | Hafsa, Patricia | Linda | Chapin | Dick | | Sharon Candy | | | | |
| Hour Rate | | | | | | | | | | | | | | | | | | | |
| Task | Hour Rates | \$180.00 | \$130.00 | \$250.00 | \$160.00 | \$135.00 | \$100.00 | \$75.00 | \$100.00 | \$250.00 | \$160.00 | \$185.00 | \$240.00 | \$190.00 | \$65.00 | \$60.00 | | | |
| 4.2.1.2 Segment 1 - Environmental Permitting | | | | | | 4 | | | | | | | | | | 4 | \$ 540 | | |
| SUB TriSage | | | | | | | | | | | | | | | | 0 | \$ - | \$ 5,000 | |
| 4.2.1.3 Segment 1 - Lighting & Electrical | | | 8 | | | | | | | | | | | | | 8 | \$ 1,040 | | |
| SUB PK Electrical | | | | | | | | | | | | | | | | 0 | \$ - | \$ 60,000 | |
| 4.2.2 Segment 1 - 50% Plan Set | | | | | | | | 300 | 24 | | | | | | | 324 | \$ 36,000 | | |
| 4.2.3 Segment 1 - 50% Cost Estimate | | 4 | 16 | | | 64 | 24 | | | | | | | | | 108 | \$ 13,248 | | |
| 4.2.4 Segment 1 - 50% Technical Specifications | | 8 | 16 | | | 16 | | | | | | | 4 | | | 44 | \$ 6,640 | | |
| 4.2.5 Segment 1 - 50% Design Submittal | | 8 | 8 | | | | 8 | | | | | | | | 40 | 64 | \$ 5,480 | | |
| 4.2.6 Segment 1 - 50% Constructability/Risk Assessment WkShop | | 8 | 8 | | | 16 | 8 | | | | | | | | | 40 | \$ 5,240 | | |
| SUB PCSG | | | | | | | | | | | | | | | | 0 | \$ - | \$ 11,500 | |
| 4.2.7 Segment 1 - 50% Review Comment Resolution | | 16 | 16 | | | 32 | | 16 | | | | | | | 24 | 106 | \$ 12,290 | | |
| 4.2.8 Segment 1 - 90% Design | | 16 | 112 | | 40 | 500 | 60 | 280 | | | | | 8 | | | 1096 | \$ 135,060 | | |
| 4.2.9 Segment 1 - 90% Plan Set | | | | | | | | 220 | 32 | | | | | | | 252 | \$ 30,000 | | |
| 4.2.10 Segment 1 - 90% Cost Estimate | | 4 | 16 | | | 32 | 24 | | | | | | | | | 76 | \$ 8,920 | | |
| 4.2.11 Segment 1 - 90% Technical Specifications | | 16 | 60 | | | 56 | | | | | | | 8 | | | 140 | \$ 20,160 | | |
| 4.2.12 Segment 1 - 90% Design Submittal | | 8 | 8 | | | | 8 | | | | | | | | 40 | 64 | \$ 5,480 | | |
| 4.2.13 Segment 1 - 90% Constructability/Risk Assessment | | 2 | | | | | | | | | | | | | | 2 | \$ 360 | | |
| SUB PCSG | | | | | | | | | | | | | | | | 0 | \$ - | \$ 9,000 | |
| 5.0 Segment 1 - Final Design | | 32 | 64 | 0 | 0 | 256 | 0 | 84 | 64 | 48 | 0 | 12 | 18 | 0 | 80 | 658 | \$ 84,680 | \$ 8,500 | |
| 5.1 Segment 1 100% Design | | 4 | 16 | | | 180 | | 40 | 16 | | | 8 | 4 | | | 328 | \$ 42,040 | | |
| 5.1 Segment 1 100% Estimate & Specs & Delivery | | 16 | 16 | | | 28 | | 8 | 8 | | | 4 | 8 | | 40 | 128 | \$ 16,400 | | |
| SUB PCSG | | | | | | | | | | | | | | | | 0 | \$ - | \$ 7,500 | |
| 5.2 Segment 1 Final Design | | 4 | 16 | | | 24 | | 8 | 24 | 16 | | | 4 | | | 96 | \$ 14,000 | | |
| 5.2 Segment 1 Final Estimate & Specs & Delivery | | 8 | 16 | | | 24 | | 8 | 8 | | | | 2 | | 40 | 106 | \$ 12,240 | | |
| SUB PCSG | | | | | | | | | | | | | | | | 0 | \$ - | \$ 1,000 | |
| 6.0 Segment 1 - Bidding Services | | 32 | 32 | 0 | 0 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 100 | \$ 14,780 | \$ - | |
| 6.1 Bidding Services | | 32 | 32 | | | 36 | | | | | | | | | | 100 | \$ 14,780 | | |
| 7.0 Segment 2 - Alternatives Analysis | | 68 | 212 | 0 | 0 | 344 | 12 | 160 | 180 | 24 | 0 | 0 | 60 | 0 | 0 | 40 | 1100 | \$ 140,240 | \$ 11,000 |
| 7.1 Alternatives Development | | 24 | 24 | | | 38 | | | | | | | | | | 96 | \$ 13,920 | | |
| 7.2 Level 1 Screening | | 16 | 80 | | | 124 | 8 | 80 | 80 | | | | 20 | | | 408 | \$ 49,620 | | |
| 7.3 Construction/Risk Workshop | | 4 | 4 | | | 8 | 4 | | | | | | | | | 20 | \$ 2,720 | | |
| 7.4 Level 2 Screening | | 16 | 80 | | | 164 | | 80 | 100 | | | | 40 | | | 480 | \$ 61,020 | | |
| 7.5 Deliverables | | 8 | 24 | | | | | | 24 | | | | | | 40 | 96 | \$ 12,960 | | |
| SUB PCSG | | | | | | | | | | | | | | | | 0 | \$ - | \$ 11,000 | |
| 8.0 Segment 2 - Preliminary Design | | 40 | 204 | 0 | 0 | 678 | 48 | 268 | 200 | 24 | 0 | 40 | 48 | 0 | 0 | 40 | 1590 | \$ 197,470 | \$ 22,000 |
| 8.1 30% Design | | 24 | 180 | | | 450 | 40 | 240 | | | | 40 | 40 | | | 1014 | \$ 127,470 | | |
| 8.1.1 30% Drainage | | | | | | 160 | | | | | | | | | | 160 | \$ 21,600 | | |
| 8.1.2 Environmental Permitting | | | | | | 12 | | | | | | | | | | 12 | \$ 1,620 | | |
| SUB TriSage | | | | | | | | | | | | | | | | 0 | \$ - | \$ 15,000 | |
| 8.1.3 Lighting & Electrical | | | | | | | | | | | | | | | | 0 | \$ - | | |

| Project Title | Project Manager | Design Manager | Senior Proj Manager | Project Engineer III | Project Engineer II | Project Engineer I | Staff Engineer | CAD Tech | QA/QC Manager | ROW Associate | Landscape Architect | Sr. Structural | Sr. Public Infr | Project Accountant | Admin / Project Controls | Hours | Subtask Cost | Sub-Consultants | Total Costs |
|--|---|----------------|-----------------------|----------------------|---------------------------|--------------------|----------------|-----------|---------------|-----------------|---------------------|----------------|-----------------|--------------------|--------------------------|-----------|--------------|-----------------|--------------|
| Proposed Staff | Kaci | Chris | John K. Jerry (Owner) | Clad II | Ben, Sharon, Kayana, Zari | Mateo | Anthony | John | Kari Nokes | Hafsa, Patricia | Linda | Cooper | Dabi | | Sharon/Clady | | | | |
| Base Rate | \$180.00 | \$130.00 | \$250.00 | \$160.00 | \$135.00 | \$100.00 | \$75.00 | \$100.00 | \$250.00 | \$160.00 | \$185.00 | \$240.00 | \$190.00 | \$65.00 | \$60.00 | | | | |
| Task | | | | | | | | | | | | | | | | | | | |
| 8.2 | 30% Plan Set | | | | | | | 200 | 24 | | | | | | | 224 | \$ 26,000 | | |
| 8.3 | 30% Cost Estimate | 8 | 16 | | 56 | | 28 | | | | | 8 | | | | 116 | \$ 15,100 | | |
| | SUB PCSG | | | | | | | | | | | | | | | 0 | \$ - | \$ 7,000 | |
| 8.4 | 30% Design Submittal | 8 | 8 | | | 8 | | | | | | | | | | 40 | \$ 5,680 | | |
| 9.0 | Segment 2 Project Delivery Method Selection | 24 | 8 | 4 | 0 | 8 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 | \$ 8,840 | \$ 10,500 | |
| 9.1.1 | Workshop #1 | 12 | 4 | | 4 | 4 | 4 | | | | | | | | | 28 | \$ 3,920 | | |
| 9.1.2 | Workshop #2 | 12 | 4 | 4 | | 4 | 4 | | | | | | | | | 32 | \$ 4,920 | | |
| | SUB Avenue Consultants | | | | | | | | | | | | | | | 0 | \$ - | \$ 10,500 | |
| 10.0 | Design Contingency - \$250,000 per RTC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 224,000 | \$ 26,000 | |
| 10.1 | Design Contingency As Approved By RTC | | | | | | | | | | | | | | | 0 | \$ 224,000 | | |
| | SUB Subconsultants | | | | | | | | | | | | | | | 0 | \$ - | \$ 26,000 | |
| | Subconsultant - Dyer | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 247,280 | |
| | All Tasks | | | | | | | | | | | | | | | 0 | \$ - | \$ 247,280 | |
| | Hours Per Staff | 1563 | 1662 | 112 | 64 | 3608 | 274 | 1274 | 822 | 152 | 310 | 138 | 200 | 16 | 120 | 822 | 11637 | | |
| | Base Scope Direct Labor Costs | \$ 281,340 | \$ 216,060 | \$ 28,000 | \$ 10,240 | \$ 487,080 | \$ 27,400 | \$ 95,550 | \$ 132,200 | \$ 38,000 | \$ 49,600 | \$ 25,530 | \$ 48,000 | \$ 3,040 | \$ 7,800 | \$ 49,320 | \$ 1,723,160 | \$ 903,772 | |
| | Direct Expenses | | | | | | | | | | | | | | | | \$ 35,000 | | |
| | Misc. Exp. | \$ 20,000 | | | | | | | | | | | | | | | | | |
| | Travel Costs (Airfare, Car, Hotel, Food) | \$ 15,000 | | | | | | | | | | | | | | | | | |
| TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL (Rounded) | | | | | | | | | | | | | | | | | \$ 1,758,160 | \$ 903,772 | \$ 2,661,932 |

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS**

2018-11-02 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Judy Tortelli, P.E.
Engineer II


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Award of Professional Services Agreement (PSA) for the Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD (“NCE”) to provide design services and optional engineering during construction for the Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street Project in an amount not to exceed \$913,830; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with NCE is for professional design services for the Reno Consolidated 20-01 Project in the amount of \$665,447, and optional engineering during construction services (EDC) in the amount of \$248,383. The Project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Westfield Avenue to Booth Street, and First Street from Arlington Avenue to 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 NCE’s scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

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

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of October 1, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Nichols Consulting Engineers, CHTD ("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 deliver the project known as Reno Consolidated 20-01 (the "Project") to rehabilitate and/or reconstruct the following streets: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake to Booth Street, and First Street from Arlington Avenue to Virginia Street; and

WHEREAS, the Project will include removal and replacement of the roadway structural section, mill and fill, sidewalk, curb and gutter replacement as necessary, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, reconstruction of driveways, and other incidentals necessary for the rehabilitation and/or reconstruction of the street segments 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 I - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and engineering during construction services for the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in 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.
- 1.5. 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.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. OPTIONS

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

2.4. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

| | |
|--|-----------------|
| Total Design Services (Tasks 2.1.A. to 2.1.C. and 2.1.E to 2.1.H.) | \$459,552 |
| Total OPTIONAL Right of Way Engineering (Task 2.1.D.) | \$155,895 |
| Contingency – Design Services (Task 2.1.I.) | \$50,000 |
| Total OPTIONAL Construction Services (Tasks 2.1.J. to 2.1.N.) | \$198,383 |
| <u>Contingency – Construction Services (Task 2.1.O.)</u> | <u>\$50,000</u> |
| Total (Including Optional Services) | \$913,830 |

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Angie Hueftle, P.E.
Principal
Nichols Consulting Engineers, CHTD
1885 South Arlington Avenue, 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 a reasonable attorneys' fees.

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

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

Exhibit A

Scope of Services, Schedule, and Project Team

SAMPLE

EXHIBIT A-1

SCOPE OF SERVICES **FOR THE** **RENO CONSOLIDATED 20-01 – MAYBERRY DRIVE, CALIFORNIA AVENUE, AND** **FIRST STREET PROJECT**

2.1. SCOPE OF SERVICES

CONSULTANT will provide engineering services for the Reno Consolidated 20-01 Project. The project limits include California Avenue from and excluding the intersection of Booth Street to and excluding the intersection of Hunter Lake Drive, Mayberry Drive from California Avenue to Memory Lane, and First Street from and excluding the intersection of Arlington Avenue to and excluding the intersection of South Virginia Street. Portions of California Avenue currently do not have bicycle or pedestrian facilities. Anticipated improvements include new sidewalk, sidewalk replacement, bicycle lanes, pedestrian ramps, grading and drainage improvements. The intersection of Mayberry Drive and California Avenue will be reconfigured and reconstructed to improve safety. New curb, gutter and sidewalk along portions of California Avenue and the reconfiguration of the California/Mayberry intersection will require new drainage inlets and storm drain improvements. Anticipated improvements for First Street include portions of sidewalk and pedestrian ramp replacement, roadway rehabilitation, and utility adjustments. First Street improvements will be included as a Special Assessment District (SAD) and CONSULTANT will review the City of Reno's SAD documents for compatibility to the project, make suggestions and incorporate into the construction plans accordingly. This scope of services does not include landscape, lighting or structural design. 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 a project kickoff meeting as well as 50%, 60%, and 90% design review

meetings, and up to three coordination meetings with RTC and City of Reno.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements.
 - c. Construction of improvements on First Street for a Special Assessment District (SAD) will be included with this project. The City of Reno will perform a sidewalk and driveway apron condition survey and prepare the SAD documents. The CONSULTANT shall review the City of Reno's SAD documents for compatibility to project, make suggestions and incorporate into the construction plans accordingly. It is assumed that First Street will not need to be upgraded to conform to the latest Downtown Streetscape Masterplan.
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 shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.

4. Geotechnical Investigation.

- a. Coring/Boring. Prior to start of the geotechnical investigation, CONSULTANT shall perform Subsection Identification and Core Location Selection. Information from both the FWD testing and condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately 7 pavement core locations and 4 bores will be required. The primary objective of the coring/boring program will be to establish pavement, base, and subgrade layer thickness and material types.

CONSULTANT will obtain an encroachment permit from the City of Reno for coring.

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. The results of the field investigation and associated laboratory testing will be summarized in a written report.

- b. Soils Investigation. CONSULTANT will perform a geotechnical investigation to formulate geotechnical recommendations for design and construction of this project. Based on our experience in the area, the project site is anticipated to be underlain by glacial outwash deposits. In order to penetrate the very dense gravel, cobbles, and boulders, CONSULTANT will utilize ODEX drilling methods to drill 3 borings to depths of about 10 feet below the existing surface or to refusal, whichever comes first. Soil samples collected in the field will be laboratory tested to evaluate the engineering and mechanical properties. A geotechnical investigation will be completed and will include construction and design recommendations including trench excavatability and backfill; recommendations for trench excavation, corrosion potential, dewatering recommendations if warranted, and foundation recommendations for manhole and/or vault construction.

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:

- Full-depth patching (plus AC overlay)
- Mill and fill (plus AC overlay)
- Full Reconstruction
- 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 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. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
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 effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level B/A.
 - 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 six (6) 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 2.11, 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 Geotechnical Report and 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 conduct a topographic survey of the street right-of-ways. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable within 20' from the back of curb on Mayberry Drive and California Avenue and to face of building on W. 1st Street. CONSULTANT will utilize the boundary information and the data gathered during the topographic survey to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, easements and right-of-ways, roadway and site improvements, planometrics, and evidence of existing utility services (i.e. existing telephone or power, water, storm drain, and sanitary sewer infrastructure etc.).

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

2.ID. Right-of-Way Engineering (Optional)

1. Preliminary Title Reports. It is estimated that sixty four (64) temporary construction easements and thirteen (13) permanent easements on fifty five properties will be required for construction of driveway transitions, improvements at the California and Mayberry intersection, and pedestrian path sidewalk improvements. CONSULTANT will obtain fifty five (55) 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 55 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. CONSULTANT will review title reports for an estimated 55 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 the Washoe County Assessor & Recorder's on-line data base to conduct records research, and obtain current documentation and mapping regarding the various subdivisions and individual parcels which are adjacent to and whose boundaries define the configuration of street right-of-ways associated with the Project. 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 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 and the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will then perform field boundary surveys of the subject subdivisions and individual 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 and associated right-of-way boundaries.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map

for the project site. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

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.
5. Legal Descriptions and Exhibits. CONSULTANT will utilize the boundary basemap assembled under Task 2.1D.2 to prepare up to 77 legal descriptions and exhibit figures.

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

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 Meetings. CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Presentations will be made by CONSULTANT and 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 two (2) 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 twenty (20) one-on-one presentations and/or meetings during the course of 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. Conceptual Design. CONSULTANT will develop and evaluate up to three concepts to improve the California Avenue/Mayberry intersection. CONSULTANT will prepare conceptual intersection geometrics, signing and striping, level of service analysis, and memorandum documenting the basis of the recommendations. CONSULTANT will include new sidewalk and signage improvements to demonstrate pedestrian and bicycle connectivity on California Avenue from Hunter Lake Drive to Booth Street.
2. Plans and Estimate. Prepare 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.
3. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal and interconnect system at the First Street/Sierra Street intersection. Work will include:

- Full inventory of the existing signal system
- Determining detection scheme and equipment
- Modifying signal heads
- ADA accessible design for pedestrian buttons
- Phasing revisions as appropriate
- Providing schedules for signal equipment and conductors

It is assumed that modifications at the First Street/Arlington and First Street/South Virginia intersections will not be required and are not included.

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 on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

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

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

shown hereon is depicted to Quality Level "C", unless otherwise noted."

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of 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, six 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – Two 11"x17" sets to RTC and one 11"x17" set to Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.
- Final Working Plan Set – One 22"x34" set to RTC, two 11"x17" sets to RTC and one 11"x17 set to 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.

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.

- b. Drainage Analysis and Design. CONSULTANT will perform hydrologic and hydraulic analyses of the California/Mayberry intersection and the project area where new curb and gutter and drainage inlets will be installed to assess existing drainage patterns and infrastructure and determine pipe sizes and inlet spacing. CONSULTANT will request mapping of existing storm drain facilities for the project and surrounding areas from the City of Reno, aerial photographs, and topographic information to aid in identifying existing drainage patterns contributing flows to the project area. A hydrologic and hydraulic analysis will be performed per methodology outlined in the Truckee Meadows Regional Drainage Manual to determine peak flows of the design storm at existing and proposed inlets. The results of the hydrologic analysis

will include hydraulic calculations and modeling focusing on potential capacity and drainage issues related to catch basins and conveyance within the street section. Regional hydraulic modeling of the storm drain pipe network within the project area is not part of this scope.

The results of the hydrologic and hydraulic analyses will be compiled into a drainage report. Collection and conveyance facilities will be designed to meet current standards as described in the Truckee Meadows Regional Drainage Manual and the City of Reno Public Works Design manual.

Deliverables:

1. Draft Final and Final Drainage Report.
- c. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel and designer shall attend and a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.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 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.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 preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50 foot stations and 25 foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 45 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. 32 hours of field inspection and sampling and 32 hours of Nuclear Gauge time 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. 12 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. 204 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.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 diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

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

2.1.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.

EXHIBIT A-2

PROJECT SCHEDULE
FOR THE
RENO CONSOLIDATED 20-01 – MAYBERRY DRIVE, CALIFORNIA AVENUE, AND
FIRST STREET PROJECT

| RENO CONSOLIDATED 20-01 | | | |
|--|----------------------|----------------------|-----------------|
| Milestone | Begin | End | Duration |
| RTC Board Approval | 09/20/2019 | | |
| NTP | 10/01/2019 | | |
| Conceptual Design | 10/01/2019 | 11/29/2019 | 8 weeks |
| Review & Selection of Preferred Alternative | 12/02/19 | 01/10/2019 | 6 weeks |
| Public Information Meeting #1 | February 2020 | February 2020 | 1 day |
| Preliminary Design | 01/13/2020 | 03/06/2020 | 8 weeks |
| RTC/City Review | 03/02/2020 | 04/03/2020 | 4 weeks |
| Utility Coordination | April 2020 | December 2020 | 9 months |
| Final Design, including Reviews | April 2020 | December 2020 | 9 months |
| Public Information Meeting #2 | November 2020 | November 2020 | 1 day |
| Right of Way | May 2020 | February 2021 | 9 months |
| Advertise | March 2021 | April 2021 | 4 weeks |
| Construction NTP | May 2021 | | |
| Construction Completion | August 2021 | | 9 weeks |

EXHIBIT A-3

PROJECT TEAM
FOR THE
RENO CONSOLIDATED 20-01 – MAYBERRY DRIVE, CALIFORNIA AVENUE, AND
FIRST STREET PROJECT

Key personnel assigned to this project include:

- Angie Hueftle, PE – Principal Engineer @ \$260/hr
- Angie Hueftle, PE - Project Manager @ \$210/hr
- Jack Norberg, PE – QA/QC @ \$260/hr
- Dustin Thelen, PE – Project Engineer @ \$155/hr
- Sean Teeter – Senior Designer @ \$145/hr
- Jeff Stempihar, PE– Materials Engineer @ \$180/hr
- Anna Henke, PG – Construction Management/Inspection @ \$130/hr
- 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

Exhibit B

Cost Proposal and Rates

SAMPLE

**Exhibit B-1
Cost Proposal For The
Reno Consolidated 20-01 Project**

| | | Expenses | | | Subconsultants | | | Totals | | |
|--|--------------------------------------|---|--------------|--------------|----------------|---------------|--------|---------------|---------------|--------------|
| | | Non Labor | Markup | Cost | Labor | Markup | Cost | # of Hours | Cost | |
| 2.1A | Project Management | 1. Team and Project Management | | 0 | \$ - | | 0 | \$ - | 118 | \$ 22,440.00 |
| | | 2. Project Coordination | 500 | 25 | \$ 525.00 | | 0 | \$ - | 52 | \$ 11,445.00 |
| | | Sub-Totals | | | \$ 525.00 | | | \$ - | 170 | \$ 33,885.00 |
| 2.1B | Investigation of Existing Conditions | 2.a. Condition Survey | 200 | 0 | \$ 200.00 | | 0 | \$ - | 29 | \$ 3,630.00 |
| | | 2.b. Curb/Gutter Survey | 25 | 1.25 | \$ 26.25 | | 0 | \$ - | 28 | \$ 3,621.25 |
| | | 2.c. SAD Documents | 50 | 2.5 | \$ 52.50 | | 0 | \$ - | 48 | \$ 7,572.50 |
| | | 3.a. Traffic Analysis | | 0 | \$ - | | 0 | \$ - | 4 | \$ 620.00 |
| | | 3.b. ESALS for RTC Ride | | 0 | \$ - | | 0 | \$ - | 6 | \$ 930.00 |
| | | 4.a. Coring/Boring | 6750 | 0 | \$ 6,750.00 | 4710 | 235 | \$ 4,945.50 | 24 | \$ 15,075.50 |
| | | 4.b. Geotechnical Investigation | | 0 | \$ - | 14380 | 719 | \$ 15,099.00 | 2 | \$ 15,614.00 |
| | | 6. Develop Feasible Alternative | 25 | 1.25 | \$ 26.25 | | 0 | \$ - | 36 | \$ 6,326.25 |
| | | 8. Develop Recommended Alternative | | 0 | \$ - | | 0 | \$ - | 20 | \$ 3,305.00 |
| | | 9.a and 9.b. Utility Investigation | | 0 | \$ - | | 0 | \$ - | 22 | \$ 2,870.00 |
| | | 9.c. Utility Coordination | 500 | 25 | \$ 525.00 | | 0 | \$ - | 196 | \$ 28,615.00 |
| 10. Prepare Written Report | 200 | 10 | \$ 210.00 | | 0 | \$ - | 39 | \$ 5,610.00 | | |
| Sub-Totals | | | \$ 7,980.00 | | | \$ 20,044.50 | 455 | \$ 93,889.50 | | |
| 2.1C | Topographic Mapping | 1. Topographic Survey | | 0 | \$ - | 27000 | 1350 | \$ 28,350.00 | 5 | \$ 29,085.00 |
| 2.1D | Right of Way Engineering (Optional) | 1. Preliminary Title Reports | 36500 | 1625 | \$ 40,425.00 | | 0 | \$ - | 61 | \$ 49,685.00 |
| | | 2. Boundary Survey | | 0 | \$ - | 37000 | 1850 | \$ 38,850.00 | 2 | \$ 39,140.00 |
| | | 3. Right of Way Setting | 50 | 2.5 | \$ 52.50 | | 0 | \$ - | 20 | \$ 3,262.50 |
| | | 4. Right of Way Maps | 500 | 25 | \$ 525.00 | | 0 | \$ - | 90 | \$ 12,135.00 |
| | | 5. Legal Descriptions | 50 | 2.5 | \$ 52.50 | 41000 | 2050 | \$ 49,050.00 | 50 | \$ 51,372.50 |
| Sub-Totals | | | \$ 41,055.00 | | | \$ 81,900.00 | 232 | \$ 155,695.00 | | |
| 2.1.E | Public Outreach | 1. Public Information Meetings | 1500 | 75 | \$ 1,575.00 | | 0 | \$ - | 86 | \$ 16,056.00 |
| | | 2. One-on-One Meetings | 250 | 12.5 | \$ 262.50 | | 0 | \$ - | 64 | \$ 10,002.50 |
| Sub-Totals | | | \$ 1,837.50 | | | \$ - | 150 | \$ 26,057.50 | | |
| 2.1.F | Preliminary Design | 1. Conceptual Design | 500 | 25 | \$ 525.00 | 5000 | 250 | \$ 5,250.00 | 112 | \$ 23,175.00 |
| | | 2. Preliminary 50% P&E | 1000 | 50 | \$ 1,050.00 | | 0 | \$ - | 268 | \$ 39,930.00 |
| | | 3. Traffic Signal Modification Design | | 0 | \$ - | 18000 | 900 | \$ 18,900.00 | 6 | \$ 19,770.00 |
| Sub-Totals | | | \$ 1,575.00 | | | \$ 24,150.00 | 386 | \$ 82,875.00 | | |
| 2.1.G | Final Design | 1.a. Prepare 50% P&E | 500 | 25 | \$ 525.00 | 3000 | 150 | \$ 3,150.00 | 326 | \$ 48,585.00 |
| | | 1.a. (cont'd) 90%, 100% and Final PS&E | 1000 | 50 | \$ 1,050.00 | 3000 | 150 | \$ 3,150.00 | 676 | \$ 98,375.00 |
| | | 1.b. Drainage Analysis and Design | 500 | 25 | \$ 525.00 | | 0 | \$ - | 182 | \$ 28,445.00 |
| | | 1.c. Constructability Review | 50 | 2.5 | \$ 52.50 | 2250 | 112.5 | \$ 2,362.50 | 32 | \$ 6,975.00 |
| | | 2. Prepare Final Engineer's Estimate | | 0 | \$ - | 1000 | 50 | \$ 1,050.00 | 25 | \$ 4,630.00 |
| Sub-Totals | | | \$ 2,152.50 | | | \$ 9,712.50 | 1240 | \$ 187,510.00 | | |
| 2.1.H | Bidding Services | 1. Distribute Final PS&E | | 0 | \$ - | | 0 | \$ - | 6 | \$ 890.00 |
| | | 2. Conduct Pre-Bid Meeting & Addenda | | 0 | \$ - | | 0 | \$ - | 28 | \$ 4,120.00 |
| | | 3. Attend Bid Opening and Tabulate Bids | | 0 | \$ - | | 0 | \$ - | 8 | \$ 1,240.00 |
| Sub-Totals | | | \$ - | | | \$ - | 40 | \$ 6,250.00 | | |
| 2.1.I | Design Contingency (Optional) | | | | | | | | \$ 50,000.00 | |
| Sub-Total Design Services | | | | \$ 54,935.00 | | \$ 164,157.00 | | | \$ 665,447.00 | |
| 2.1.J-O | Construction Services (Optional) | J. Contract Administration (Optional) | 500 | 25 | \$ 525.00 | | 0 | \$ - | 112 | \$ 49,485.00 |
| | | K. Construction Surveying (Optional) | | 0 | \$ - | 30000 | 1500 | \$ 31,500.00 | 0 | \$ 31,500.00 |
| | | L. Inspection (Optional) | | 0 | \$ - | | 0 | \$ - | 450 | \$ 58,500.00 |
| | | M. Material Testing (Optional) | | 0 | \$ - | 49510 | 2475.5 | \$ 51,985.50 | 0 | \$ 51,985.50 |
| | | N. As-Builts (Optional) | 50 | 2.5 | \$ 52.50 | | 0 | \$ - | 56 | \$ 6,912.50 |
| O. Construction Contingency (Optional) | | 0 | \$ - | | 0 | \$ - | 0 | \$ 50,000.00 | | |
| Sub-Totals | | | \$ 577.50 | | | \$ 83,485.50 | 33018 | \$ 248,383.00 | | |
| GRAND TOTALS | | | | \$ 55,512.50 | | \$ 247,642.50 | | | \$ 913,830.00 | |



EXHIBIT B-2

**RTC RENO CONSOLIDATED 20-01
SCHEDULE OF CHARGES 2019**

PROFESSIONAL SERVICES

| | |
|-----------------|------------|
| Principal..... | \$260/hour |
| Associate | \$210/hour |
| Senior | \$180/hour |
| Project..... | \$155/hour |
| Staff..... | \$135/hour |

TECHNICAL SERVICES

| | |
|-------------------------------------|-----------------------|
| Senior Construction Manager*..... | \$135/(\$160-PW)/hour |
| Senior Designer | \$145/hour |
| CADD Designer | \$125/hour |
| Senior Technician* | \$120/(\$145-PW)/hour |
| Construction Inspector* | \$120/(\$145-PW)/hour |
| CAD Technician | \$110/hour |
| Senior Field Scientist | \$115/hour |
| Field Scientist | \$95/hour |
| Project Administrator | \$100/hour |
| Field/Engineering Technician* | \$95/(\$120-PW)hour |
| Technical Editor | \$90/hour |
| Clerical | \$80/hour |

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

| | |
|---------------------------------------|------------|
| Engineer/Scientist | \$300/hour |
| Court Appearances & Depositions | \$500/hour |

EQUIPMENT

| | |
|--|------------------------------|
| Plotter Usage..... | (separate fee schedule) |
| Truck | \$100/day |
| Automobile..... | IRS Standard Mileage Rate+5% |
| Falling Weight Deflectometer Testing | \$3,500/Day |
| Coring | \$4,500/Day |

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc..... cost + 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.



EXHIBIT B-3

**RTC RENO CONSOLIDATED 20-01
SCHEDULE OF PLOTTER CHARGES 2019**

PLOTTER CHARGES

| | |
|--|---------------|
| Black and White Sheets (up to 24 x 36) | \$10.00/sheet |
| Black and White Sheets (up to 30 x 42) | \$15.00/sheet |
| Black and White Sheets (larger sizes) | \$1.75/sf |
| Color Sheets (up to 24 x 36)..... | \$15.00/sheet |
| Color Sheets (larger sizes) | \$2.50/sf |
| Mylar Sheets | \$20.00/sheet |
| Graphic Color Sheets | \$10.00/sf |

OTHER CHARGES

Specialized plotting or graphic services..... Cost +15%

SAMPLE

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

EXHIBIT C

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

2018-11-02 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, and City of 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 and approved by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, and City of 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 and approved by RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: Blaine Petersen, P.E.
Engineer II


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Award of Professional Services Agreement (PSA) for Traffic Engineering (TE) Spot 9 – Package 1

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Westwood Professional Services, Inc. (“WPS”) to provide design services and optional engineering during construction for the TE Spot 9 – Package 1 Project in an amount not to exceed \$250,102; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with WPS is for professional design services for the TE Spot 9 – Package 1 Project in the amount of \$138,102, and optional engineering during construction services (EDC) in the amount of \$112,000. The Project includes a new traffic signal at the intersection of Sharlands and Mae Anne; battery backup systems for signalized intersections on Sun Valley from Scottsdale to 7th; minor striping improvements to improve traffic flow at Pyramid at York and a traffic study with potential improvement to southbound right turn lane at the intersection of Vista and Baring.

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

FISCAL IMPACT

TE Spot 9 – Package 1 Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Capacity and Congestion Relief Program.

PREVIOUS ACTIONS BY BOARD

| | |
|------------------|--|
| April 19, 2019 | Approved the Qualified Consultant List for Traffic Engineering Design Services |
| January 18, 2019 | Approved the FY 2020 Program of Projects |

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made this 20th day of September, 2019, by and between the Regional Transportation Commission of Washoe County, hereinafter called the RTC, and Westwood Professional Services, Inc. dba Slater Hanifan Group (“CONSULTANT”).

WITNESSETH:

WHEREAS, the CONSULTANT has represented that it has the expertise and staff necessary to perform certain engineering and design services in a competent and professional manner; and

WHEREAS, the RTC wishes to retain CONSULTANT to perform those services in conjunction with the TE SPOT 9 – Package 1 Intersection Project (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 I - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete certain engineering services in connection with the design and construction of for various intersection improvements associated with the TE SPOT 9 – Package 1 Intersection Project. These services includes design and construction administration services for various intersection improvements
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order. CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or

affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

- 1.5. The term of this Agreement shall be from the date first written above through December 31, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

A. The services to be provided under this Agreement shall be completed in accordance with Exhibit B, Schedule of Services, attached hereto and incorporated herein by reference. Any change to the schedule must be approved by the RTC Project Manager.

B. With the exception of any optional task(s), all tasks and subtasks shall be completed by December 31, 2020.

2.3. OPTIONS

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

2.4. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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 the RTC Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by the RTC Project Manager prior to the performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to-exceed amounts:

| | |
|---|--------------------|
| Total Design Services (Tasks 2.1.A to 2.1.D) | \$138,102.00 |
| Optional Construction Support Services (Task 2.1.E) | \$102,000.00 |
| <u>Optional Contingency (Support Services (Task 2.1.E Only)</u> | <u>\$10,000.00</u> |
| Total | \$250,102.00 |

- 3.2. 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.
- 3.3. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a

court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Transportation Service Leader has authority to act as CONSULTANT's representative with respect to this Agreement.

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Randy Carroll, P.E., PTOE
Transportation Service Leader
Westwood Professional Services, Inc. dba Slater Hanifan Group
5740 S. Arville Street, Suite 216
Las Vegas, NV 89141

With a copy to:

Joey Vossen
General Counsel
Westwood Professional Services, Inc. dba Slater Hanifan Group
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

WESTWOOD PROFESSIONAL SERVICES INC.
DBA SLATER HANIFAN GROUP.

By: _____
Kenneth M. Hanifan, P.E.

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
TE SPOT 9 INTERSECTION IMPROVEMENT PROJECT

2.1. **SCOPE OF SERVICES**

This scope of services includes design and construction administration services for various intersection improvements. These improvements include:

- a. Striping modifications on York Way at its intersection with Pyramid Way (State Route 445).
- b. Installation of a traffic signal system at the intersection of Sharlands Avenue and Mae Anne Avenue. Improvements at the intersection are also anticipated to include modifications to existing sidewalk, drop inlets, pedestrian ramps, signing and pavement markings.
- c. Installation of a dedicated southbound to westbound right turn lane on Vista Boulevard at its intersection with Baring Boulevard. Improvements at the intersection are also anticipated to include relocation and/or replacement of existing traffic signal equipment and modifications to existing sidewalks, pedestrian ramps, signing and pavement markings.
- d. Installation of Battery Back-up Systems (BBS) along the Clear Acre Lane/Sun Valley Boulevard (State Route 443) Corridor at the following seven (7) signalized intersections:
 - 1) Clear Acre Lane / Scottsdale Road
 - 2) Clear Acre Lane (Sun Valley Boulevard) / Dandini Boulevard (El Rancho Drive)
 - 3) Sun Valley Boulevard / 1st Avenue
 - 4) Sun Valley Boulevard / 2nd Avenue
 - 5) Sun Valley Boulevard / 4th Avenue
 - 6) Sun Valley Boulevard / 5th Avenue
 - 7) Sun Valley Boulevard / 7th Avenue

2.1.A. **PROJECT MANAGEMENT**

1. **General Project Management**

CONSULTANT will conduct project management functions to progress the project in a timely and orderly manner. These functions include coordination with internal consultant staff, RTC, City of Reno, City of Sparks, Washoe County, NDOT and other participating

agencies, as well as monthly accounting and invoicing.

2. Project Meetings

- a. CONSULTANT will notice (via email) and conduct one (1) project kick-off meeting with the RTC and participating agencies (each meeting will be coordinated with all agencies to meet together at one time). Meetings will be held at the RTC Engineering offices at 1105 Terminal Way.
- b. CONSULTANT will notice (via email) and conduct up to two (2) general project meetings with the RTC and participating agencies (each meeting will be coordinated with all agencies to meet together at one time). Meetings will be held at the RTC Engineering offices at 1105 Terminal Way.
- c. CONSULTANT will conduct one (1) encroachment permit meeting with RTC and NDOT in advance of the encroachment permit submittal. The encroachment permit meeting will be held at the NDOT District 2 offices at 310 Galletti Way.

2.1.B PRELIMINARY DESIGN

1. Investigate Existing Conditions and Field Inventory

- a. CONSULTANT will conduct a field review to verify existing conduit routing, pull box locations and other related traffic signal equipment within the project area.
- b. CONSULTANT will obtain and review available as-built plans from NDOT, City of Reno, City of Sparks, Washoe County and/or RTC for existing traffic signal systems or other related infrastructure improvements projects within the project area. NDOT as-built plans will be used, if necessary, to establish a centerline and right-of-way on the encroachment permit plan set.
- c. CONSULTANT will only evaluate existing traffic signal equipment and/or pedestrian ramps for PROWAG compliance at the following intersections:
 - 1) Sharlands Avenue and Mae Anne Avenue
 - 2) Vista Boulevard and Baring Boulevard

2. Topographic and right of way mapping

- a. CONSULTANT will obtain aerial photography and other relevant layers from Washoe County GIS. The GIS data will be used in lieu of ground survey, topographic and right of way mapping for plan development for the installation of BBS at seven (7) signalized intersections along the Clear Acre Lane/Sun Valley Boulevard Corridor.

- b. CONSULTANT will subcontract with Odyssey Engineering, Inc. to provide rectified aerial photography on York Way at the intersection of Pyramid Way. Washoe County GIS photography does not reflect current field conditions.
- c. CONSULTANT will subcontract with Odyssey Engineering, Inc. to provide aerial topography and field surveys at the following intersections:
 - 1) Sharlands Avenue and Mae Anne Avenue
 - 2) Vista Boulevard and Baring Boulevard
- d. CONSULTANT will subcontract with Odyssey Engineering, Inc. to provide right of way research, obtain title reports and prepare legal descriptions for improvements that may require additional right of way or easement for construction. A total of eight (8) title reports and six (6) legal descriptions are included in this scope.

3. Utility Investigation/Depiction

- a. **Overhead Utilities:** CONSULTANT will investigate and generally locate all overhead utilities within the roadway right of way and areas reasonably affected at the intersections of Sharlands Avenue / Mae Anne Avenue and Vista Boulevard / Baring Boulevard that are anticipated to be impacted by new or relocated traffic signal equipment installation. Deliverables will include: Schematic depiction of identified overhead utilities on applicable plan sheets developed under Section 2.1.B, Preliminary Design. Overhead utilities will not be investigated or depicted on the plans for any other intersection improvements listed in Section 2.1.
- b. **Subsurface Utilities:** CONSULTANT will investigate and generally locate subsurface utilities within the roadway right-of-way and areas reasonably effected at the intersections of Sharlands Avenue / Mae Anne Avenue and Vista Boulevard / Baring Boulevard that are anticipated to be impacted by new or relocated traffic signal equipment installation or other project improvements. 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 at the Sharlands Avenue / Mae Anne Avenue and Vista Boulevard / Baring Boulevard intersections that are anticipated to be impacted by the project. Deliverables will include: Depiction of general subsurface utility location on applicable plan sheets developed under Section 2.1.B, Preliminary Design. Subsurface utilities will not be investigated or depicted on the plans for any other intersection improvements listed in Section 2.1.
- c. **Utility coordination:** Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be 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 applicable plan sheets.

- 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 will not pothole locations to make such a determination. This will be an added scope of work.

4. Preliminary Plan Set Layout

CONSULTANT will prepare a preliminary plan set illustrating the project area, survey and as-built information. The preliminary plan set will be submitted to the RTC for review and approval prior to advancing the project to Final Design.

Deliverables: One 11"x17" preliminary plan set and an electronic copy in PDF format to the RTC.

5. Identify Preliminary Right-of-Way Acquisition Areas

CONSULTANT will review the preliminary plan layout and identify areas, if any, that could require right-of-way acquisition. These areas will be reviewed with the RTC to determine if changes in the Scope of Services are necessary to eliminate the need for right-of-way acquisition or if additional survey and research is necessary and needs to be authorized by the RTC to further define the existing right-of-way. This scope of service provides limited right-of-way research. Acquisition services are not included as part of this Scope of Services. Final right-of-way needs will be identified at the 70% design level.

Deliverables: 11"x17" right-of-way exhibit(s) and an electronic copy in PDF format to the RTC.

6. Right Turn Lane Analysis

CONSULTANT will collect up to twelve (12) hours of turning movement count data at the intersection of Vista Boulevard and Baring Boulevard. The data collection is anticipated to occur between the hours of 7:00AM-9:00AM and 4:00-6:00PM on a Tuesday, Wednesday and Thursday. The data will be used to analyze intersection operations and provide a recommendation as to the need for a dedicated SB right turn lane. The data, analyses and recommendations will be summarized in a technical memorandum submitted to the RTC and City of Sparks for review.

Deliverables: Technical Memorandum and an electronic copy in PDF format to the RTC and City of Sparks.

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 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 (scalable to 11"x17") and will show all relevant elements of the project construction. The final plan set will include, as a minimum:

- Cover Sheet
- Abbreviation, Symbols and General Notes Sheets
- Plan/Grading Detail Sheets (at 1"=20' scale)
- Removal/Demolition Plan Sheets (at 1"=30' scale)
- Intersection and Signal Layout Plan Sheets (at 1"=20' scale)
- Striping Plan Sheets (at 1"=20')
- BBS Improvement Plan Sheets (at 1"=30' scale)
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if conflicts are anticipated due to vertical clearances. All located, existing underground utilities shown on the Plan Sheets will be 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, and other affected parties for review at the 70% and 100% stages of completion per the following:

- 70% Plans – One 11"x17" set to RTC, six 11"x17" sets to Local Entity, and one 11"x17" set each to utility agencies and other affected parties.
- 70% Specifications – One set each to RTC and Local Entity.

- 100% Plans – One 11"x17" each to RTC and Local Entity.
 - 100% Specifications – One set each to RTC and Local Entity.
 - Final Working Plan Set – One 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. Design review submittals (70%) will be provided to utility agencies that have facilities that are anticipated to be impacted by the project. Utilities will only be depicted on the plans if a conflict is anticipated. RTC will be provided a list of utility agencies provided design review submittals and Utility Agency review comments.
- d. Final Sealed Construction Plan Set Submittal. CONSULTANT will submit final sealed plans to the RTC and Local Entities as follows:
- RTC: One (1) 22"x34" Mylar Title Sheet
 - RTC and Local Entities: Two (2) 11"x17" bond plan set
 - RTC and Local Entities: One (1) CD containing a PDF copy of the final plans and AutoCAD drawing files
- e. Final Specification Document Submittal. Provide one (1) hard copy and one (1) copy in MS Word format of the Contract Documents and Technical Specifications to the RTC and one hard copy to the Washoe County, City of Reno and City of Sparks.
- f. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.
2. Nevada Department of Transportation Encroachment Permit. CONSULTANT will prepare and process an encroachment permit package through the Nevada Department of Transportation for the portions of the project along Sun Valley Boulevard (SR 443) and Pyramid Way (SR 445). The RTC and the local agency will be the co-applicants on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit.

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 OPTIONAL CONSTRUCTION SERVICES (**Sole Option and Discretion of RTC**)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. Upon receiving authorization from the RTC, the CONSULTANT will prepare a detailed scope of work for the Construction Support Services, along with a detailed estimate of fees for these services.

Exhibit B

Compensation

SAMPLE

EXHIBIT B

SCHEDULE OF SERVICES
FOR THE
TE SPOT 9 INTERSECTION IMPROVEMENT PROJECT

| Task No. | Task Description | Staff Hours and Fees | | | | | | | | Hours | Consultant | Sub-consultant | Direct Expenses | Task Total | |
|---|--|--------------------------|--------------------------------|---------------------------|--------------------------|-------------------|----------------------------|-------------------|--------------------------|------------|-------------------|-------------------|------------------|-------------------|-------------------|
| | | Project Manager \$215 | Asst PM / Design Lead \$197 | Project Engineer \$175 | Senior Designer \$158 | Designer \$138 | Graduate Engineer \$120 | CAD Tech \$115 | Admin / Clerical \$71 | | | | | | |
| 2.1.A PROJECT MANAGEMENT | | | | | | | | | | | | | | | |
| 1 | General Project Management | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 26 | \$ 4,726 | \$ - | \$ - | \$ 4,726 | |
| 2 | Project Meetings | 12 | 12 | 0 | 0 | 5 | 1 | 0 | 0 | 30 | \$ 5,754 | \$ - | \$ 100 | \$ 5,854 | |
| Subtotal Hours | | 32 | 12 | 0 | 0 | 5 | 1 | 0 | 6 | 56 | | | | | |
| Subtotal Fee | | \$ 6,880 | \$ 2,364 | \$ - | \$ - | \$ 690 | \$ 120 | \$ - | \$ 426 | | \$ 10,480 | \$ - | \$ 100 | \$ 10,580 | |
| 2.1.B PRELIMINARY DESIGN | | | | | | | | | | | | | | | |
| 1 | Investigation/Field Inventory | 16 | 18 | 0 | 0 | 0 | 4 | 0 | 0 | 38 | \$ 7,466 | \$ - | \$ - | \$ 7,466 | |
| 2 | Topographic and Right-of-Way Mapping | 0 | 5 | 0 | 0 | 12 | 0 | 0 | 0 | 17 | \$ 2,641 | \$ 22,055 | \$ - | \$ 24,696 | |
| 3 | Utility Investigation/Depiction | 1 | 5 | 2 | 0 | 2 | 20 | 0 | 0 | 30 | \$ 4,226 | \$ - | \$ - | \$ 4,226 | |
| 4 | Preliminary Plan Sel Layout | 1 | 2 | 0 | 0 | 24 | 0 | 0 | 0 | 27 | \$ 3,921 | \$ - | \$ - | \$ 3,921 | |
| 5 | Identify Preliminary ROW Acquisition Areas | 2 | 4 | 0 | 0 | 16 | 0 | 0 | 0 | 22 | \$ 3,426 | \$ - | \$ - | \$ 3,426 | |
| 6 | Right Turn Lane Analysis | 1 | 0 | 4 | 0 | 0 | 7 | 0 | 0 | 12 | \$ 1,755 | \$ 1,400 | \$ - | \$ 3,155 | |
| Subtotal Hours | | 19 | 30 | 6 | 0 | 38 | 31 | 0 | 0 | 124 | | | | | |
| Subtotal Fee | | \$ 4,085 | \$ 5,910 | \$ 1,050 | \$ - | \$ 5,244 | \$ 3,720 | \$ - | \$ - | | \$ 23,435 | \$ 23,455 | \$ - | \$ 46,890 | |
| 2.1.C FINAL DESIGN | | | | | | | | | | | | | | | |
| 1 | 70% Design Submittal | 26 | 43 | 6 | 16 | 52 | 28 | 0 | 0 | 171 | \$ 28,175 | \$ - | \$ 125 | \$ 28,300 | |
| 1 | 100% Design Submittal | 16 | 24 | 4 | 12 | 28 | 14 | 0 | 0 | 98 | \$ 16,308 | \$ - | \$ 125 | \$ 16,433 | |
| 1 | Final Design Submittal | 9 | 13 | 1 | 4 | 20 | 0 | 0 | 0 | 47 | \$ 8,063 | \$ - | \$ 600 | \$ 8,663 | |
| 2 | NDOT Encroachment Permit | 1 | 4 | 0 | 0 | 24 | 1 | 0 | 0 | 30 | \$ 4,435 | \$ - | \$ 75 | \$ 4,510 | |
| 3 | Contingency | | | | | | | | | 0 | \$ 10,000 | \$ 5,000 | \$ - | \$ 15,000 | |
| Subtotal Hours | | 52 | 84 | 11 | 32 | 124 | 43 | 0 | 0 | 346 | | | | | |
| Subtotal Fee | | \$ 11,180 | \$ 18,848 | \$ 1,925 | \$ 5,056 | \$ 17,112 | \$ 5,160 | \$ - | \$ - | | \$ 66,981 | \$ 5,000 | \$ 925 | \$ 72,906 | |
| 2.1.D BIDDING SERVICES | | | | | | | | | | | | | | | |
| 1 | Distribution | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 | \$ 706 | \$ - | \$ - | \$ 706 | |
| 2 | Pre-Bid Meeting/Bid Support | 6 | 5 | 4 | 0 | 2 | 2 | 0 | 0 | 21 | \$ 3,921 | \$ - | \$ 100 | \$ 4,021 | |
| 3 | Bid Opening | 9 | 4 | 0 | 0 | 2 | 0 | 0 | 0 | 15 | \$ 2,999 | \$ - | \$ - | \$ 2,999 | |
| Subtotal Hours | | 19 | 9 | 4 | 0 | 6 | 2 | 0 | 0 | 40 | | | | | |
| Subtotal Fee | | \$ 4,085 | \$ 1,773 | \$ 700 | \$ - | \$ 828 | \$ 240 | \$ - | \$ - | | \$ 7,626 | \$ - | \$ 100 | \$ 7,726 | |
| SUBTOTAL - DESIGN SERVICES | | | | | | | | | | 566 | \$ 108,522 | \$ 28,455 | \$ 1,125 | \$ 138,102 | |
| 2.1.E CONSTRUCTION SUPPORT SERVICES (OPTIONAL) | | | | | | | | | | | | | | | |
| 1 | Administration / Testing / Inspection / Survey / As-Built - Budgetary Estimate | | | | | | | | | | \$ 32,000 | \$ 65,000 | \$ 5,000 | \$ 102,000 | |
| 2 | Contingency | | | | | | | | | | \$ 5,000 | \$ 5,000 | \$ - | \$ 10,000 | |
| SUBTOTAL - CONSTRUCTION SUPPORT SERVICES (OPTIONAL - Budgetary Estimate) | | | | | | | | | | | \$ 37,000 | \$ 70,000 | \$ 5,000 | \$ 112,000 | |
| TOTAL | | | | | | | | | | | | \$ 145,522 | \$ 98,455 | \$ 6,125 | \$ 250,102 |

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2018-11-02 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Andrew Jayankura, P.E., PTOE
Engineer I


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Award of Professional Services Agreement (PSA) for the TE Spot 9 – Package 2 Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services and engineering during construction for the TE Spot 9 – Package 2 Project in an amount not to exceed \$273,718, authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Kimley-Horn & Associates is for professional design services for the TE Spot 9 – Package 2 Project in the amount of \$197,950, and optional engineering during construction services (EDC) in the amount of \$75,758. The Project includes replacement/upgrade of traffic cabinets at several intersections in the Reno area, an intersection study for improvement at 4th St/Mesa Park-Woodland intersection, installation of traffic cameras at several intersections, and lastly, construction of a new traffic signal at the intersection of Rock Blvd. and Edison Way.

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

FISCAL IMPACT

TE Spot 9 – Package 2 Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the Capacity and Congestion Relief Program.

PREVIOUS ACTIONS BY BOARD

April 19, 2019 Approved the Qualified Consultant List for Traffic Engineering Design Services

January 18, 2019 Approved the FY 2020 Program of Projects

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of September 20, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC has selected Kimley-Horn and Associates, Inc. from the Traffic Engineering (TE) Shortlist to perform Engineering Design and Construction Services in connection with TE Spot 9 – Package 2 (the "Project"); and

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete the Project.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit B. Any changes to the project team must be approved by RTC's Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.
- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2021 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. OPTIONS

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

2.4. ADDITIONAL SERVICES

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

2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

| | |
|---|--------------------|
| Total Services (Tasks A to E and G to H) | \$259,377.00 |
| <u>Contingency Services (Task F – 8% of Design)</u> | <u>\$14,341.12</u> |
| Total | \$273,718.12 |

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in

default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Molly M. O'Brien, P.E., PTOE, RSP
Vice President/Principal-in-Charge
Kimley-Horn and Associates, Inc.
5370 Kietzke Lane, Suite 100
Reno, NV 89511
775-200-1979

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, Inc.


By:  _____
Molly M. O'Brien, P.E., PTOE, RSP
Vice President/Principal-in Charge

Exhibit A

Scope of Services

SAMPLE

EXHIBIT A

**SCOPE OF SERVICES
TE SPOT 9 – PACKAGE 2 PROJECT**

This scope of services includes design and construction support of the Traffic Engineering (TE) Spot 9 – Package 2 Project. The projects lies within Reno, and Washoe County. Some sites are within NDOT jurisdiction as indicated in the table below. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of design work includes the improvement objectives at the following locations:

| Main Street | Side Street | Objective |
|---------------------|---------------------------------|---|
| 2 nd St | Ralston St | New Traffic Cabinet Upgrade |
| 4 th St | Arlington Ave | New Traffic Cabinet Upgrade |
| 4 th St | Ralston St | New Traffic Cabinet Upgrade |
| 6 th St | Valley Rd | New Traffic Cabinet Upgrade |
| 7 th St | Stoker Ave | New Traffic Cabinet Upgrade |
| Center St | 1 st St | New Traffic Cabinet Upgrade |
| Center St | Commercial Row | New Traffic Cabinet Upgrade |
| Kuenzli St | Locust St | New Traffic Cabinet Upgrade |
| Mill St | Lake St | New Traffic Cabinet Upgrade |
| Mt Rose St | Arlington Ave | New Traffic Cabinet Upgrade |
| Sierra St | 1 st St | New Traffic Cabinet Upgrade |
| Sierra St | 2 nd St | New Traffic Cabinet Upgrade |
| Virginia St | Court St | New Traffic Cabinet Upgrade |
| Mill St | Rock Blvd | New Traffic Cabinet Upgrade/ New Gridsmart CCTV/Pedestrian Pushbuttons/Uninterrupted Power System |
| SR 28** | Northwood | New Gridsmart CCTV |
| SR 28** | Country Club | New Gridsmart CCTV |
| SR 28** | Village Blvd | New Gridsmart CCTV |
| Terminal Way | Plumb Ln | New Gridsmart CCTV |
| 4 th St* | Mesa Park Rd/Woodland Ave | Intersection Control Evaluation Study including signal warrant analysis for intersection improvement |
| Rock Blvd | Edison Way | New traffic signal |

*indicates that location is within NDOT right of way

**indicates that location is within NDOT right of way and will require an encroachment permit

Work will necessitate one (1) NDOT Encroachment Permit for SR 28 CCTV installations.

A. Preliminary and General Items

1. Project Management: Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold monthly progress meetings during course of project.
2. Coordination with Utilities and appropriate agencies will be ongoing throughout the project. Coordination with property owners will also be done throughout this project to keep owners apprised of the project and access to their personal sites.
3. Coordination meetings with the City of Reno & Washoe County. CONSULTANT will conduct up to three (3) in-person one-on-one agency meetings in order to confirm existing conditions, needs, and available opportunities to complete project design objectives. The RTC Project Manager will determine appropriate contact personnel at each agency to be met with. Meeting minutes will be developed and provided as a summary of discussions.
4. No environmental services are anticipated or included in this project.

B. Data Collection and Analysis for Design

1. Investigate Existing Conditions and Field Inventory:
 - a. CONSULTANT will obtain and review available as-built plans from NDOT, and City of Reno for project locations. NDOT as-built plans will also be used to establish a centerline on NDOT facilities for the encroachment permit plan set.
 - b. CONSULTANT will conduct a field review with City of Reno to verify existing conduit routing and pull box locations within the project area.
 - c. There will be no conduit proofing services completed during the design process of existing conduit. These services will be performed during construction by the contractor. This design scope of services assumes that a clear path is provided through the existing conduit to connect the new interconnect cables and includes adequate bends, pull boxes, and clearance.
 - d. CONSULTANT will evaluate existing traffic signal equipment at locations identified herein.
 - e. CONSULTANT will evaluate ramps at new signal location only. All other locations, CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards. If the ramps

are in conflict with proposed improvements evaluation of ramps will be considered an additional service.

2. Aerial Mapping: Aerial photography for the project will be Washoe County aerials provided by the Washoe County GIS Department. The aerials from Washoe County are controlled by Washoe County Modified State Plane Coordinates. The project will be controlled off this coordinate system.
3. CONSULTANT will evaluate right of way needs based on County GIS data and where new equipment is to be installed.
4. Boundary Survey: Survey boundary services will only be done at locations that new signal infrastructure is found to be outside of project right of way. Easement legal descriptions will be created by a Professional Land Surveyor and easement documents and signatures for easements will be performed by the RTC. The locations for additional easements are not known at this time. Services will be provided on an "each" easement required basis. This project assumes five (5) traffic signal easements.
5. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for this project. Where required it will be considered an additional service.
6. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way where new signal poles are designed to be placed, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Deliverables will include: A pot hole at six (6) pole locations.
7. 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 plans, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
8. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a "greyed out" format using "new" and "existing" stipple patterns with new installations shown superimposed unless important details are obscured. It is assumed that locations of improvements will not require communication upgrades to the signal interconnect system.
9. New cabinet upgrade: New cabinets will be placed at a location close as possible to the existing cabinet. In most cases, the signal cables will not need to

be re-pulled to accommodate the new distance to the cabinet or upgrade the signal cables to the latest standard. The design assumes that 5 of the 19 new cabinets will require rewiring of signal (conduit and cable schedules.) The design does not anticipate design required for replacement of crushed conduit. This aspect of design will be addressed during the Engineering During Construction Service.

10. Gridsmart Cameras are anticipated to be located on the nearest signal pole cabinet and connected with a CAT6 cable (max distance is 300 feet) to the signal interconnect switch.
11. Uninterruptable power supply will be designed to be in a separate cabinet and powered by a separate NV Energy Power service point. It is anticipated that coordination with NV Energy will take the length of the design.
12. Intersection Control Evaluations (ICE): The CONSULTANT will prepare an objective analysis of concept level, feasible intersection control alternatives at the intersections of 4th Street (SR 647) and Mesa Park Road/Woodland Avenue. This is a unique intersection with its offset side roads and very steep grades. NDOT coordination is not anticipated as part of this task at this time.

The work described in this Task will evaluate intersection operations, develop concept intersection control alternatives, prepare concept level drawings, prepare high-level opinion of probable costs, establish and quantify intersection control performance measures, calculate a life-cycle benefit-cost, and prepare a technical memorandum document summarizing the intersection control evaluation.

The CONSULTANT will complete:

Traffic Data Collection: CONSULTANT shall collect traffic operation information to inform the alternative development process of traffic constraints. This traffic information will also be used for each intersection alternative evaluation. Traffic counts will not be collected on holiday, weekends, or during abnormal weather conditions. Peak hour intersection vehicle turning movement counts, including classification of vehicle, motorcycle or bus, and bi-directional bicycle and pedestrian counts will be collected at the intersection location. Traffic counts will be conducted on a Tuesday, Wednesday, or Thursday during the peak commute hours of 7:00 AM — 9:00 AM and from 4:00 PM — 6:00 PM. 72 hours of approach volumes will also be collected along each of the intersection approaches (4 approaches). This task also includes a site visit to document operations.

- a. Traffic Operation Analysis. Analysis will consider weekday, AM and PM peak-hour volume conditions at the project intersection. Traffic

operations will be evaluated for signal control and roundabout control improvements.

- b. Design year traffic scenarios evaluated in the traffic operations include the existing traffic count data and one future year condition based on forecast intersection volumes for a horizon year general plan build out. One interim year condition may be evaluated based on linear interpolation.
- c. A MUTCD signal warrant analysis will be performed as part of the ICE.
- d. For each design year traffic scenario, signal control analyses will be conducted with Synchro® using Highway Capacity Manual (HCM) methodologies as defined by the City at the start of the project. Roundabout control evaluations will be performed using the Sidra® 8 software and the HCM 6 capacity model. The Sidra Standard capacity model may be used by CONSULTANT to check the sensitivity of the roundabout operations.
- e. CONSULTANT will also complete the following as part of this task:
 - i. Identify the lane configurations (number of turn and through lanes), geometrics (length of turn bays, taper/transition length, etc.), and lane storage length requirements. Pedestrian and bicycle volumes (if known) will be included in the analysis.
 - ii. Perform peak-hour intersection Level of Service (LOS) and queuing analysis for signal control and roundabout control for existing traffic and future year traffic conditions (Weekday AM and PM peak-hours only). Report the peak hour average control delay, LOS, and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to existing storage lengths and left turn storage requirements.
 - iii. Develop Concept Layouts: Establish an approximated footprint of the study intersection including the number of approach, departure, turn, and circulatory lanes. Conceptual layouts will be prepared for proposed control types. Layouts will be developed in CADD using aerial images and available topographic mapping. Concept layouts will depict intersection features and geometric design elements based on the traffic operations analysis. The layout will include colored pavement markings consistent with the MUTCD, color coded areas identifying landscape opportunities, and the potential for vertical obstructions based on estimated sight lines. This scope assumes development of one draft concept layout for the intersection control alternative as well as a planning level estimate of the Opinion of Probable Cost. After review by the RTC, one round

of adjustments to the layout are included. This subtask included one meeting with the RTC review the concepts. Key features evaluated during this phase typically include:

1. Size and location of required intersection control relative to right-of-way and geometric constraints.
 2. Design speed, design vehicle, and sight line considerations (design check calculations will not be conducted at this level of design).
 3. Local access / access control considerations.
 4. Alignment of approaches and departures.
 5. Number of approach, departure, turn, and circulatory lanes.
 6. Channelization of turning movements.
 7. Travel paths for bicyclists and pedestrians.
 8. Estimated limits of intersection based on intersection control type geometric features and influence areas.
 9. Underground utilities as provided in other tasks.
 10. Other constraints identified by the RTC will be provided to CONSULTANT prior to development of the project concepts.
- f. Concept Review and Revisions: The CONSULTANT will meet once with the RTC to review the draft concepts and make a single round of revisions before commencing evaluations.
- g. Prepare Evaluations: This subtask includes the objective evaluation and comparison of implementing each of the identified intersection control alternatives compared to each other. The purpose of this evaluation is to provide an objective analysis that allows the RTC and City to make an investment decision based on traffic control and operations strategy for the design life of the intersection. The following performance measures will be calculated for the design-life life-cycle and adjusted to a net present value:
- i. Safety (Crash Prediction Evaluation using Interactive Highway Safety Design Model - IHSDM)
 - ii. Delay (based on average peak hour delay)
 - iii. Operations and Maintenance
 - iv. Initial Capital Costs
- h. The performance measures will be used to calculate a Benefit-Cost Ratio for each of the proposed improvements compared to the existing intersection (no project). Qualitative performance measures will also be evaluated and summarized in the analysis. These measures include active transportation links, transit service, corridor and regional context.
- i. Prepare a Draft ICE Memo for RTC review summarizing the results. The memo will include concept layouts for each of the traffic control

alternatives, as well as a summary of the ICE performance measures and Benefit-Cost analysis. After staff review, a Final memo will be prepared.

C. 60% Design Phase

1. Prepare 60% Plans and Specifications

- a. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and an OPC suitable for RTC and Local Government review.

Project Plans will include:

- i. Cover,
 - ii. General Notes
 - iii. Sheet Index
 - iv. Traffic signal details (5)
 - v. Traffic Signal Plan sheet (19)
 - vi. Conduit schedules and summaries (8)
- 2. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
 - 3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
 - 4. CONSULTANT will submit 60% Plans to RTC and to utility agencies.

D. 90% Design Phase

1. Prepare 90% Plans and Specifications

- a. CONSULTANT shall incorporate review comments from RTC and City of Reno into the 90% design process
- b. Plan updates and further development. Prepare preliminary Plans, and an OPC suitable for RTC and Local Government review.

Project Plans will include:

- i. Cover
- ii. General Notes
- iii. Sheet Index
- iv. Traffic signal details (10)
- v. Traffic Signal Plan sheet (19)
- vi. Conduit schedules and summaries (8)

- c. Project Specifications: CONSULTANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.
2. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
 3. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.
 4. CONSULTANT will submit 90% Plans to RTC and to utility agencies. A mylar cover sheet will be produced at this submittal for routing to the agencies for project bidding.
 5. Nevada Department of Transportation Encroachment Permit. CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. One permit will be processed as part of the scope of this work for SR 28. The CONSULTANT will submit the completed application and submit the color coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The RTC will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications.

E. Final Design

1. CONSULTANT shall incorporate review comments from RTC and City of Reno into Final Construction Document process.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards

and requirements. RTC will provide the boilerplate via e-mail in MS Word format.

3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of work are adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.
4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. 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 60%, 90%, and final stages of completion per the following:
 - a. 60% & 90% Plans – One digital 11" x 17" set to the RTC, and one digital 11"x17" set to each utility agencies and other affected parties.
 - b. 90% Specifications – One digital set to RTC and City of Reno.
 - c. 90% Plans – One digital plan set that are 11"x17", One 24"x36" mylar cover sheet to RTC.
 - d. Final Working Plan Set – one signed and sealed one PDF 11"x17" set each to the RTC.
 - e. Final Working Specification Document – One set each to RTC and City of Reno, one copy in MS Word format and one signed and sealed PDF of the Contract Documents and Technical Specifications to RTC.

F. Design 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. An 8% contingency was added to the design tasks only.

G. Bidding Services

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

- b. **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.
- c. **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.

H. Construction Phase Services or Engineering During Construction

The following tasks summarize the major elements of Construction Support Services anticipated with this project. No construction survey is anticipated to be included in Construction Support Services.

1. **Contract Administration.**

a. **Provide contract administration services as follows:**

- i. **Pre-Construction Conference:** CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- ii. **Visits to Site and Observation of Construction:** CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work, generally expected to be 20 hours per week up to 16 weeks (80 workings days). Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also

provide recommendations to RTC for any construction changes necessitated by field conditions.

- iii. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- iv. Review and provide recommendations on contractor's traffic control plans.
- v. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- vi. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- vii. Shop Drawings and Samples: CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- viii. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract

Documents, but subject to the provisions of applicable standards of state or local government entities.

- ix. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- x. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
- xi. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- xii. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- xiii. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to

check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.

- xiv. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- xv. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- xvi. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or

approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- xvii. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- xviii. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications, and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. Construction of the project that requires inspection is anticipated at 75 working days. A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, and paving (15 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (60 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (4 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of

aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.

- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

3. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project.
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. 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).

4. As-Built Information

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

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

Compensation

SAMPLE

Exhibit "B"

**Exhibit B - Schedule of Services
TE SPOT 9 – PACKAGE 2 PROJECT**

| TASK | DESCRIPTION | TASK TOTALS |
|-------------|--|---------------------|
| | | |
| | | |
| A | PRELIMINARY AND GENERAL ITEMS | \$18,550.00 |
| | | |
| B | DATA COLLECTION AND ANALYSIS | \$76,863.00 |
| | | |
| C | 60% DESIGN PHASE | \$32,654.00 |
| | | |
| D | 90% DESIGN PHASE | \$29,948.00 |
| | | |
| E | FINAL DESIGN PHASE | \$21,249.00 |
| | | |
| F | DESIGN CONTINGENCY (8% of Design) | \$14,341.12 |
| | | |
| G | BIDDING SERVICES | \$4,345.00 |
| | | |
| H | ENGINEERING DURING CONSTRUCTION | \$75,768.00 |
| | | |
| | Total Basic Services Fee | \$273,718.12 |
| | | |

Exhibit B - Schedule of Services
TE SPOT 9 – PACKAGE 2 PROJECT

Prepared by Kimley-Horn MSM 8/15/2019 v5

| TASK | DESCRIPTION | | | | | | | | | | Hours Subtotal | Direct Expenses | Expense Description | Lump Sum Task Amounts |
|----------|---|-----------|-----------------|--------------|--------|--------------------------|------------|------------|-------------------|------------|----------------|-----------------|---------------------|-----------------------|
| | | Principal | Project Manager | Senior Prof. | Prof. | Senior Technical Support | Analyst | Accounting | Technical Support | Admin. | | | | |
| | | \$225 | \$205 | \$188 | \$165 | \$147 | \$122 | \$115 | \$112 | \$100 | | | | |
| A | PRELIMINARY AND GENERAL ITEMS | | | | | | | | | | | | | |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | Project Management (12 months) | 1 | 24 | | | | | | | | 12 | | | \$6,345.00 |
| | Kickoff Meeting | 1 | 4 | | | | | | | | 5 | \$500.00 | Kickoff Travel | \$1,545.00 |
| | Monthly Progress calls | | 12 | | | | 12 | | | | 24 | | | \$3,924.00 |
| | Coordination Meetings (3) | | 6 | | | | 8 | | | | 14 | | | \$2,206.00 |
| | Invoicing, Progress Reports, Work Planning | | 12 | | | | | 18 | | | 30 | | | \$4,530.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | Subtotal Hours | 2 | 58 | 0 | 0 | 0 | 20 | 18 | 0 | 12 | 110 | | | |
| | Subtotal Fee | \$450.00 | \$11,890.00 | \$0.00 | \$0.00 | \$0.00 | \$2,440.00 | \$2,070.00 | \$0.00 | \$1,200.00 | | \$500.00 | | \$18,550.00 |
| B | DATA COLLECTION AND ANALYSIS | | | | | | | | | | | | | |
| | As-built collection and review | | | | | | 10 | | 10 | | 20 | | | \$2,340.00 |
| | Field Review with Reno | | 4 | | 25 | | 25 | | | | 54 | \$735.00 | Travel | \$8,730.00 |
| | Evaluate existing signal equipment | | | 3 | 10 | | 10 | | | | 23 | | | \$3,434.00 |
| | New signal ramp evaluation | | | | 2 | | 2 | | | | 4 | | | \$574.00 |
| | Aerial mapping | | | | | 4 | 4 | | | | 8 | | | \$1,076.00 |
| | Centerline development | | | | | 4 | | | 4 | | 8 | | | \$1,036.00 |
| | ROW evaluation | 1 | | | 4 | 4 | | | | | 9 | | | \$1,453.00 |
| | Boundary Survey | 1 | | | 4 | 5 | | | | | 10 | \$5,000.00 | 5 legal desc. | \$6,600.00 |
| | Utility mapping | | | | | 30 | | | 30 | | 60 | \$6,000.00 | 6 Potholes | \$13,770.00 |
| | Utility Coordination | | | | | 10 | | | 15 | | 25 | | | \$3,150.00 |
| | Signal Basis of Design | | | 5 | | | 5 | | | | 10 | | | \$1,550.00 |
| | New Cabinet Concepts | | 1 | | 2 | | 3 | | | | 6 | | | \$901.00 |
| | Grid smart due diligence | | 1 | 2 | 3 | | | | | | 6 | | | \$1,076.00 |
| | UPS due diligence and NVE Coordination | | | 5 | 5 | | 1 | | | | | | | \$1,887.00 |
| | ICE Control Evaluation | | | | | | | | | | | | | \$0.00 |
| | Coordination with NDOT to obtain data | | | | 2 | | | | | | 2 | | | \$330.00 |
| | Site visit | | | | | | 2 | | | | 2 | | | \$244.00 |
| | Traffic Data collection (72 Hour counts) | | | | 2 | | 6 | | | | 8 | \$2,388.00 | Traffic Counts | \$3,450.00 |
| | Traffic operations analysis for 2 alternatives and existing | | | | 4 | | 5 | | | | 9 | | | \$1,270.00 |
| | Operations Analysis QA/QC | 1 | 1 | | | | | | | | 2 | | | \$430.00 |
| | Signal Warrant Analysis | 1 | | | 4 | | 8 | | | | 13 | | | \$1,861.00 |
| | Safety Analysis for 2 alternatives and existing | | 1 | | 2 | | 5 | | | | 8 | | | \$1,145.00 |
| | Safety Analysis QA/QC | 1 | | | | | | | | | | | | \$225.00 |
| | Develop 2 Conceptual Layouts | | 12 | 2 | | 15 | 20 | | | | 49 | | | \$7,481.00 |
| | Concept Meeting and Revisions | | 10 | | 3 | 8 | 12 | | | | 33 | | | \$5,185.00 |
| | Determine ROW Needs | | | | | | 1 | | | | 1 | | | \$122.00 |
| | Determine Utility Conflicts | | | | | | 1 | | | | 1 | | | \$122.00 |
| | Access Management and Mitigation | | 1 | | | | 1 | | | | 2 | | | \$327.00 |
| | Structures or Retaining Wall Requirements | | 1 | | | | | | | | 1 | | | \$205.00 |
| | Environmental Clearance Requirements | | 1 | 1 | | | | | | | 2 | | | \$393.00 |

Exhibit "B"

| TASK | DESCRIPTION | | | | | | | | | | Hours Subtotal | Direct Expenses | Expense Description | Lump Sum Task Amounts |
|----------|---|-----------|-----------------|--------------|-------------|--------------------------|-------------|------------|-------------------|----------|----------------|-----------------|---------------------|-----------------------|
| | | Principal | Project Manager | Senior Prof. | Prof. | Senior Technical Support | Analyst | Accounting | Technical Support | Admin. | | | | |
| | Opinion of Probable Cost | | | | | | | | | 4 | 4 | | | \$488.00 |
| | Determine Life-Cycle Costs | | 1 | | 1 | | | | | 4 | 6 | | | \$858.00 |
| | Calculate Benefit/Cost | | 1 | | 1 | | | | | 2 | 4 | | | \$614.00 |
| | Calculate Safety Performance Benefit/Cost | | | | 1 | | | | | | 1 | | | \$165.00 |
| | Develop ICE Summary Table | | | | 1 | | | | | | 1 | | | \$165.00 |
| | Conceptual Layout and Benefit/Cost QA/QC | | 3 | | | | | | | | 3 | | | \$615.00 |
| | Develop ICE Document | | | | 6 | | | | | 5 | 13 | | | \$2,010.00 |
| | QA/QC | | 1 | | | | | | | | 1 | | | \$205.00 |
| | Address Internal QA/QC Comments | | | | | 1 | | | | | 1 | | | \$165.00 |
| | Conference Call with RTC | | 1 | | | 1 | | | | | 2 | | | \$370.00 |
| | Address RTC Comments | | | | 1 | 1 | | | | 4 | 6 | | | \$841.00 |
| | Subtotal Hours | 3 | 44 | 19 | 85 | 80 | 140 | 0 | 59 | 0 | 418 | | | |
| | Subtotal Fee | \$675.00 | \$9,020.00 | \$3,572.00 | \$14,025.00 | \$11,760.00 | \$17,080.00 | \$0.00 | \$6,608.00 | \$0.00 | | \$14,123.00 | | \$76,863.00 |
| C | 60% DESIGN PHASE | | | | | | | | | | | | | |
| | Cover and General Notes | | | | | 1 | 1 | | 1 | | 3 | | | \$381.00 |
| | Sheet Index | | | | | | 1 | | 2 | | 3 | | | \$346.00 |
| | Traffic signal details (5) | | | | | | 10 | | 10 | | 30 | | | \$3,810.00 |
| | Traffic signal plan sheets (19) | | | 6 | 10 | 30 | 30 | | 40 | | 116 | | | \$15,328.00 |
| | Conduit Schedules and summaries (8) | | | 4 | 10 | 10 | 10 | | | | 34 | | | \$5,092.00 |
| | Specification Outline | | 1 | | | | | | | 2 | 3 | | | \$449.00 |
| | OPC | | | | 1 | 3 | | | 3 | | 7 | | | \$942.00 |
| | Field Review | | | | 10 | | | | | 10 | 20 | | | \$2,870.00 |
| | Quality Control Review | 1 | 2 | 5 | | 3 | 3 | | | | 14 | | | \$2,382.00 |
| | Submit 60% RTC and utilities | | 2 | | | | | | | 2 | 4 | | | \$1,054.00 |
| | Subtotal Hours | 1 | 5 | 15 | 31 | 57 | 69 | 0 | 56 | 4 | 238 | | | |
| | Subtotal Fee | \$225.00 | \$1,025.00 | \$2,820.00 | \$5,115.00 | \$8,379.00 | \$8,418.00 | \$0.00 | \$6,272.00 | \$400.00 | | \$0.00 | | \$32,654.00 |
| D | 90% DESIGN PHASE | | | | | | | | | | | | | |
| | Cover and General Notes | | | | | | | | | 1 | 1 | | | \$122.00 |
| | Sheet Index | | | | | | | | | 2 | 2 | | | \$244.00 |
| | Traffic signal details (10) | | | | | 7 | 7 | | 7 | | 21 | | | \$2,667.00 |
| | Traffic signal plan sheets (19) | | | 4 | 7 | 20 | 20 | | 30 | | 81 | | | \$10,647.00 |
| | Conduit Schedules and summaries (8) | | | 4 | 8 | 8 | 8 | | | | 28 | | | \$4,224.00 |
| | Prepare specifications | | 4 | | 10 | | 10 | | | | 24 | | | \$3,690.00 |
| | OPC | | | | 1 | 3 | | | 3 | | 7 | | | \$942.00 |
| | Field Review | | | | 10 | | | | | 10 | 20 | | | \$2,870.00 |
| | Quality Control Review | 1 | 2 | 5 | | 3 | 3 | | | | 14 | | | \$2,382.00 |
| | Submit 90% RTC and utilities | | 2 | | | | | | | 2 | 4 | | | \$1,054.00 |
| | NDOT Enchroach. permit 1st Submittal | | | 1 | 2 | | | | | 4 | 8 | | | \$1,106.00 |
| | Subtotal Hours | 1 | 8 | 14 | 38 | 41 | 67 | 0 | 40 | 5 | 214 | | | |
| | Subtotal Fee | \$225.00 | \$1,640.00 | \$2,632.00 | \$6,270.00 | \$6,027.00 | \$8,174.00 | \$0.00 | \$4,480.00 | \$500.00 | | \$0.00 | | \$29,948.00 |
| E | FINAL DESIGN PHASE | | | | | | | | | | | | | |
| | Cover and General Notes | | | | | | | | | 1 | 1 | | | \$122.00 |
| | Sheet Index | | | | | | | | | 2 | 2 | | | \$244.00 |
| | Traffic signal details (10) | | | | | 4 | 4 | | 7 | | 15 | | | \$1,860.00 |
| | Traffic signal plan sheets (19) | | | 2 | 4 | 12 | 12 | | 20 | | 50 | | | \$6,504.00 |

Exhibit "B"

| TASK | DESCRIPTION | | | | | | | | | | Hours Subtotal | Direct Expenses | Expense Description | Lump Sum Task Amounts |
|------|--------------------------------------|------------|-----------------|--------------|-------------|--------------------------|-------------|------------|-------------------|------------|----------------|-----------------|---------------------|-----------------------|
| | | Principal | Project Manager | Senior Prof. | Prof. | Senior Technical Support | Analyst | Accounting | Technical Support | Admin. | | | | |
| | Conduit Schedules and summaries (8) | | | 2 | 6 | 6 | 6 | | | | 20 | | | \$2,980.00 |
| | Prepare specifications- Front End | | 4 | | 6 | | 10 | | | | 20 | | | \$3,030.00 |
| | OPC | | | | 1 | 3 | | | 3 | | 7 | | | \$942.00 |
| | Field Review | | | | 5 | | 5 | | | | 10 | | | \$1,435.00 |
| | Quality Control Review | 1 | 2 | 5 | | 3 | 3 | | | | 14 | | | \$2,382.00 |
| | NDOT Enchroach. permit 2st Submittal | | | | 2 | | 3 | | | | 5 | | | \$696.00 |
| | Submit Bid documents to RTC | | 2 | | | | 2 | | | 4 | 8 | | | \$1,054.00 |
| | Subtotal Hours | 1 | 8 | 9 | 24 | 28 | 48 | 0 | 30 | 4 | 152 | | | |
| | Subtotal Fee | \$225.00 | \$1,640.00 | \$1,692.00 | \$3,960.00 | \$4,116.00 | \$5,856.00 | \$0.00 | \$3,360.00 | \$400.00 | | \$0.00 | | \$21,249.00 |
| F | DESIGN CONTINGENCY | | | | | | | | | | | | 8% of Design | \$14,341.12 |
| G | BIDDING SERVICES | | | | | | | | | | | | | |
| | Pre-Bid Meeting | | 1 | | | | 1 | | | | 2 | | | \$327.00 |
| | RFI Responses | | 1 | | 4 | | | | | | 5 | | | \$865.00 |
| | Addendums | | | | | 5 | 5 | | | | 10 | | | \$1,345.00 |
| | Bid Opening and Bid Tabs | | 4 | | | | 4 | | | | 8 | \$500.00 | PM Travel | \$1,808.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | Subtotal Hours | 0 | 6 | 0 | 4 | 5 | 10 | 0 | 0 | 0 | 25 | | | |
| | Subtotal Fee | \$0.00 | \$1,230.00 | \$0.00 | \$660.00 | \$735.00 | \$1,220.00 | \$0.00 | \$0.00 | \$0.00 | | \$500.00 | | \$4,345.00 |
| H | ENGINEERING DURING CONSTRUCTION | | | | | | | | | | | | | |
| | (75 Working Days) | | | | | | | | | | | | | |
| | Construction Administration | | 25 | | 30 | | 50 | | | | 105 | \$988.00 | PM Travel (2 trips) | \$17,163.00 |
| | Construction Survey (Excluded) | | | | | | | | | | 0 | | | \$0.00 |
| | Inspection | | 10 | | 30 | | 275 | | | | 315 | \$750.00 | Mileage | \$41,300.00 |
| | Material Testing | | 2 | | 4 | | 10 | | | | 16 | \$10,000.00 | Materials Testing | \$12,290.00 |
| | As-built information | | 5 | | 2 | | 30 | | | | 37 | | | \$5,015.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | | | | | | | | | | | 0 | | | \$0.00 |
| | Subtotal Hours | 0 | 42 | 0 | 66 | 0 | 365 | 0 | 0 | 0 | 473 | | | |
| | Subtotal Fee | \$0.00 | \$8,610.00 | \$0.00 | \$10,890.00 | \$0.00 | \$44,530.00 | \$0.00 | \$0.00 | \$0.00 | | \$11,738.00 | | \$75,768.00 |
| | Total Basic Services Hours | 8 | 171 | 57 | 248 | 211 | 719 | 18 | 185 | 25 | 1,630 | | | |
| | Total Basic Services Fee | \$1,800.00 | \$35,055.00 | \$10,716.00 | \$40,920.00 | \$31,017.00 | \$87,718.00 | \$2,070.00 | \$20,720.00 | \$2,500.00 | | \$26,861.00 | | \$273,718.12 |

Exhibit B
SCHEDULE FOR
TE SPOT 9 PACKAGE 2

| <u>Project Milestones</u> | <u>Date</u> |
|--|-------------|
| Project NTP | 9/30/2019 |
| Project Kick-off and Field Review | 10/15/2019 |
| Intersection Control Evaluation | 12/6/2019 |
| 60% Design Submittal | 12/20/2019 |
| 90% Design Submittal | 1/31/2020 |
| Final Design Submittal (Pending NDOT approval (& NV Energy Coord.) | 4/10/2020 |
| Construction Contract Awarded | 6/22/2020 |

*Typical review time for agencies is assumed to be 2 weeks excluding holiday weeks. NDOT encroachment review time is assumed to be 5 weeks.

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2018-11-02 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: David Carr
Fleet & Facilities Manager


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Recommendation for Award for the Provision of Heating, Ventilation and Air Conditioning (HVAC) maintenance and repairs for RTC facilities

RECOMMENDATION

Approve the award and agreement with Trane US Inc. to provide heating, ventilation, and air conditioning (HVAC) preventive maintenance services, for a term of two years with three, one-year renewal options; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The RTC issued a Request for Proposal (RFP) in May 2019. The RFP requested proposals for a two-year initial contract and three one-year options. A mandatory pre-proposal meeting was held on June 5, 2019. The RFP submission deadline was July 2, 2019. Proposals were received by the RTC from ACCO, Inc., Gardner Engineering and Trane U.S., Inc.

A three-person proposal evaluation team consisting of three RTC employees reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 40 points for technical
- 40 points for pricing
- 20 points for references

Trane scored the highest with 83.0 out of a maximum 100 points. ACCO, Inc. was second with 75.1 points.

FISCAL IMPACT

The FY 2020 Budget contains \$125,000 for HVAC repairs and maintenance.

PREVIOUS BOARD ACTIONS:

April 2019 Approved the draft Request for Proposal (RFP) for the provision of HVAC maintenance and repair services for RTC facilities.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

AGREEMENT FOR GOODS AND SERVICES

- HVAC Preventative Maintenance Services-

This agreement (the "Agreement") is entered into by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and TRANE US, Inc. ("Contractor") and dated and effective on October 1, 2019 ("Effective Date").

1. **Term.** The term of this agreement shall commence on the Effective Date and shall end on June 30, 2022.
2. **Scope of Work.** Contractor shall provide the goods and services described in the Scope of Service attached as Exhibit A. Contractor shall provide the additional services specified in Exhibit A, as requested and authorized in writing by RTC.
3. **Work Orders.** RTC's Facilities Supervisor shall provide work orders to Contractor each month for work in Exhibit A (each a "Work Order"). Contractor shall complete the tasks identified in the Work Order by the end of the month and submit the completed Work Order to RTC's Facilities Supervisor within 10 calendar days of the end of the month.
4. **Time for Performance.** The work shall be completed pursuant to the schedule of deliverables in Exhibit A as described in a Work Order.
5. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B. Contractor will invoice for services upon completion. The estimated costs are included in Exhibit B.
6. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. In 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.
7. **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.
8. **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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Notification and Imposition of Liquidated Damages.

- a. **Notification Steps.** RTC intends to provide written notice to the Contractor for the first occurrence that can be the basis of the assessment of liquidated damages. A second violation shall be the basis of the imposition of the liquidated damages at issue. Notwithstanding the preceding sentence, RTC retains the discretion to impose a liquidated damage for any violation regardless of the number of violations that have occurred in appropriate circumstances without regard to any prior notice.
- b. **Multiple Assessments.** RTC does not intend to impose multiple liquidated damages for the same incident, occurrence, or other event, but retains the discretion to do so in appropriate circumstances.
- c. **Agreement of Contractor.** The Contractor understands and agrees that if it fails to meet the schedule, maintenance, and other performance requirements of this Agreement, RTC may suffer damages which may not be quantified as of the date of execution of this Agreement. The Contractor hereby agrees to pay (or to have deducted from its invoices) the liquidated damages amounts stated in this Section. The Contractor further agrees that amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and that such amounts are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss.
- d. **Deduction and Assessment of Liquidated Damages.**
 - i. **Assessment by RTC.** The liquidated damages shall be calculated, assessed, and reported by the RTC to the Contractor on a monthly basis. Liquidated damages shall be assessed on the basis of the information provided through the various reporting mechanisms available to the RTC, including visual observations, inspections, data surveys, passenger comments, and such other means the RTC may deem to be appropriate.
 - ii. **Response by Contractor.**
 - (a) The Contractor may respond to RTC in writing within five (5) calendar days of receipt of the notice of assessment of liquidated damages. The Contractor shall have an opportunity to demonstrate to the RTC that it made all reasonable efforts to comply with its contractual obligations and that its failure to comply was due to circumstances beyond the control of the Contractor or any person for whom the Contractor is legally or contractually responsible.
 - (b) RTC reserves the right to reduce or waive the liquidated damages at issue based on the Contractor's demonstration. In the absence of a sufficient demonstration from the Contractor, all amounts of liquidated damages imposed shall be deducted by RTC from the Contractor's next monthly invoice.

- e. **Liquidated Damages and Amounts.** The following liquidated damages shall be assessed by RTC on the Contractor for each failure to perform as described below. The determination that a failure to perform has occurred shall be made by RTC.
- i. **Services Not Provided.** Preventive maintenance (PM) work shall be completed within the month they are assigned/scheduled and documented in writing on the work order provided by RTC. Failure to complete the PM work order and/or documentation within the month they are assigned shall result in liquidated damages in the amount of \$100 per calendar day until they are completed (RTC will allow to the 10th of the following month to provide the documentation provided the work was performed in the month it was assigned/scheduled). If RTC or an alternative contractor performs the PM due to the failure to perform by the contractor, the actual cost of the work shall also be deducted from the amount due to contractor in subsequent months (unless it is the last month of the contract and the cost shall be deducted from the last payment due).
 - ii. **Failure to Respond (Emergency Calls).** Liquidated damages in the amount of \$500 per occurrence of failure to (1) respond by phone within 1 hour an emergency call, and/or (2) provide an onsite service response within 4 hours.

14. 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.

15. 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.

16. 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.

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

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

19. 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.

20. Notice. Any Notice as required in the Incorporated Agreement must be given in writing at least two business days in advance and should be sent the following locations:

Trane US, Inc.
5595 Equity Ave., Suite 100
Reno, NV 89502
Email

RTC of Washoe County
1105 Terminal Way
Reno, NV 89502
Email

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

22. 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.

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

24. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor 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, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

APPROVED AS TO LEGALITY AND FORM

BY: _____
Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Lee G. Gibson, Executive Director

TRANE US, INC.

BY: _____
Pamela Clifford, Contract Analyst

SAMPLE

Exhibit A - Equipment Listing
As of October 1, 2019

| Name of Location | Address | Equipment Listing |
|--|--|--|
| Villanova | 2050 Villanova Reno, NV 89502 | |
| Telephone Room B building IT Server Room A building | | 1 Package Unit 1 Liebert Unit 2 AC Package Units |
| Sutro FM | 600 Sutro Street Reno, NV 89512 | |
| FM Building | | 1 Package Unit 3 Reznor Heaters 1 Swamp Cooler |
| 6th Street | 1301 6th Street Reno, NV 89502 | |
| Building | | 1 Package Unit 1 Main Exhaust Fan |
| Centennial Plaza | 1421 Victorian Sparks, NV 89431 | |
| Bus Station | | 18 Heat Pumps 2 Supplemental Cooling Units (IT and Mechanical Room) 2 Circulation Pumps 2 Rooftop Exhaust Fans 1 MAU with Heat Wheel 2 Electric Heaters (maint building and generator building) 1 Exhaust Ventilator (maintenance building) 17 Baseboard Heaters 2 Electric Heater (both stairwells) |
| 4SS | 200 East 4th Street Reno NV 89512 | |
| North Building | | 1 Boiler 4 Circulation Pumps 8 Heat Pumps 1 ERV 1 Cooling Tower 2 Electric Heaters (mechanical room) |
| South Building | | 6 Heat Pumps 2 ERV's 10 Baseboard Heaters (South building) |
| Terminal | 1105 Terminal Way Reno, NV 89502 | |
| Building | | 3 Boilers 1 Cooling Tower 1 MAU 65 Heat Pumps 1 Roof Exhaust Fan 4 Circulation Pumps 1 Plate Heat Exchanger 1 Liebert (IT Room) 4 Console Units (Stairwells) 2 Electric Heaters (Stairwell and Penthouse) |

Exhibit A

General Scope of Work

ALL SITES

The Contractor shall provide all labor, equipment and materials to perform the work tasks outlined on **Preventative Maintenance** Schedule at the RTC locations specified. The Contractor shall perform the work at the specified frequencies and within the indicated work hours for the duration of the contract in accordance with generally accepted industry standards. The work hours can be changed by RTC with written direction.

Contractor shall coordinate service, 48 hours prior to commencing work at any of the sites. An initial schedule shall be submitted by the successful contractor and approved by the RTC at the time the contract is approved. Contractor shall notify the Project Manager after work is completed at each location.

The (RTC) Procuring Agency shall have the option to purchase additional services at the rate quoted in the Bid.

Additional services include, but are not limited to: regular repairs and call back for emergency service during day, evening and week-end hours.

Contractor shall be responsible for all permits and/or licenses necessary to perform HVAC PM Services.

Times of Service

The Contractor shall perform HVAC services during the week (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. excluding the following holidays:

New Year's Day, Independence Day, Thanksgiving, and the day after Thanksgiving, Christmas.

Exception: Emergency service calls

Emergency Service Calls

The Contractor shall provide a telephone number to receive emergency service calls 24/7. Contractor shall respond within 1 hour of call and provide an onsite service response within 4 hours.

Supplies

The contractor is responsible for supplying all necessary materials including, but not limited to: filters, media, evaporative cooler pads, water conditioning agents, belts, oil, grease, cleaning agents, normal wear items of HVAC units. **It shall be the Contractor's responsibility to submit required MSDS to the Facilities Manager before bringing any materials and supplies onto any RTC site.**

All filters shall meet or exceed OEM specification and contractor shall provide verification documentation upon request.

Filters shall be new, unused and where applicable shall be a single filter. Filters that are cut and taped or otherwise combined with other parts or pieces of filters shall not be acceptable.

Equipment

All equipment shall be new, unused and equal or greater in performance to OEM standards for the equipment being replaced.

RTC requires that the contractor provide optional pricing and offer equipment that is more energy efficient whenever such products are available. It will be at the RTC's discretion to select a replacement unit that meets current efficiency standards or is available in a more efficient model.

Maintenance Schedule

The Maintenance schedule set forth below is a general guideline for the Preventative Maintenance Schedule. The Operation and Maintenance Manual for each piece of equipment is the main source. The information for all equipment is located on the RTC properties.

Note: Certain equipment requires more frequent filter changes than the O & M Manual suggests and those are noted in this scope of work.

Note: All filters are to be initialed and dated (MM/DD/YR) by technician when installed. All belts shall have sticker or label posted on door where the belt is located and note the date it was changed.

Note: All filters are to be initialed and dated by technician when installed

Equipment to be serviced at all locations (specific location listed on each site)

Boilers (4) three in-line *Slant Fin Galaxy* one *Knight*
Circulation Pumps and motors (10): (6) constant speed and (4) variable speed
Cooling Towers-Mechanical/Electrical (2) (**Excludes** chemical additives and cleaning)
Console Water source heat pumps (4) *Trane*
Generator- intake air filter change – 4th St Station Only
Electric Unit Heaters (7)
ERV (Energy Recovery Ventilator) (3)
Evaporative coolers (3)
Exhaust Fans (2)
Reznor heaters, gas fired (7)
Heat Exchanger (2) (Cooling Tower)
Heat Pumps and Condensers (97) various brands
Liebert Climate System (IT server rooms) (2)
MAU (make up Air unit w/ heat wheel) (1) *Greenheck*
Make up Air unit (1)
Packaged units-Rooftop (19)
Ventilators (13)
Supplemental Cooling (3) - (1) unit in the 2nd floor IT room Victorian (2) Sutro IT Room

SPECIFIED ADDRESS OF EQUIPMENT

2050 Villanova Drive, Reno, NV 89512

Administration building-northern most building on site:

Heat Pumps (2)-Located in IT room – one condenser on roof, one outside IT Room
Liebert (IT room climate system)

Note: all Filters-Merv 8

600 Sutro Street, Reno NV 89512

Facility Maintenance Shop:

1 Package Unit
1 Swamp Cooler
3 Reznor Style Shop Heaters

1105 Terminal Way, Reno, NV 89512

Throughout office areas

Console Water Source Heat Pumps (4) east and west stairwells
Electric heater, emergency stairwell
Heat pumps (58)-Located in the plenum of floors 1, 2 and 3
Liebert climate system (second floor IT server room)

4th Floor Mechanical Room

Boilers (3) (Slant-Fin)
Circulation Pumps and motors (4): 2-constant speed and 2-variable speed
Electric Heater
Heat Exchanger (Cooling Tower)

Roof

Cooling Tower
Exhaust Fan
Make up fresh air unit

Note: all Filters-Merv 8 (to be initialed and dated by technician when installed)

1421 Victorian Avenue, Sparks, NV 89521 (Centennial Plaza)

Main Building

Exhaust Ventilator (2) main building roof, belt driven

*Replace belts annually

Heat Pumps (21)-Located on floors 1 and 2

Supplemental Cooling (1) unit in the 2nd floor IT room -Mitsubishi

All baseboard heaters

Mechanical room-Main Building

MAU 1 (Make up Air Unit) with Heat Wheel

Pumps and motors, variable speed (2)

Maintenance Building

Electric heater

Exhaust Ventilator/ Fan Cooling System-direct drive

Generator room

Electric heater

Note: all Filters-Merv 11 (to be initialed and dated by technician when installed)

200 East 4th Street, (4th Street Station)

North building

Heat pumps (6)

North Building Mezzanine

Boiler

Circulation pumps and motors, constant speed (4)

Electric Heater

North Building, roof

Cooling Tower

ERV

Exhaust Fan-Sidewall

Heat Exchanger (Cooling Tower)

Roof top package Units (2)

South Building

Heat pumps (5)

South Building Roof

ERV (2)

Roof top package Units (2)-serviced monthly

Electric Heaters (2) – Two Baseboard heaters each in Security area and in Supervisor’s office.

Generator intake air filter change- Quarterly Filter Change Only

Note: all Filters-Merv 11 (to be initialed and dated by technician when installed)

MAINTENANCE SCHEDULE

BOILERS-Terminal (Slant Fin/Galaxy)

Monthly

- Boiler housing surface-clean off any coating found
- Check contacts and settings
- Check piping and accessories for leaks
- Check air vents

Water system, check:

- System to be full and pressure is stable
- Water lines-any small leak corrected
- Low water cutoff

Annual

- Check for gas leaks from valve and gas piping to burners and pilot

BOILERS-4th Street Station (Knight)

Monthly

- Boiler housing surface- clean off any coating found
- Check contacts and settings
- Check piping and accessories for leaks
- Check air vents

Water system, check:

- System to be full and pressure is stable
- Water lines-any small leak corrected

Annual

- Check for gas leaks from valve and gas piping to burners and pilot

CIRCULATION PUMPS

Quarterly

- Inspect for leaks and loose or damaged components
- Inspect for excessive vibration
- Replace filters on loop system (when necessary)
- Check for proper operation

COOLING TOWERS-Terminal & 4th Street

Note: Cooling tower cleaning, chemicals and loop chemicals are **NOT** part of this proposal

Monthly

- Inspect general condition of tower, check for unusual noise or vibration
- Inspect support structure for cracks and corrosion
- Check for any leaks
- Check water level in basin and adjust if necessary
- Check operation of make-up valve
- Check and adjust bleed rate
- Check fan belt tension and condition, adjust/replace as necessary

Quarterly

- Inspect cold and hot water basins and spray nozzles
- Adjust fan belt tension
- Lubricate fan shaft bearing
- Lubricate motor base adjusting screw
- Check motor voltage and current
- Check general condition of fan, and uniform pitch
- Check Cooling tower heater units
- Check operation of heating unit (crucial in fall and winter)

Semi Annual

- Lubricate remote fan and motor zerks

Annual

- Check fan drive alignment

Every 3 years-(start 2019)

- Clean heat Exchangers

CONSOLE WATER SOURCE HEAT PUMPS-Terminal Way Stairwells

Quarterly

Replace filters

Annual

- Check contactors and relays within the control panel
- Check tightness of wiring connections
- Clean coils of debris

ELECTRIC UNIT HEATERS

Annual

- Clean (blow out dust/dirt in and around unit)
- Check mounting bolts
- Check thermostat for proper operation

ERV - 4th Street

Monthly

- Change filters

Quarterly

- Apply lubrication where required
- Check dampers for unobstructed operation
- Check fan belt for wear, tension and alignment (repair/replace if necessary)
- Check motor for cleanliness
- Check blower wheel and fasteners for cleanliness, tightness, fatigue or wear
- Check bearings for cleanliness, lubricate as necessary
- Clean dust and debris from inside and outside of unit
- Check set screws for tightness
- Clean external Mesh filter
- Check that door seals are intact and pliable
- Check recovery wheel for cleanliness and clean if required
- Check belts, pulleys, bearings and motor (repair/adjust/tighten if necessary)

EVAPORATIVE COOLERS, Sutro - Facilities Maintenance Building

Semi Annual (April-startup)

- Replace pads (new media that is equivalent to current media)
- Clean water reservoir, scrape to remove loose deposits and remove all debris
- Clean and rinse drain tube
- Check water supply tubing, repair if necessary
- Clean and check water pump, test for free movement of impeller
- Check Belts (replace if necessary) oil bearings, if applicable
- Fill cooler, test and adjust float
- Check for leaks
- Add odor control agent
- Turn on cooler and check for proper operation, airflow, and thermostat function

Semi Annual (October-shutdown)

- Drain all water from pump, tank, tubes and/or pipes
- Turn off feed valve, blow out water in lines
- Clean tank, pump and filter
- Filter media, if good enough for next season should be cleaned
- Reinstall access covers
- Disconnect water and drain unit supply line

On heating portion-one unit, Sutro building B, October

- Inspect blower wheel, clean if necessary
- Inspect flue box, and clean if necessary
- Check for proper burner ignition
- Inspect main burners, adjust if necessary
- Ensure proper operation of thermostats

EXHAUST FANS

Semi annual

- Clean motor surfaces, remove dust build-up
- Check fasteners and mounting bolts
- Check and adjust/change belt (if applicable)
- Check for excessive vibrations
- Replace belts annually

GENERATOR –backup power

Quarterly

- Change inlet air filters (to be initialed and dated by technician when installed)

HEAT PUMPS- Terminal Way, Victorian, 4th Street

Monthly

- Replace filters on **four** heat pump units at **4th Street Station** that need monthly filter changes, 2 north building HPN 7 and HPN 8, and two south building HPS 5 and HPS 6.

On all other units at all facilities:

Quarterly (January/April /July/October)

- Replace Filters (to be initialed and dated by technician when installed)
- Inspect heat exchanger for leaks and clean as necessary
- Check piping and hose connections for leaks

Annual (April)

- Check compressor amperage to ensure the amp draw does not exceed 10% or higher than amperage indicated on the serial plate data
- Check fan motor to ensure proper lubrication

On Condensers

- Check refrigerant pressures and/or levels; make necessary adjustment
- Clean condenser coil fins, and straighten if needed

LIEBERT-Villanova and Terminal Way - Information Technology Server Rooms

Monthly:

Filter

- Filter, replace (merv 8) (to be initialed and dated by technician when installed)
- Check filter switch
- Wipe section clean

Blower

- Check impellers for debris and condition
- Check belt tension and condition

Compressor

- Check for Oil leaks
- Check for any other type of leaks

Air Cooled Condenser

- Clean condenser coil (if needed)
- Tighten motor mounts
- Check bearing condition

Reheat

- Check reheat element operation
- Inspect elements for cleanliness

Infrared Humidifier

- Check pan drain for clogs
- Check humidifier lamps
- Check pan for mineral deposits

Refrigeration Cycle / Section

- Check refrigerant lines
- Check for moisture (sight glass)
- Check for suction Pressure
- Check hot gas bypass valve
- Check thermostatic exp. Valve

Air Distribution

- Check grill for obstruction

Refrigerant Charge

- Check refrigerant level

Quarterly: January / April / July / October

All monthly tasks and:

On all sections mentioned above where applicable:

- Inspect and tighten electrical connections

Control Panel

- Check fuses
- Inspect and tighten electrical connections
- Check operation sequence

Refrigeration Cycle / Section

- Check head pressure
- Check discharge pressure

MAU-with Heat Wheel-Victorian Ave

Monthly

- Change internal Filter (to be initialed and dated by technician when installed)

Quarterly

- Lube fittings
- Check Fan belt tension, condition, and wear (adjust/replace as needed)
- Clean motor housing and Wheel if there is dust or grease buildup
- Inspect fan impeller and housing for fatigue, corrosion and wear
- Check for any excessive vibration
- Clean External aluminum mesh filter
- Check coils, and clean if necessary
- Check UV antimicrobial light

Annual

- All Quarterly tasks and:
- Clean Energy Recovery Wheel

MAKE UP AIR UNIT-Terminal

Monthly

- Replace filters- Merv 8 (to be initialed and dated by technician when installed)
- Check belt tension and check for proper operation

Semi annual

- Monthly service
- Check pulleys, and blower
- Clean blower if necessary
- Lube motor and blower bearings

REZNOR heaters Gas Fired

Quarterly

- Replace filters-Merv 8 (to be initialed and dated by technician when installed)
- Check belt tension and check for proper operation

Semi annual

- Inspect blower wheel and flue box, clean if necessary
- Check for proper burner ignition
- Inspect main burners-clean and adjust if needed
- Check dampers for proper opening
- Ensure proper operation of thermostats

ROOFTOP PACKAGE UNITS 4th Street

Monthly, 4th Street Station only:

- Change Filters (to be initialed and dated by technician when installed)

Quarterly Package Rooftop units (ALL): January / April / July / October:

- Return air filter replacement
- Clean outdoor hood inlet filter
- Check belt condition, replace belt as needed
- Check belt tension, re-tension as needed
- Check pulley alignment, adjust if needed
- Check fan shaft bearing locking collar tightness
- Check condenser coil cleanliness
- Check condenser drain

Semi Annual – April / October

Air Conditioning (April)

- Check Condenser fan motor mounting bolt tightness
- Check compressor mounting bolts
- Check condenser blade positioning
- Clean control box and check wire condition
- Check tightness of wire terminal
- Check refrigerant charge level
- Clean evaporator coil
- Check voltage of evaporator blower motor

Heating (October)

- Clean heat exchanger flu passageways
- Check burner condition
- Check gas manifold pressure
- Check heating temperature rise

Economizer (April / October)

- Check and clean inlet filter
- Check damper travel
- Check gear and dampers for debris and dirt

SUPPLIMENTAL COOLING- Victorian

Quarterly

- Clean filters
- Inspect drain line for proper drainage
- Check outdoor coils, clean if necessary

Annual

- Check fan of unit for lubrication
- Check connections
- Check refrigeration lines for leaks

THERMOSTATS

- Semi-Annual
- Check proper operations

VENTILATORS**Semiannual- April, October**

- Check all fasteners for tightness
- Clean motor and housing
- Check belt for wear and correct tension, replace/adjust if necessary (for ventilators that are not direct drive)
- Grease and/or lube fittings on units (if applicable)

SAMPLE

Exhibit B - Pricing

| | Price | |
|--|--------------|-------------------|
| Year 1 of Agreement (Pro-rated until June 30, 2020) | \$ | 57,730.00 |
| Monthly total | \$ | 4,810.83 |
| Total Year One (Monthly total pro-rated for 9 months) | \$ | 43,297.47 |
| Year 2 of Agreement (July 2020 - June 2021) | \$ | 59,462.00 |
| Monthly Total Year 2 | \$ | 4,955.17 |
| Year 3 of Agreement (July 2021 - June 2022) | \$ | 61,246.00 |
| Monthly Total Year 3 | \$ | 5,103.83 |
| Preventative Maintenance Services - 3 Year Total | \$ | 164,005.47 |

Regular Time (Outside of PM) - Price Per Hour
Mon - Fri 7am - 5pm \$ 100.00

Emergency Services

Peak Time - Price Per Hour \$ 200.00
Peak time (holidays or weekends) and/or outside of Mon - Fri 7am - 5pm

Over Time - Price Per Hour* \$ 150.00
Time and a half (hours worked beyond technician's schedule)

Equipment Purchases

Material Pricing - Discount for Time & Materials List Price minus 30%

*Only applies if not also Peak Time.

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS**

2018-11-02 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) 348-0171.

2. INDEMNIFICATION

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") 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 Indemnitees 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 Indemnitees 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 Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then 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 and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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, City of Reno and City of Sparks as additional insureds under its commercial general liability policy subject to the same

requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least 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 and approved by 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 approved by 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 insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or 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.

13. 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.

14. CRIME INSURANCE

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.16

TO: Regional Transportation Commission

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


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Cooperative (Highway Agreement) with the Nevada Department of Transportation (NDOT) for the Pyramid Highway/US 395 Connector Project (Phase 1)

RECOMMENDATION

Approve a Cooperative Highway Agreement with the Nevada Department of Transportation (NDOT) for the final plans, specifications and costs estimates for Phase 1 of the Pyramid Highway/US 395 Connector Project (Phase 1) in the amount of \$1,500,000; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This agreement (see attachment A) defines the roles and responsibilities for the design of improvements proposed for the Pyramid Highway/US 395 Connector Project (Phase 1). The improvements will be identified as Phase 1 of Arterial Alternative 3 in accordance with the Environmental Impact Statement (EIS) Record of Decision issued by the Federal Highway Administration on December 7, 2018. Phase 1 of the project is proposed to include capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. Pyramid will be widened to 6-lanes (three lanes in each direction) from Queen Way to Los Altos Parkway. Improvements north of Los Altos Parkway to Golden View will include safety, access management and multimodal. In this segment, Pyramid will remain 4-lanes (two lanes in each direction). Phase 1 also includes intersection improvements to accommodate the highway widening at Disc Drive and Los Altos Parkway.

FISCAL IMPACT

The RTC will contribute fuel tax funds to the project for a not to exceed amount of \$1,500,000 total over four fiscal years. The following is a summary of the fiscal obligation of the RTC.

RTC Fuel Tax Funds

| Fiscal Year | Payment Dates & Deliverables | Total Amount |
|---|--|---------------------|
| FY 2020 | FY Quarter 2 Payment upon delivery of 30% Design Plans | \$250,000 |
| FY 2021 | FY Quarter 1 Payment upon delivery of 60% Design Plans | \$500,000 |
| FY 2022 | FY Quarter 3 Payment upon delivery of 90% Design Plans | \$500,000 |
| FY 2023 | FY Quarter 1 Payment upon delivery of Final PS&E | \$250,000 |
| TOTAL FUNDING FOR RTC CONTRIBUTION | | \$1,500,000 |

PREVIOUS ACTIONS BY BOARD

January 18, 2019 Adopted the FY 2020 Fuel Tax Program of Projects that included Phase 1 design

ADDITIONAL BACKGROUND

Through this Highway Agreement, NDOT will provide design services utilizing in house staff and supplement with consultants as needed. RTC staff will follow the progress and participate in design review. The administration and funding of right of way acquisition, utility relocation and construction of Phase 1 will be identified during the design phase and an amendment to this agreement or execution of a separate agreement will be necessary.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada 89502, hereinafter called the "RTC".

WITNESSETH:

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

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

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

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

WHEREAS, the Federal Highway Administration issued a record of decision on December 7, 2018 for the Pyramid Highway/ US-395 Connector Project and the parties to this Agreement wish to proceed with the design of Phase 1 of Arterial Alternative 3 (Preferred Alternative) as described in the Final Environmental Impact Statement ("FEIS") dated June 2018; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities between the DEPARTMENT and the RTC with regard to completing the final design of Phase 1 of the Pyramid Highway/ US-395 Connector Project as shown on Exhibit A, hereinafter called the "PROJECT"; and

WHEREAS, the DEPARTMENT is willing to provide all services necessary to prepare final plans, specifications, and cost estimates for the PROJECT, hereinafter called the "Final PS&E Package"; and

WHEREAS, the DEPARTMENT and the RTC desire to establish cost estimates for the PROJECT, identify funding for right-of-way acquisition, utilities, and construction funding, and determine construction roles and responsibilities related to the PROJECT; and

WHEREAS, it is anticipated that an amendment to this Agreement or a separate Agreement will be required for funding the right-of-way acquisitions, utility relocations, and construction of the PROJECT; and

WHEREAS, the establishment of the roles and responsibilities to be provided under this Agreement will be of benefit to the DEPARTMENT, to the RTC, and to the people of the State of Nevada; and

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

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

ARTICLE I - RTC AGREES

1. To pay the DEPARTMENT up to One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000.00) for deliverables in connection with the 30% Design, 60% Design, 90% Design, and Final PS&E package at the following milestone amounts:

| | |
|---|-----------|
| 30% Design Plans | \$250,000 |
| 60% Design Reports, Plans, Specifications and Estimates | \$500,000 |
| 90% Design Reports, Plans, Specifications and Estimates | \$500,000 |
| Final PS&E Package | \$250,000 |

2. To review and provide written comments at 30%, 60% and 90% design levels to the DEPARTMENT within twenty-one (21) calendar days after receipt.

3. To pay the DEPARTMENT within forty-five (45) calendar days after receipt of the DEPARTMENT's invoice.

4. To assist the DEPARTMENT in obtaining the necessary permits, coordinating with other agencies, and conducting public outreach upon the DEPARTMENT's request.

ARTICLE II - DEPARTMENT AGREES

1. To establish a project identification number by which to track all PROJECT costs.

2. To provide the following deliverables within the anticipated timeframes to the RTC at a quality that meets DEPARTMENT design standards.

| | |
|---|------------|
| 30% Design Plans | Q2 FY 2020 |
| 60% Design Plans and Specifications and Estimates | Q1 FY 2021 |
| 90% Design Plans and Specifications and Estimates | Q3 FY 2022 |
| Final PS&E Package | Q1 FY 2023 |

3. To invoice the RTC in the following amounts upon notice of RTC receipt and acceptance of the deliverables by the RTC:

| | |
|-------------------------------------|-----------|
| 30% Design Plans | \$250,000 |
| 60% Design Plans and Specifications | \$500,000 |
| 90% Design Plans and Specifications | \$500,000 |
| Final PS&E Package | \$250,000 |

4. To be responsible for one hundred percent (100%) of all costs necessary to complete each deliverable in excess of the amounts the RTC is required to pay for each deliverable.

5. To perform, or have performed by consultants, all services necessary to complete the deliverables (including the development of the construction plans, specifications, estimates, and notes to specifications) in a manner that meets all permitting agencies' requirements and applicable design standards.

6. To monitor all PROJECT activities to ensure compliance with applicable environmental laws and regulations and in accordance with the US-395 Pyramid Connector Environmental Impact Statement.

7. To maintain and update the Federal Highway Administration (FHWA) major project management plan and the PROJECT financial plan for all elements of the PROJECT.

8. To hold meetings with the RTC concerning those facilities for which the RTC represents regional roads of the PROJECT, including but not limited to, coordination meetings, field reviews, right-of-way settings, and review meetings.

9. To provide the RTC with two (2) copies of the 30% design, 60% design, 90% design, and final PS&E plans and specifications for review and comment, and to invite the RTC to the specification review meeting to address said comments.

ARTICLE III - IT IS MUTUALLY AGREED

1. The improvements to be designed pursuant to this Agreement are generally described as Arterial Alternative Three (3) (Preferred Alternative) in the FEIS. Changes to the scope of the improvements that may occur may require an amendment(s) to this Agreement. The RTC's maximum funding responsibility is outlined herein unless the RTC requests additional improvements at which time the RTC will be responsible for all costs associated with any change order(s) they initiate. The RTC will request a cost estimate for the change order(s) to be performed by the DEPARTMENT's service provider or contractor and included in the PROJECT. In the event the RTC approves, in writing, the cost estimate for the additional improvements, an amendment(s) to this Agreement shall be executed by both parties prior to authorization of the change order and any additional contributions by the RTC in excess of the amount specified herein. In the event the RTC's governing body does not approve allocation of sufficient funds, the change order shall not be issued and such work shall not be completed.

2. The term of this Agreement shall be from the date first written above through and including December 31, 2023.

3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Sajid Sulahria, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7742

Fax:775-888-7322
Email:ssulahria@dot.nv.gov

FOR RTC:

Attn: Brian Stewart, P.E., Director of Engineering
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, Nevada 89520
Phone:775-335-1880
Fax: 775-348-1051
Email:bstewart@rtcwashoe.com

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

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

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

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

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

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

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

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

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

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

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

16. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

Regional Transportation Commission,
Washoe County

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

Lee Gibson, Executive Director

Director

Approved as to Form:

Approved as to Legality and Form:

Dale Ferguson, RTC Chief Counsel

Deputy Attorney General

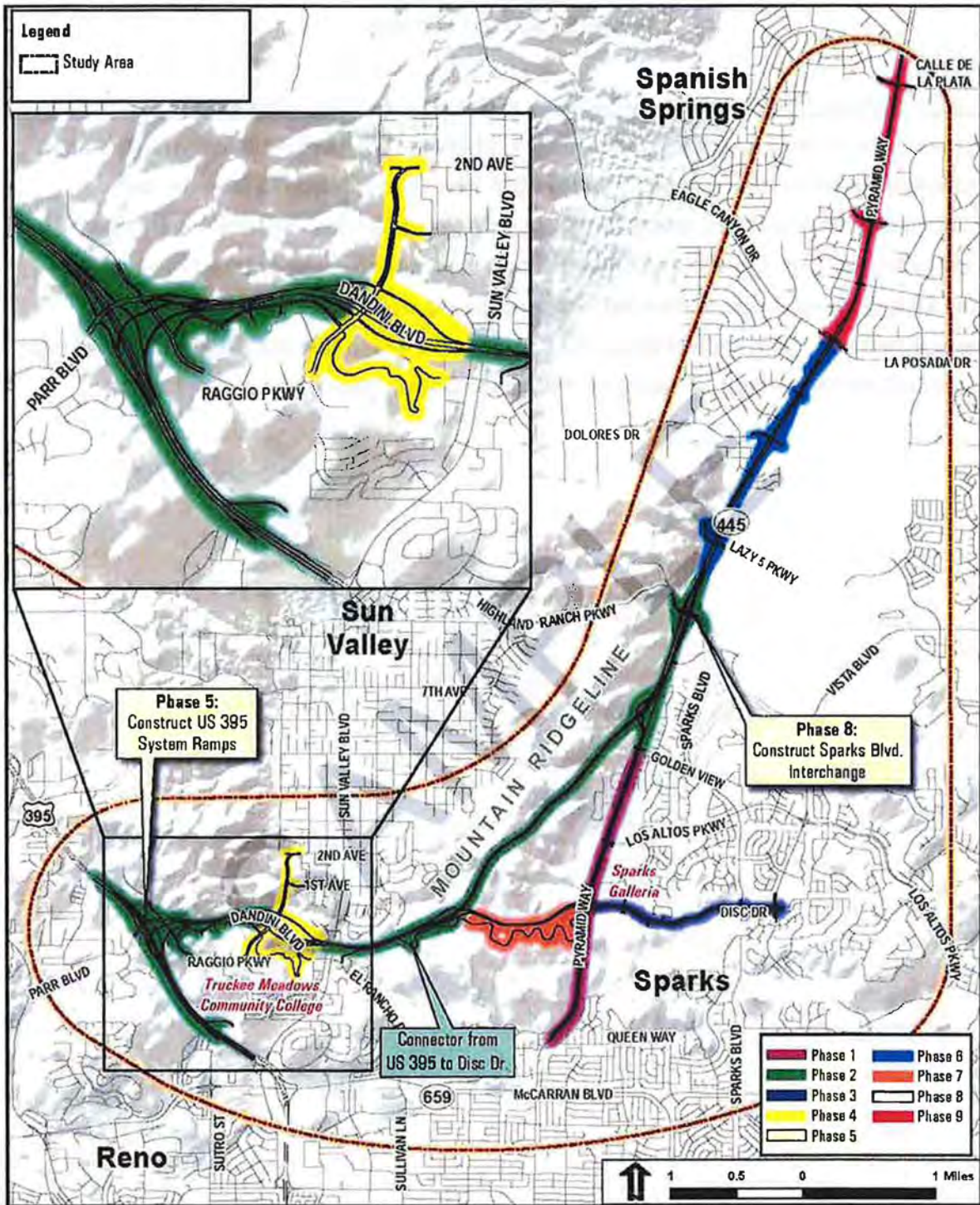
Exhibit A

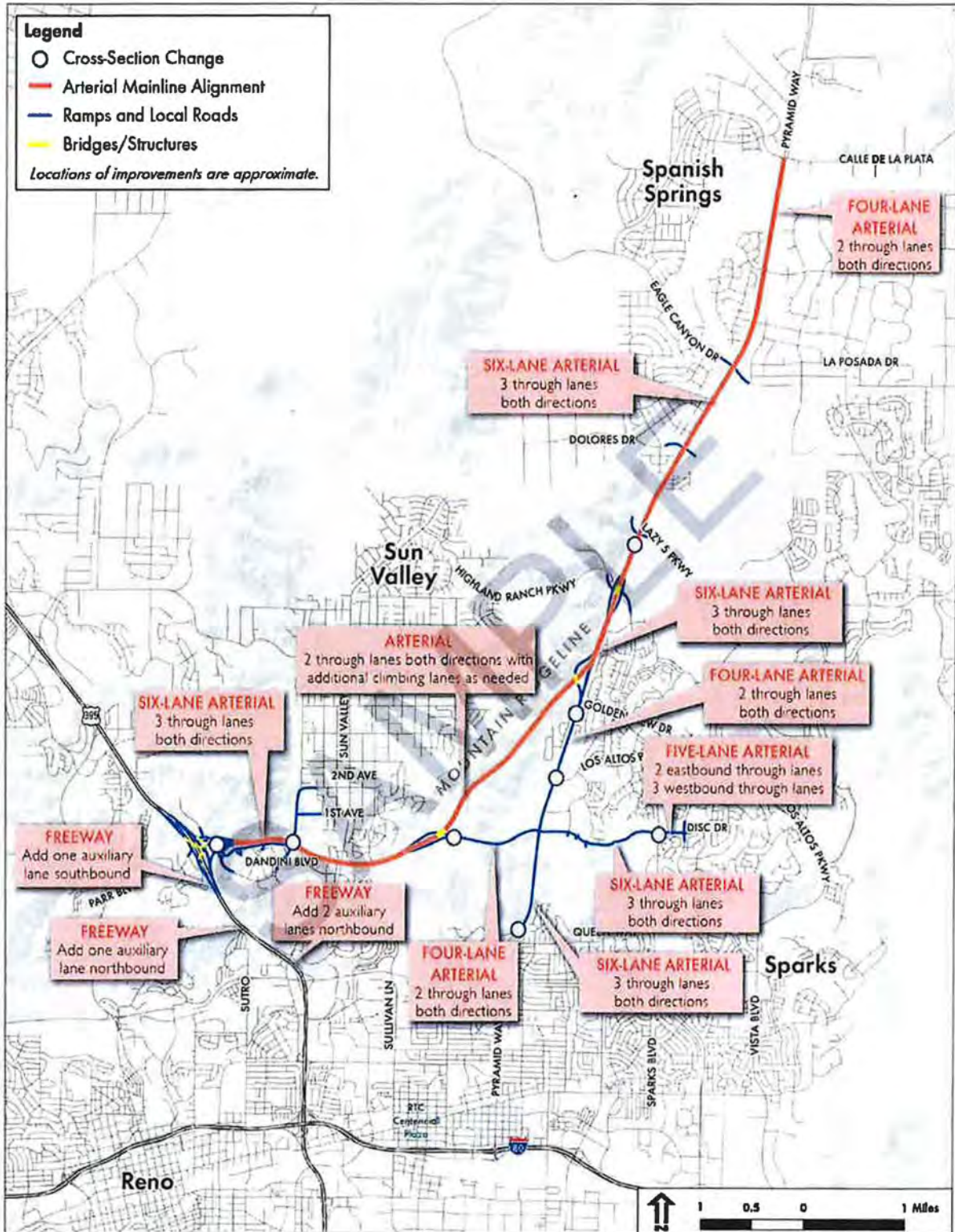
Project Description and Maps

Pyramid Highway Improvements (Queen Way to Golden View Drive) Washoe County, Nevada
Improvements to be in accordance with designated Phase 1 of Arterial Alternative 3 (Preferred Alternative) as described in the (June 2018) FEIS. Construct a 6-lane (3-lanes in each direction) high access control arterial from Queen Way to Los Altos Parkway. Intersection improvements at Disc Drive to accommodate both the future widening of Disc Drive and the future Disc Drive extension to the west. Intersection improvements at Los Altos Parkway. Sidewalk and bike lanes north of Disc Drive. Construct a 4-lane (2-lanes in each direction) high access control arterial north of Los Altos Parkway to Golden View Drive.

SAMPLE

Conceptual Phasing Plan





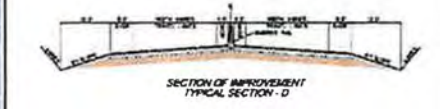
RTC PYRAMID HIGHWAY **US 395 CONNECTION**

ROADWAY SECTION SEGMENTS

- LEGEND:**
- CONCEPTUAL ARTERIAL MAINLINE ALIGNMENTS
 - CONCEPTUAL RAMP AND LOCAL ROADS
 - CONCEPTUAL BRIDGES / STRUCTURES
 - TYPICAL SECTION BREAK
 - 45 (85) DESIGN SPEED (EXISTING POSTED SPEED LIMIT)



PRELIMINARY
SUBJECT TO REVISION







REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

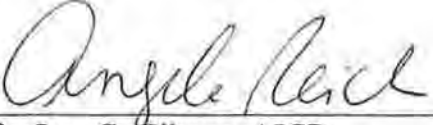
Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel



for Lee G. Gibson, AICP
Executive Director

SUBJECT: Resolution of Condemnation for property rights related to APN 007-183-13, necessary to construct the Virginia Street Bus Rapid Transit Extension Project

RECOMMENDATION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-13 from JRK Investments, LLC, a Nevada limited liability company, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

SUMMARY

At the March 18, 2016, RTC Board Meeting, the Commission approved Amendment No. 1 to the Professional Services Agreement with Nichols Consulting Engineers (“NCE”) for Final Design of the Virginia Street Bus RAPID Transit Extension Project (the “Project”). At the September 16, 2016, RTC Board Meeting, the Commission approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. Paragon Partners, LTD (“Paragon”) was selected as the firm to provide the right of way acquisition services at the November 18, 2016, RTC Board Meeting. Thereafter, Paragon initiated the process of acquiring the right of way for the Project.

Through an Interlocal Cooperative Agreement with the City of Reno dated May 24, 2016, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. Paragon has been attempting to negotiate the purchase of property rights needed to construct the Project from the owners of APN 007-183-13. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for these property rights. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered “right-of-entry” and/or order for immediate occupancy should negotiations with property owners

not result in the acquisition of the property rights through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| November 18, 2016 | Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA). |
| September 16, 2016 | Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Project and approve the local preferred alternative. |
| October 17, 2014 | Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE. |

ADDITIONAL BACKGROUND

This project will complete the multi-modal transportation improvements on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. The roadway reconstruction and BRT project work in the South Virginia-Midtown segment of the project began in June 2019 after receipt of a Letter of No Prejudice from the FTA. Work in the North Virginia-UNR segment of the project is anticipated to begin in the spring of 2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the Virginia Street Bus Rapid Transit Extension Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated May 24, 2016; and

WHEREAS, in the ICA dated May 24, 2016, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, insofar as is known to the RTC, is JRK Investments, LLC a Nevada limited liability company.

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interests of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interests for the full fee acquisition of the parcel known as APN 007-183-13, as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about July 2, 2019. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interests through purchase have been unsuccessful to date.
3. That the property interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Virginia Street Bus Rapid Transit Extension Project.
4. That the property interests described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interests described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interests described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interests for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 20th day of September 2019, by the following vote of the Regional Transportation Commission:

AYES: _____

NAYS: _____

ABSTAIN: _____

Approved this 20th day of September 2019.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this 20th day of September 2019, by Bob Lucey,
Chair of the Regional Transportation Commission.

Notary Public

DRAFT

EXHIBIT A

EXHIBIT "A" LEGAL DESCRIPTION OF RIGHT-OF-WAY APN: 007-183-13

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, described in deed, recorded in the official records of Washoe County Recorder's Office on August 27, 2018, as Document File # 4844962 and more particularly described as follows;

Beginning at a point of intersection with the southerly line of East 9th Street and the easterly line of North Virginia Street, thence South 13°00'35" East 220.00 feet along the easterly line of North Virginia Street to the **true point of beginning**;

Thence departing the easterly line of North Virginia Street, North 76°59'25" East 140.00 feet to a point on the westerly line of a 20 foot wide alley;

Thence South 13°00'35" East 50.00 feet along the westerly line of said 20 foot wide alley;

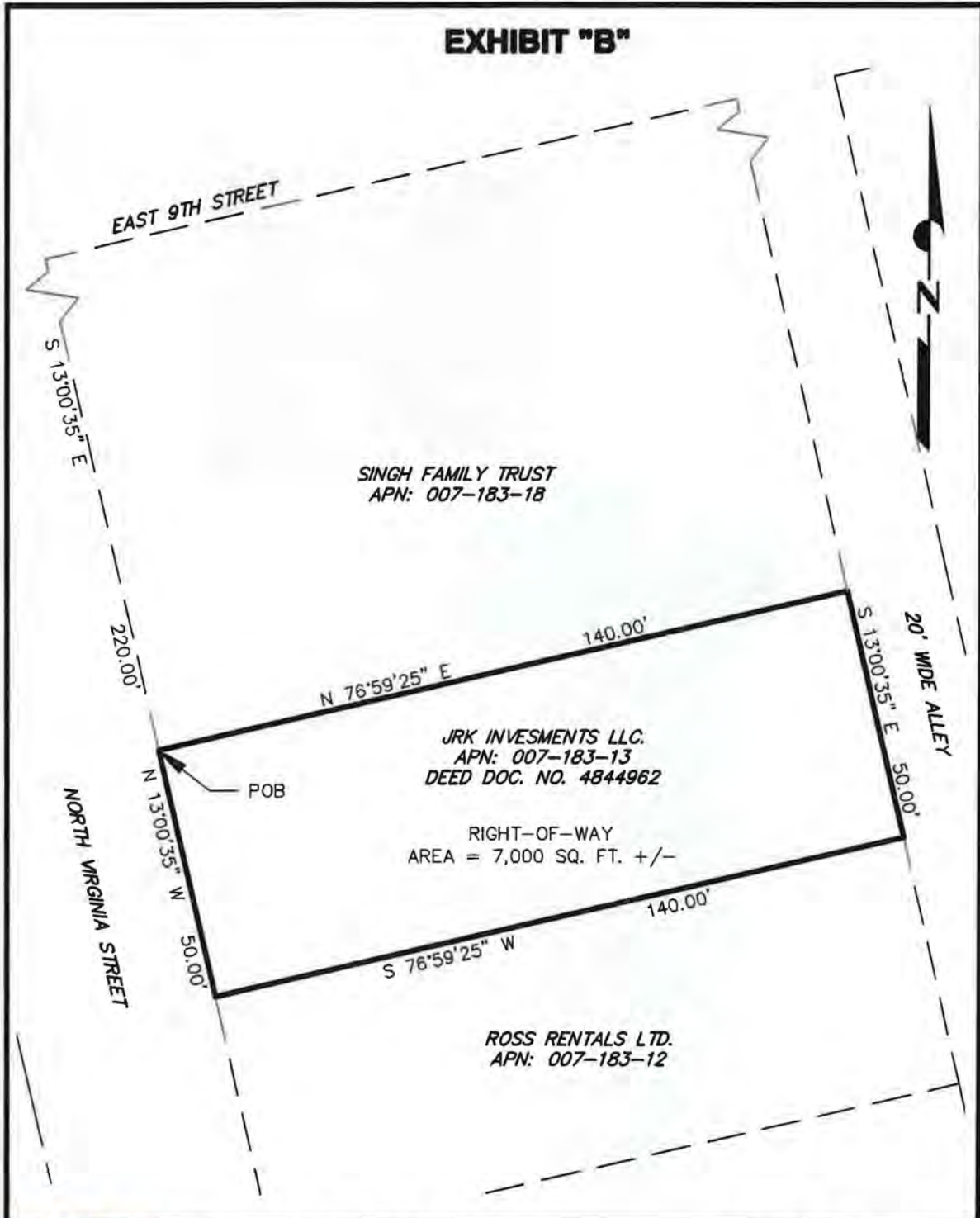
Thence departing the westerly line of said 20 foot wide alley, South 76°59'25" West 140.00 feet to a point on the easterly line of North Virginia Street;

Thence North 13°00'35" West 50.00 feet along the easterly line of North Virginia Street to the **true point of beginning**, containing 7,000 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

EXHIBIT "B"



BATTLE BORN VENTURES, LLC
 600 GLEESON WAY
 SPARKS, NEVADA 89431
 www.battlebornventures.com

Land Surveyors - Civil Engineers

| | |
|---------|------------|
| W.O. #: | 2016_152 |
| BY: | GRA |
| DATE: | 09/10/2018 |
| SCALE: | 1" = 30' |

NCE
 1885 S. Adirong Ave. Suite 111
 Reno, Nevada 89509
 (775) 329-4855 * Fax (775) 329-9058

CA Group, Inc
 1135 Terminal Way, Suite 105
 Reno, Nevada 89502-2143
 (775) 470-5770



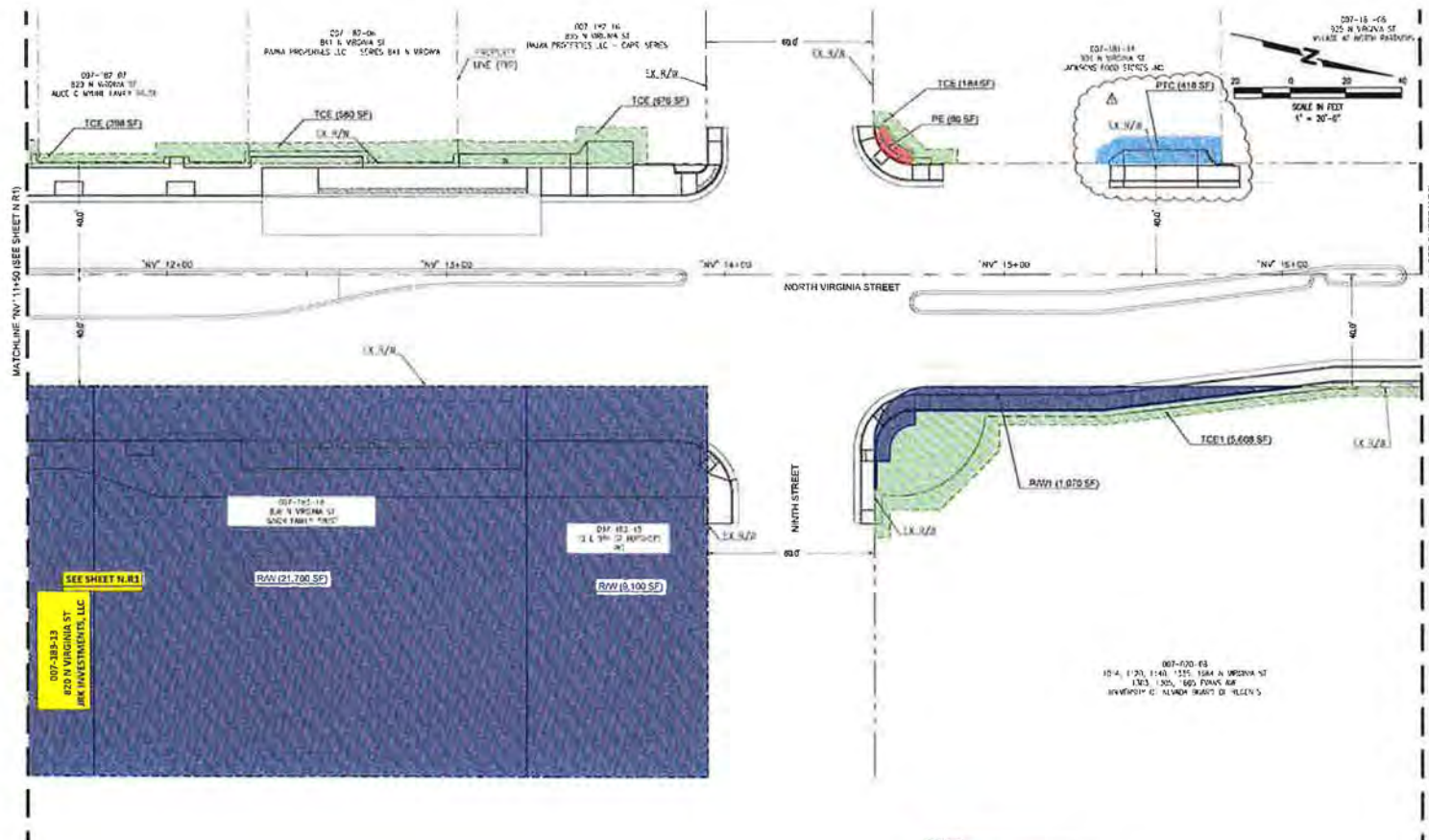
VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2

CLIENT
RTC REGIONAL TRANSPORTATION COMMISSION
 1105 TERMINAL WAY, SUITE 105 RENO, NV 89502
 PHONE (775) 348-0171

| | | |
|--------------------|---------|-------------|
| NO | DATE | DESCRIPTION |
| 1 | 5/28/19 | DWP TO ETC. |
| PROJECT NO: CA2096 | | |
| DESIGNED BY: JRC | | |
| CHECKED BY: CDA | | |
| DATE: 01/23/19 | | |
| DATE: 05/31/19 | | |

The drawing is the property of NCE, including all intellectual and proprietary concepts, and/or confidential information and all rights in and to the same. The user's agreement and its acceptance of the drawing is subject to the terms and conditions of the contract, and the use of the drawing for any purpose other than that specifically permitted in writing by NCE.

| | |
|--------------------------|------------|
| SHEET TITLE | |
| RIGHT OF WAY | |
| "NV" 11+50 TO "NV" 16+50 | |
| DRAWING: | N.R.2 |
| SHEET: | 216 OF 332 |



LEGEND

| | |
|--|---------------------------------|
| | PERMANENT EASEMENT |
| | TEMPORARY CONSTRUCTION EASEMENT |
| | PERMISSION TO CONSTRUCT |
| | RIGHT-OF-WAY ADDITION |

ISSUED FOR CONSTRUCTION
 DATE: 5-31-19





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

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


for Lee G. Gibson, AICP
Executive Director

SUBJECT: FFY 2020-2024 Regional Transportation Improvement Program

RECOMMENDATION

Approve the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.

SUMMARY

The Regional Transportation Improvement Program (RTIP) provides documentation for multimodal transportation improvements and identified funding sources over a five-year period. Projects in the RTIP are moved forward from the 2040 Regional Transportation Plan (RTP).

This RTIP will continue many of the standing projects/programs contained in the current document, including the trip reduction program, previously approved Transportation Alternative (TA) Set-Aside projects, the purchase of RIDE and ACCESS replacement vehicles, the Intelligent Transportation Systems (ITS) and traffic management programs, bicycle/pedestrian projects, the Safe Routes to School program, the pavement preservation program, and transit and paratransit operations. Projects such as the Virginia Street Bus RAPID Transit extension will also be carried forward.

Other projects being considered for the FFY 2020-2024 RTIP are those identified through development of the adopted 2040 RTP. It is anticipated that funding will be programmed for the construction phase for many of the corridor studies RTC has completed, including: Oddie Boulevard/Wells Avenue, Sun Valley Boulevard, and Sparks Boulevard.

FISCAL IMPACT

There is no fiscal impact with this Board action. The fiscal impact of individual projects is identified through the budgetary process.

ADDITIONAL BACKGROUND

The air quality conformity analyses that was developed for Amendment 1 to the 2040 RTP is also being used for this RTIP. The 2040 RTP analysis is acceptable for the FFY 2020-2024 RTIP, as all of the projects that are being programmed were included in the RTP analysis.

A 21-day public comment period preceded this public hearing (August 30-September 19). It was posted on the agency website and notice of a 21-day public comment/public participation period was published in the Reno Gazette-Journal per the RTC Public Participation Plan. Following approval by the Board, the document will be submitted to the Nevada Department of Transportation (NDOT) for inclusion into the Statewide Transportation Improvement Program (STIP).

ADVISORY COMMITTEE(S) RECOMMENDATION

Both the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) met on September 4th and recommended approval of the draft RTIP.

Attachments

RESOLUTION 19-3

RESOLUTION AUTHORIZING THE ADOPTION OF THE FFY 2020-2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2020-2024 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds the FY 2020-2024 RTIP in conformance with the 2040 Regional Transportation Plan (RTP) ; and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2020-2024 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2020-2024 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse the FFY 2020-2024 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on September 20, 2019.

Bob Lucey, Chair
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on September 20, 2019, by Bob Lucey, Chair of the Regional Transportation Commission.

Notary Public

**Regional Transportation Commission of Washoe County
MPO Self Certification and Federal Certification**

The Regional Transportation Commission of Washoe County (RTC) certifies that the metropolitan planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR Part 450;
2. Sections 174, 176(c) and 176(d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c), 7506(d)), and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the FAST Act (Pub. L. 112-141) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities; and
11. Public notice of public involvement activities and time established for public review and comment on the Regional Transportation Improvement Program will satisfy the Program of Projects requirements of the Section 5307 Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a certification adopted at a legally convened meeting held on September 20, 2019.

Bob Lucey, Chair
Regional Transportation Commission



Federal Fiscal Year 2020 - 2024

REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

Your RTC. Our Community.
rtcwashoe.com

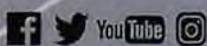


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Chapter 1: Introduction

The State Legislature created the Regional Transportation Commission (RTC) in 1979, combining the previous statutory authority of the Regional Street and Highway Commission, the Regional Transit Commission and the Washoe County Area Transportation Study Policy Committee. The responsibilities of the RTC include design and construction of major streets and highways and administration of public transportation systems serving Washoe County.

The Regional Transportation Commission (RTC) of Washoe County was designated as the Metropolitan Planning Organization (MPO) for the Reno-Sparks urbanized area pursuant to federal law (23 USC 134). In this capacity, RTC is responsible under the Code of Federal Regulations (23 CFR Part 450) for carrying out a "continuing, cooperative, and comprehensive" transportation planning process that results in plans and programs consistent with the planned development of the urbanized area. The RTC prepares short- and long-range transportation plans for the region, programs multi-modal transportation and safety improvements through the RTIP process, and develops and administers the Unified Planning Work Program (UPWP).

Overview of the Regional Transportation Improvement Program Process

The Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) is a five-year plan of street and highway, transit, bicycle and pedestrian projects for Washoe County and is based on the federal fiscal year (October – September). The RTIP includes a summary of projects by federal fiscal year and shows the agency responsible for implementing the project, funding source and other related information. The RTIP represents a prioritized program directed at meeting Washoe County's growing transportation needs while improving the region's safety, air quality, transportation efficiency, and mobility. The RTIP is required by federal regulation and serves as a useful tool in planning and programming transportation system improvements.

The RTIP assists in implementing the Regional Transportation Plan (RTP) by advancing projects from the first five years of the long range plan. Projects in the RTIP further the RTC guiding principles of supporting:

- Safe and healthy communities
- Economic development and diversification
- Sustainability, and
- Increased travel choices.

The initial federal legislation that established overall federal transportation program direction and authorized funding levels to the RTC as the Metropolitan Planning Organization (MPO) for Washoe County was included in the 1990 Clean Air Act Amendment (CAAA) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA). There have been several surface transportation funding and authorization bills since ISTEA, including the Moving Ahead for

Progress in the 21st Century (MAP-21) Act in 2012 and the current Fixing America's Surface Transportation (FAST) Act, which was signed into law on December 4, 2015. The passage of MAP-21 established a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. It signaled a transition to a performance and outcome-based program, and directed states and MPOs to invest resources in projects to achieve individual targets that collectively will make progress toward national goals. The FAST Act carries forward and expands the performance-based transportation planning framework established under MAP-21.

Conformity with the Clean Air Act Amendment of 1990

The commitment of Congress to promote and continue major reforms in the transportation planning process is shown with CAAA and all transportation legislation since ISTEA in 1991. The conformity provisions of the CAAA established important requirements that transportation plans, programs and projects conform to the purpose of the State Implementation Plan (SIP). The SIP establishes actions designed to improve air quality and meet National Ambient Air Quality Standards (NAAQS) for each criteria air pollutant, according to the schedules included in the CAAA, and is a formal submission of the region's air quality strategy to the federal government.

The emissions from motor vehicles make a significant contribution to air pollution, therefore, CAAA requires that transportation officials make a commitment to programs and projects that will help achieve air quality goals. Examples of these air quality goals include providing for greater integration of the transportation and air quality process; ensuring that transportation plans, programs and projects conform with the Statewide Implementation Plan (SIP) and contribute to attainment of national standards; and reducing growth in vehicle miles traveled (VMT) and congestion in areas that have not attained the U.S. Environmental Protection Agency (EPA) air quality standards. The federal standards require that certain pollutants do not exceed specified levels. Areas that violate this standard for specified pollutants are designated as non-attainment areas.

The core area of the Truckee Meadows is designated as Hydrographic Area #87 and is fully incorporated within the metropolitan planning area boundary. The hydrographic area is designated as in "attainment/maintenance" for both carbon monoxide (CO) and particulate matter of less than 10 microns (PM₁₀). A regional emissions analysis must be performed for each pollutant that the area is determined to be in maintenance status for. The results from this analysis are shown in Chapter 8.

Washoe County is currently designated as "attainment/unclassifiable" for the 2015 ozone NAAQS, however, the most recent certified ozone data indicates the Truckee Meadows is not meeting the standard. Violating the NAAQS could lead to EPA formally re-designating the urban area of southern Washoe County to "non-attainment." In 2016, the RTC Board adopted a resolution supporting the goals identified in the Washoe County Health District, Air Quality Management Division's (AQMD) Ozone Advance Path Forward. Ozone Advance encourages

voluntary actions to proactively reduce VMT, improve air quality, and avoid a “non-attainment” designation. Some of the projects included in this RTIP that yield improvements to the region’s air quality include:

- Acquisition of Electric/Zero Emission Transit Buses
- Implementation of Bicycle/Pedestrian Facilities
- Traffic Flow/Intersection Improvements
- Traffic Signal Operations Program
- Trip Reduction Program

Implementing the FAST Act and MAP-21

In 2014, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) sent a letter to the Executive Directors of the Metropolitan Planning Organizations (MPO) and the heads of the State Departments of Transportation (State DOT) encouraging them to give priority to the following emphasis areas: MAP-21 Implementation, Regional Models of Cooperation, and Ladders of Opportunity. These three priorities remain as strategic objectives for the Surface Transportation Program and have been integrated into the RTC planning work program and RTIP.

MAP-21 established the following national performance goals for Federal highway programs, which were continued under the FAST Act:

- Safety—To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- Infrastructure condition—To maintain the highway infrastructure asset system in a state of good repair.
- Congestion reduction—To achieve a significant reduction in congestion on the National Highway System (NHS).
- System reliability—To improve the efficiency of the surface transportation system.
- Freight movement and economic vitality—To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- Environmental sustainability—To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- Reduced project delivery delays—To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices.

In MAP-21, the transportation planning process was enhanced to incorporate performance goals, measures, and targets in identifying needed transportation improvements and project selection. The RTP describes the performance measures and targets used in assessing system performance and identifies progress made in achieving the performance targets. The RTIP must

also be developed to make progress toward established performance targets, and the projects identified in the FFY 2020-2024 RTIP support multiple national performance goals by offering measurable contributions toward those targets.

Safety Performance Management

Safety Performance Management (Safety PM) is part of the overall Transportation Performance Management (TPM) program, which FHWA defines as a strategic approach that uses system information to make investment and policy decision to achieve national performance goals. The Safety PM Final Rule supports the Highway Safety Improvement Program (HSIP), as it establishes safety performance measure requirements for the purpose of carrying out the HSIP and to assess fatalities and serious injuries on all public roads.

The Safety PM Final Rule establishes five performance measures as five-year rolling averages to include:

1. Number of Fatalities
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 million VMT
5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries

The RTC’s aspirational vision is that zero fatalities on our region’s roadways is the only acceptable goal and RTC recognizes that reaching that goal will require time and significant effort by all stakeholders. The annual safety performance targets identified in this document represent an important step in working toward the ultimate goal of eliminating traffic-related deaths and serious injuries. The safety performance targets are considered interim-performance levels that make progress toward the long-term goal of zero fatalities. This approach is consistent with guidance from the U.S. Department of Transportation as well as states and metropolitan planning organizations (MPOs) across the nation, including the Nevada Department of Transportation (NDOT). The RTC is also an active stakeholder in the Vision Zero Truckee Meadows Task Force. Table 1-1 shows the current targets and status of national measures.

**Table 1-1
National Safety (PM1) Performance Measures**

| RTP Goal | Performance Measures | Performance Target | 2017 Performance Measure Status | 2017 Performance Target Status |
|-----------------------|--|--|---------------------------------|--|
| Improve Safety | Number of fatal crashes (5-year average) | 8% annual reduction from previous year trend line (37 for year 2017) | 37 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |
| | Number of fatal crashes per 100 million VMT (5-year average) | 1.01 for year 2017 based on fatal crashes target | 1.00 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |

| | | | | |
|--|---|---|------|--|
| | Number of serious injury crashes (5-year average) | Maintain existing decreasing trend (172 for year 2017) | 161 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |
| | Number of serious injury crashes per 100 million VMT (5-year average) | 4.80 base on serious injury crashes target based on serious injury crashes target | 3.59 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |
| | Number of non-motorized fatalities (5-year average) | 8% annual reduction from previous year trend line (13 for year 2017) | 13 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |
| | Number of non-motorized serious injuries (5-year average) | Maintain existing decreasing trend (33 in 2017) | 32 | Met 2017 goal and working towards aspirational goal of Zero Fatalities |

Note: 2017 crash data is the most recent data available at the time of this publication.

Pavement and Bridge Condition and System/Freight/CMAQ Performance Management

As part of the TPM program, MAP-21 established measures for assessing pavement and bridge condition for the National Highway Performance Program (known as PM2). It also established measures for travel time reliability on the Interstate and non-Interstate NHS for all vehicles as well as for truck traffic specifically (Interstate only), and the assessment of the Congestion Mitigation and Air Quality (CMAQ) Improvement Program through measurement of total emissions reduction of on-road mobile source emissions. These measures are known as PM3. The most recent RTC targets for these measures are shown in the table below.

**Table 1-2
National PM2 and PM3 Performance Measures**

| Performance Measure | Target |
|---|------------------------------------|
| Percentage of pavements of the Interstate system in good condition | Adopt NDOT 4-year target of 74.7% |
| Percentage of pavements of the Interstate system in poor condition | Adopt NDOT 4-year target of 1.4% |
| Percentage of pavements of the non-Interstate NHS in good condition | Adopt NDOT 4-year target of 55.8% |
| Percentage of pavements of the non-Interstate NHS in poor condition | Adopt NDOT 4-year target of 6.5% |
| Percentage of NHS bridges classified as in good condition | Adopt NDOT 4-year target of 35.0% |
| Percentage of NHS bridges classified as in poor condition | Adopt NDOT 4-year target of 7.0% |
| Percentage of person-miles traveled on the Interstate that are reliable | Adopt NDOT 4-year target of 87.0% |
| Percentage of person-miles traveled on the | Establish RTC 4-year target of 70% |

| | |
|---|---|
| non-Interstate NHS that are reliable | |
| Truck Travel Time Reliability (TTTR) Index | Adopt NDOT 4-year target of 1.26 |
| Total emission reduction of NO _x for CMAQ funded projects | Establish RTC 4-year target of 152.1 kg/day |
| Total emission reduction of VOC for CMAQ funded projects | Establish RTC 4-year target of 266.9 kg/day |
| Total emission reduction of PM ₁₀ for CMAQ funded projects | Establish RTC 4-year target of 1.2 kg/day |
| Total emission reduction of CO for CMAQ funded projects | Establish RTC 4-year target of 2,019.2 kg/day |

The RTC chose to adopt NDOT targets for the pavement and bridge condition (PM2) measures as the RTC has minimal participation in the maintenance of the majority of the Interstate and non-Interstate NHS facilities. The RTC has adopted a local performance management target for the pavement condition of regional roads which is expressed as an overall Pavement Condition Index (PCI) of 80.

Similarly, the RTC adopted the NDOT targets for the percentage of person-miles traveled on the Interstate that are reliable as well as the Truck Travel Time Reliability TTTR index, as these measures reflect conditions on the state-owned and operated portions of I-80 and I-580 in the Reno-Sparks area. Level of Travel Time Reliability (LOTTR) is defined as the ratio of the longer travel times (80th percentile) to a “normal” travel time (50th percentile), using data from FHWA’s National Performance Management Research Data Set (NPMRDS) or equivalent. Data to reflect the users can include bus, auto, and truck occupancy levels. Conversely, there are several RTC projects and programs that can influence travel behavior on the regional roads. Therefore, the RTC established a target of 70% for the percentage of person-miles traveled on the non-Interstate NHS that are reliable.

For similar reasons, the RTC established local targets for the emissions reduction in criteria pollutants of CMAQ-funded projects. The Reno-Sparks and Las Vegas urbanized areas are the only two areas in the state that are in maintenance or non-attainment of National Ambient Air Quality Standards (NAAQS) for criteria air pollutants. The state targets for these performance measures are simply the sum of the total emissions reductions for both Reno-Sparks and Las Vegas.

FFY 2020-2024 Regional Transportation Improvement Program Summary

The following table is a summary of the highway, transit capital and operating, bikeway and other projects in the RTIP. The 5-year program has a total cost of approximately \$867 million.

**Table 1-3
FFY 2020-2024 RTIP Summary**

| Project by Mode/Program | Total Cost | % of Total Program |
|---|----------------------|---------------------------|
| Multimodal Corridor Improvements | \$356,627,529 | 41.2% |
| Freeway System Improvements | \$258,720,000 | 29.9% |
| Pavement Preservation | \$91,000,000 | 10.5% |
| Transit Operating and Capital | \$85,704,525 | 9.9% |
| Bicycle and Pedestrian Improvements | \$38,702,202 | 4.5% |
| Bridge Maintenance | \$15,950,000 | 1.8% |
| Intelligent Transportation Systems (ITS)/Traffic Management | \$12,784,000 | 1.5% |
| Other Projects/Programs* | \$7,040,912 | 0.8% |
| TOTAL | \$866,529,168 | 100.0% |

* Includes Safe Routes to School, trip reduction, bicycle/pedestrian safety education programs, rail crossing improvements and maintenance agreements.

The complete RTIP project listing is contained in Appendix A, and represents the status of projects at the time of the adoption of this document. The listing shows the project description, the project limits where applicable, the project phase (preliminary engineering/design, right-of-way, construction, or "other" – operations or equipment purchases), the year programmed, the project costs and the federal, state and/or local contributions to the project cost. Over the lifetime of the current RTIP, it is anticipated that there will be amendments or administrative modifications, as it is a living document. To ensure portrayal of the most current status of a given project, those interested are encouraged to search for projects in the electronic Statewide Transportation Improvement Program (eSTIP). The eSTIP can be accessed online at <https://estip.nevadadot.com/default.asp>, and contains a searchable/sortable database for projects within the entire State of Nevada.

The individual projects in the RTIP were developed through coordination between the RTC, the Nevada Department of Transportation (NDOT), Washoe County and the cities of Reno and Sparks and based on the Regional Transportation Plan (RTP), which was developed through extensive public outreach. The RTC Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) also provided input.

[Freeway System and Multimodal Corridor Projects](#)

The RTIP programs approximately \$615 million in freeway system and multimodal corridor projects. This funding typically comes from federal FAST Act programs, RTC Fuel Tax and state gas tax.

Approximately \$259 million is programmed by NDOT for freeway improvement projects, such as improvements to the Spaghetti Bowl and other projects on US 395 and I-80. Major multimodal projects include design and construction of RTC improvements for the Pyramid Highway/US 395 Connector, Sparks Boulevard, Lemmon Drive, Mill Street/Terminal Way, Virginia Street Bus RAPID Transit (BRT) Extension, Oddie Boulevard/Wells Avenue and Sun Valley Boulevard for a combined cost of roughly \$357 million. In addition to the corridor improvements, RTC has programmed about \$39 million for bicycle and pedestrian projects that have been identified in the Complete Streets Master Plan and Bicycle-Pedestrian Master Plan. Another \$91 million is allocated to the ongoing RTC Pavement Preservation program to maximize the useful life of the regional road network.

Transit Programs

The RTIP programs approximately \$86 million on public transportation projects during the five-year period. This includes the RTC RIDE fixed-route transit system (including RTC REGIONAL CONNECTOR) and the RTC ACCESS paratransit services system. Most capital outlays are federal funds from FTA Section 5307, Section 5339 and the Congestion Mitigation and Air Quality (CMAQ) program. The primary capital expenditures call for the replacement of RTC RIDE buses and RTC ACCESS vans. The RTC is systematically phasing out older diesel RIDE buses with new zero emission, electric buses in an effort to achieve its goal of a 100% electric fleet by 2040.

Transportation Systems Management (TSM), Transportation Demand Management (TDM) and Other Projects

Transportation system operations improvements maximize the capacity of existing roadways in a highly cost effective way. RTC conducts a traffic operations program cooperatively with Washoe County, the City of Reno and the City of Sparks. Over the next five years, roughly \$13 million is to be used for the traffic management program, intersection geometric improvements, and intersection capacity improvements. This amount also includes NDOT expenditures on similar projects.

Other RTIP Conformities and Certifications

Conformity with the Regional Transportation Plan (RTP)

The projects in the RTIP are developed from the project list and policies included in the Regional Transportation Plan (RTP), and therefore conform to the RTP. The RTIP is the principal mechanism for implementing the transportation projects and programs contained in the RTP.

Financial Capacity

With federal programs, the RTC is required to evaluate the financial capacity of the agency to conduct and carry forward the financial requirements related to public transportation

operations. The financial capacity analysis is prepared annually by the RTC Finance Department with the budget process. The RTC has the financial capacity to continue the street and highway and the public transportation programs through the five-year operating and capital financial model.

Public Involvement Plan

Federal legislation requires that each MPO formally adopt a proactive public involvement process. The intent of the process is an early and continuing involvement of the public in developing transportation plans and programs. The RTC most recently updated its Public Participation Plan in November 2017, which is compliant with federal regulations and is a comprehensive plan outlining the public involvement and education process.

Conformity Determination

The air quality and regulatory conformity determination associated with the RTIP is included as part of this document. A finding of conformity by the Regional Transportation Commission (RTC) is required before approval of federal program funding for individual projects included in the RTIP. The RTIP will be reviewed and updated every two to four years, allowing consideration and revision of project priorities. The resolution adopting this RTIP incorporates the required findings of conformance. Chapter 8 provides specific detail on the air quality and regulatory conformity analysis and determination. RTC works closely with the Washoe County Air Quality Management Division and other partner agencies involved in air quality analysis through periodic interagency consultation meetings.

Chapter 2: Planning Process

The RTIP is developed with the assistance and cooperation of state and local governments, including public works and planning officials, who develop project proposals and review the project listing developed by RTC staff.

Regional Planning Process

As the MPO for the Reno-Sparks urbanized area, the RTC is responsible for carrying out a "continuing, cooperative, comprehensive" transportation planning process that results in plans and programs consistent with the planned development of the urbanized area. The RTC develops the RTP, RTIP, and other planning documents in close cooperation with several federal, state and local transportation and environmental agencies as described below.

[Truckee Meadows Regional Planning Agency \(TMRPA\)](#) The TMRPA, created by state legislation in 1989, is responsible for preparation and implementation of the Truckee Meadows Regional Plan (referred to as the Regional Plan). The TMRPA is comprised of the Regional Planning Governing Board (RPGB), the Regional Planning Commission (RPC), and staff. The Regional Plan addresses regional urban form, natural resource management, infrastructure, and service provision within Washoe County. The agency implements the Regional Plan by ensuring that master plans of local governments and affected entities conform to adopted policies. The RTC is considered an affected entity and as such the RTP must be in conformance with the Regional Plan.

[Nevada Department of Transportation \(NDOT\)](#) NDOT is responsible for planning, programming, construction, and maintenance activities involving federal aid and state gas tax funding. Planning and programming of these projects are coordinated with RTC through the RTIP and RTP processes. NDOT also provides funds to RTC for transportation planning and transit operations and provides technical data and analysis to support the regional transportation planning process.

[Washoe County Health District \(WCHD\)](#) The WCHD has statutory responsibility for developing and implementing air quality plans and programs in Washoe County. The District is a strong partner with RTC in promoting a healthy community. The Air Quality Management Division (AQMD) and Chronic Disease Prevention Program actively support transportation investments that improve community health.

[Reno-Tahoe Airport Authority \(RTAA\)](#) The RTAA, created in 1977 by the State Legislature, has responsibility for county-wide airport operations and planning. It is the owner and operator of the Reno-Tahoe International and Reno-Stead Airports.

RTC Planning Process

The RTC planning process is intended to provide decision makers with plans and projects that effectively meet community needs. The measure of any planning program is the extent to which planned projects are implemented and the extent to which the desired objectives are achieved. Transportation planning in Washoe County has been successful due in large part to the unique structure of RTC as both a planning and an implementing agency.

Regional Transportation Plan (RTP) The central component or foundation of the RTC planning process is the Regional Transportation Plan (RTP). The RTP includes transportation policies encompassing multimodal travel by vehicles, transit, bicycles, and pedestrians and also addresses transportation management strategies. The RTP identifies the facilities, services and programs necessary to meet increasing travel demands through a minimum of a 20-year planning horizon.

The RTP includes guiding principles that are the overarching themes that recur throughout the plan and provide the basis for the goals and selection of transportation investments. The principles are:

- Safe and Healthy Communities
- Economic Development and Diversification
- Sustainability
- Increased Travel Choices

The goals that were developed to support the guiding principles include:

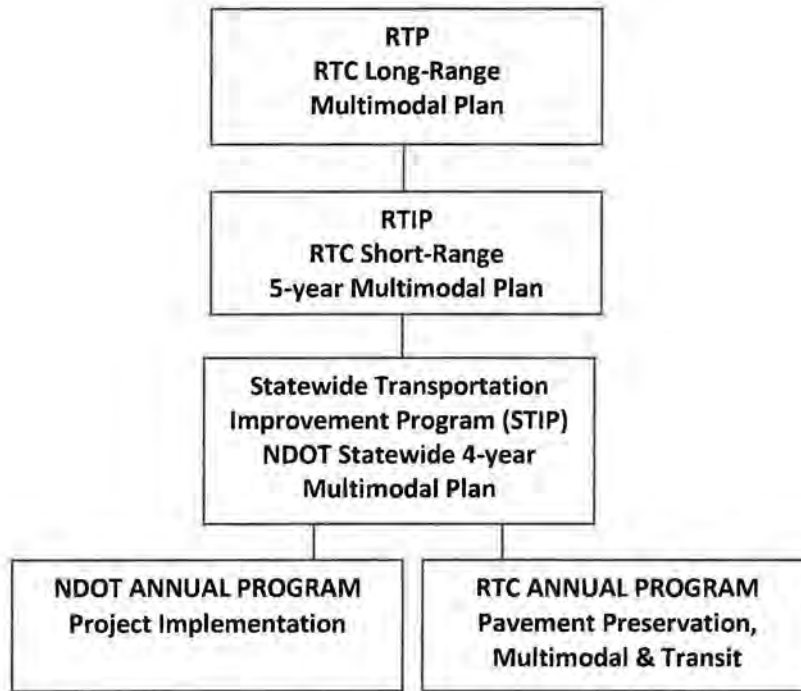
- Improve Safety
- Integrate Land Use and Economic Development
- Promote Healthy Communities and Sustainability
- Manage Existing Systems Efficiently
- Integrate All Types of Transportation
- Focus on Regional Connectivity
- Promote Equity and Environmental Justice
- Improve Freight and Goods Movement
- Invest Strategically

The guiding principles and goals are discussed in detail in Chapter 1 of the Regional Transportation Plan.

Regional Transportation Improvement Program (RTIP) The RTIP is a five-year, multimodal transportation plan for implementation of projects in Washoe County. It includes transit, paratransit, major street and highway capital projects and transportation system and demand management programs. The RTIP is the RTC's principal means of implementing long-term

transportation planning objectives through annual programming of specific projects. Public transportation projects are incorporated into the RTP. The implementation of the RTP guiding principles and goals occurs mainly through the RTIP, as shown in **Figure 2-1**.

**Figure 2-1
Regional Transportation Commission
Planning Process**



RTC Advisory Committees

RTC has established two standing advisory committees that participate actively in the transportation planning process. The Citizens Multimodal Advisory Committee (CMAC) is a self-governing committee that meets once a month and has responsibility for reviewing agency plans and projects, evaluating plan conclusions and recommendations and providing general public input into the planning process. The CMAC consists of citizens from various jurisdictions of Washoe County appointed by the RTC Board to provide public input to RTC staff in the conduct of transportation planning activities. CMAC membership is geographically diverse and maintains a balance of members with an interest in or experience with one of the following emphases: RTC RIDE (fixed route transit), RTC ACCESS (paratransit), bicycle/pedestrian, and general multimodal transportation; thus providing another forum for discussion of regional transportation issues.

The Technical Advisory Committee (TAC) is composed of planning and public works personnel from each of the local governmental entities including the Cities of Reno and Sparks and Washoe County. In addition, representatives from the Nevada Department of Transportation (NDOT), Federal Highway Administration (FHWA), Truckee Meadows Regional Planning Agency (TMRPA), the Reno-Tahoe Airport Authority (RTAA), Washoe County Health District, Air Quality Management Division (WCHD—AQMD), Reno-Sparks Indian Colony (RSIC) and Washoe County School District (WCSD) provide input on transportation and air quality planning issues. It is the responsibility of this committee to review and comment on plans developed by RTC from a technical standpoint. It also advises and assists the RTC planning staff with methods and procedures and recommends technical standards.

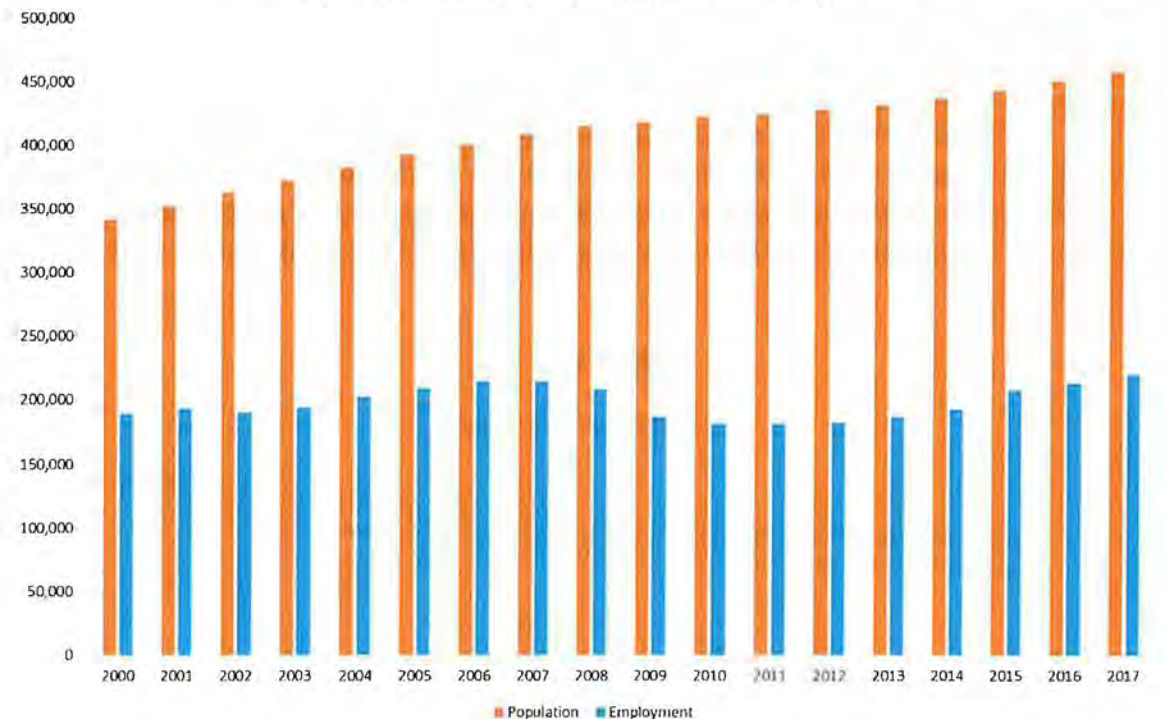
Chapter 3: Current and Future Trends

Socioeconomic Trends

Between 2000 and 2017, the U.S. Census Bureau indicates that the county population increased from 341,389 to 457,333. During this same time, employment increased from 188,965 to 219,548. While growth slowed during the national recession, employment has surpassed pre-recession levels, and long term projections indicate a 2040 population of about 560,000.

Figure 3-1

2000 - 2017 Washoe County Population and Employment



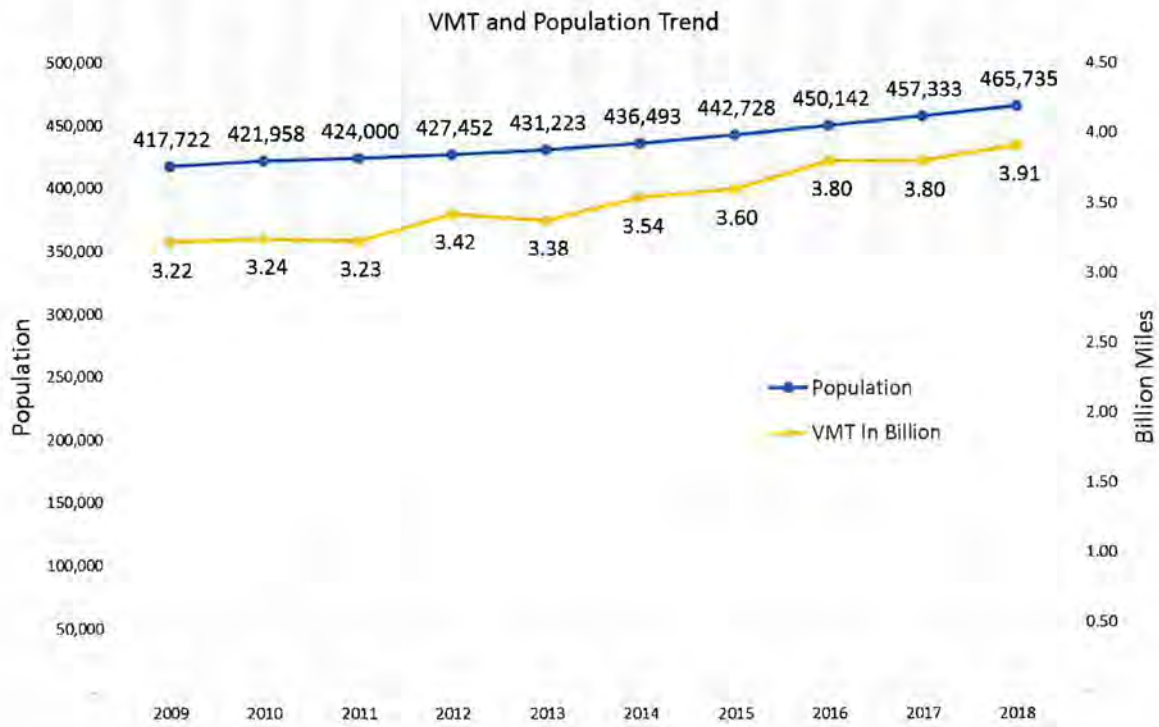
Travel Trends

One of the goals of the RTC is to increase the share of trips made by walking, bicycling, and riding transit. A comprehensive program to document alternative mode use and monitor changes over time was initiated in 2013. A stated goal in the 2040 RTP is a 15% alternative mode share within the transit service area by 2040. The 2018 Annual Bicycle, Pedestrian, & Wheelchair Report indicates that the average total non-motorized mode share within the transit service area was 12.4%. A select number of count locations on the Virginia Street (Virginia Line) and 4th Street/Prater Way (Lincoln Line) BRT corridors help to measure performance against these criteria as well. The RTC has been collecting count data at several locations near major trip generators within these corridors, and a target of 40% alternative

mode share for both corridors was established in the 2040 RTP. The average alternative mode share was 21.6% and 27.3% for the Virginia Street and 4th/Prater TOD corridors, respectively. It is important to note that some of the count locations within these corridors were significantly impacted by road construction during the last count cycle, and transit ridership on both Virginia Street and 4th Street/Prater Way was down. By comparison, the 2017 Annual Bicycle, Pedestrian, & Wheelchair Report indicated an average alternative mode share of 26.2% and 35.0% for the Virginia Street and 4th/Prater corridors, respectively. However, ridership within the 4th Street/Prater Way corridor has been steadily increasing since the Lincoln Line opened in October 2018. As of June 2019, the combined ridership on the Lincoln Line and Route 11 (the local fixed route within the corridor) has increased 41% over the same month in the previous year.

Annually, NDOT has tracked the growth in motor vehicle travel in Washoe County as part of the Highway Performance Monitoring System (HPMS). While population increased from 417,722 in 2009 to 465,735 in 2018, the HPMS estimate of annual vehicle miles of travel (VMT) increased from about 3.2 billion in 2009 to more than 3.9 billion in 2018. Figure 3-2 shows the VMT and population growth trends during this period. The growth in VMT has significantly outpaced the rate of increase in the population, with an average annual growth rate of almost double that of the population. This current trend supports the need for more investment in alternative modes of transportation.

Figure 3-2



Population and Employment Forecasts

The Truckee Meadows Regional Planning Agency (TMRPA) develops the population and employment forecasts used in the regional travel demand model in partnership with RTC, NDOT, Washoe County, City of Reno, and City of Sparks. TMRPA uses an allocation based model to visually display a variety of population growth scenarios. As this RTIP is based on the 2040 RTP amendment approved on August 17 2018, the 2016-2036 Washoe County Consensus Forecast was used to establish the long range total population projections for Reno, Sparks, and unincorporated Washoe County. Full documentation of the Consensus Forecasts is available on the TMRPA website. RTC works with TMRPA through a shared use program which includes support and collaboration in GIS analysis, data collection, online data access, and development of the Consensus Forecast.

Table 3-1
2016 Consensus Forecast Totals

| Households, Population and Employment | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|
| Model Year | 2015 | 2020 | 2025 | 2030 | 2035 | 2040 |
| Households | 178,903 | 191,376 | 202,373 | 212,233 | 220,946 | 228,916 |
| Population | 441,946 | 473,884 | 499,261 | 522,286 | 543,931 | 559,995 |
| Employees | 265,878 | 293,907 | 311,935 | 327,798 | 344,119 | 365,354 |

Chapter 4: Federal Transportation Programs

Introduction

The federal Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 established overall federal transportation program direction and, through the reauthorizations of the bill, a major portion of the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) funding is provided. These programs were, for the most part, continued under TEA-21 and SAFETEA-LU transportation legislation. When MAP-21 was enacted, some of the core highway formula programs were restructured and carried through the FAST Act. A brief summary of each of the programs is provided below.

National Highway Performance Program (NHPP) The NHPP combined former SAFETEA-LU programs including the National Highway System and Interstate Maintenance and Bridge Programs. The NHPP provides support to the condition and performance of the National Highway System (NHS) for the construction of new facilities on the NHS and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets to be established in the states asset management plan.

Surface Transportation Block Grant Program (STBG) The STBG program provides flexible funding that may be used for projects to preserve or improve conditions and performance on any Federal-aid highway; bridge projects on any public road; facilities for non-motorized transportation; transit capital and public bus terminals and facilities. These funds provide NDOT and RTC with the opportunity to program funds for new construction, maintenance, transit, ridesharing/employer trip reduction (ETR), centralized traffic signal control systems and traffic management programs. The STBG program is divided into STBG-Statewide and STBG Washoe County Urbanized Area (STBG-Local) funding categories.

Congestion Mitigation and Air Quality Improvement Program (CMAQ) The CMAQ funding category is available to air quality non-attainment/maintenance areas and the majority of the Truckee Meadows is an air quality maintenance area for specific criteria pollutants identified under the CAAA. Funding from the CMAQ program can only be used for projects that will have substantial air quality benefits or the type of improvements identified in the State Implementation Plan (SIP). CMAQ cannot be used to fund projects that will result in the construction of new capacity available to single-occupancy vehicles (SOVs). Programs and projects that CMAQ can fund include programs to improve public transit, ETR programs, intersection improvements, traffic flow improvements that reduce emissions, bicycle/pedestrian facilities, park-and-ride facilities, and programs to restrict vehicle use in areas of emissions concentration.

Highway Safety Improvement Program (HSIP) The HSIP is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including locally (non-state)-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance.

National Highway Freight Program (NHFP) The NHFP is a new funding program authorized through the FAST Act, which is focused on improving the efficient movement of freight on the National Highway Freight Network (NHFN). Funds are distributed to states by formula for eligible activities, such as construction, operational improvements, freight planning, and performance measurement. A state must have a State Freight Plan approved by FHWA in order to obligate NHFP funds. The Nevada State Freight Plan was approved in September 2016.

FAST Act Planning Provisions

The passage of the FAST Act made no significant regulatory changes pertaining to transportation planning. The most important planning requirements that are included in the RTC planning process are summarized below.

Long-Range Plan The MPO must prepare a long-range transportation plan that identifies transportation facilities for all modes necessary to serve a 20-year forecast period at a minimum. The long-range plan must include a financial plan that demonstrates how the long-range plan can be implemented, including all public and private revenue sources that are "reasonably expected to be made available to carry out the plan, and recommends any innovative financing techniques to finance needed projects and programs."

Transportation Management Area (TMA) Designation and Requirement for Congestion Management Process (CMP) The Secretary of the Department of Transportation is required to designate all urbanized areas with more than 200,000 population as TMAs. Within a TMA, it is necessary to develop a Congestion Management Process (CMP) that provides for effective management of new and existing transportation facilities eligible for federal funding. The RTC developed a CMP that was updated in the 2040 RTP.

MPO-State Coordination in RTIP Development Federal regulation states that all federally funded projects within the boundaries of a metropolitan planning area serving a TMA shall be selected for implementation from the approved RTIP by the MPO in consultation with the state. It specifies that the RTIP project selection is the responsibility of the MPO.

Project Prioritization and Financial Constraint Federal regulation also requires that the RTIP prioritize all projects and have a financial plan that demonstrates that funding is available for the projects listed. These requirements are discussed in Chapter 6—Project Prioritization and Chapter 7—Financial Plan of this document.

Functional Classification NDOT is required to develop a functional classification of roads and streets and the designation of routes on the Federal-aid highway system "in cooperation with local and regional officials." Functional classification identifies and groups roadways by the character of the service they provide. It was necessary to designate the National Highway System (NHS) segments within Nevada by 1993. The NHS in Washoe County was updated in 2016 through a cooperative effort with NDOT and the RTC.

Certification The Secretary of the Department of Transportation is required to certify that each MPO is carrying out its responsibilities under the law. The first certification deadline was September 30, 1993. Recertification must occur every four years. The next scheduled recertification for the RTC is September 2019. Federal funding may be withheld if the MPO is not certified.

Chapter 5: Public Transportation Capital and Operating Plan

Introduction

The FFY 2020-2024 Public Transportation Capital and Operating Plan provides an overview of the current status of public transportation and, more importantly, is a plan for future service delivery. Public transportation is a valuable community asset that helps reduce traffic congestion, improve air quality, and provide essential mobility. This service allows local residents to access jobs, education, and commercial activities. By providing transit service along Urban Corridors, public transportation also helps promote the higher density, mixed use, and walkable communities envisioned in the *Truckee Meadows Regional Plan*.

RTC Public Transportation Services

The RTC provides the following public transportation services to the residents of Washoe County:

- RTC RIDE
- RTC RAPID
- RTC REGIONAL CONNECTOR
- RTC ACCESS
- Tahoe Area Regional Transit (TART) – RTC is a partner with Placer County, CA and the Tahoe Transportation District (TTD)

RTC RIDE – RTC RIDE began operating public transportation services on September 18, 1978 and is RTC's primary fixed-route public transportation system. RTC owns RTC RIDE facilities and equipment. RTC RIDE is operated by a private contractor under a turn-key contract.

RTC RIDE is a public fixed-route transit service owned by RTC. Passage of a 1/4% sales tax referendum by the voters of Washoe County on September 14, 1982, provided the financial resources necessary to expand fixed-route and paratransit service. As federal transit funding steadily declined over the past several years, the sales tax funding has been critical to continued improvement in public transportation. As part of a larger transportation funding package, transit funding was increased by the adoption of an additional 1/8% sales tax effective July 1, 2003, half of which has generally been used for transit and the other half for roadways.

The RTC RIDE system encompasses the Cities of Reno and Sparks and areas of Washoe County, using a fleet of approximately 70 buses on 26 fixed routes. The system operates in a 90 square-mile service area based on a 3/4-mile distance from each fixed route (excluding RTC REGIONAL CONECTOR).

RTC RAPID – On October 11, 2009, RTC RAPID was introduced. RTC RAPID is a Bus Rapid Transit (BRT) express service, known as the Virginia Line, which serves the Virginia Street corridor from downtown Reno to Meadowood Mall. RTC RAPID includes level-boarding stations with more amenities. The service includes technology that allows the buses to communicate with the traffic signals to extend the green time several seconds for the bus. Design improvements help vehicles move around other traffic. The RAPID currently operates between 4th STREET STATION and Meadowood Mall and runs seven days a week. Construction has begun to expand this service further north on Virginia Street to provide a stronger connection between the University of Nevada – Reno (UNR), downtown Reno, and the Midtown neighborhood. In addition, a second RAPID route, called the Lincoln Line, went into operation December 2018 after the construction was completed to provide RTC RAPID service on the 4th Street/Prater Way corridor between CENTENIAL PLAZA STATION in Sparks and 4th STREET STATION in Reno to provide greater connectivity between downtown Reno and downtown Sparks.

RTC REGIONAL CONNECTOR – RTC REGIONAL CONNECTOR provides a commuter service between Reno and Carson City. The service operates Monday through Friday through a partnership between RTC and Carson City. This premium service carries over 36,000 passengers per year. This route is 33 miles each way and offers free WiFi. It runs three trips in the morning and three trips in the afternoon.

Table 5-1

| FY 2017 RTC RIDE System Performance Indicators | |
|---|--|
| Total Number of Rides in FY 2017 | 7.4 million |
| Average Number of Rides per Day | 21,000 |
| Total Service Hours (Revenue Vehicle Hours) | 253,381 |
| Average Passengers per Service Hour | 30.0 |
| Route w/Highest Passengers per Service Hour | RAPID (44.1) |
| Non-RAPID Route w/Highest Passengers per Service Hour | Route 11, 4 th St/Prater Way (40.2) |
| Total RTC RAPID Ridership | 1,297,903 |

RTC ACCESS – In 1988, RTC established RTC ACCESS and assumed direct responsibility for providing door-to-door transportation for people with disabilities in the Reno/Sparks urbanized area. RTC ACCESS operates 24 hours a day, 7 days a week, in compliance with Americans with Disabilities Act (ADA) regulations. RTC ACCESS services include vans and night taxis. In FY 2017, 231,438 rides were provided, with an average of 2.7 rides per service hour. Approximately 4,500 individuals are certified as ADA paratransit eligible in Washoe County. The RTC ACCESS van fleet uses compressed natural gas (CNG), a cleaner burning fuel, for better air quality and lower emissions.

RTC ACCESS also services some areas in the community beyond this geographic area (called the Non-ADA Zone). Funding assistance for trips in the Non-ADA Zone is provided by the Sierra Nevada Transportation Coalition (formerly CitiCare), a non-profit organization. Because RTC does not have the resources to provide fixed-route and paratransit service to all residences in

Washoe County, the agency is pursuing partnerships with not-for-profit providers that can serve outlying areas and other specialized transportation needs. The Section 5310 Program, funded by the FTA, allows RTC to offer competitive grant funding to organizations that provide enhanced mobility for seniors and persons with disabilities.

[Tahoe Area Regional Transit \(TART\)](#) – Tahoe Area Regional Transit (TART) began operation in February 1975 and is operated by Placer County, California. In 1985, RTC signed an interlocal cooperative agreement (ICA) with Placer County to fund the extension of the TART system into the Incline Village/Crystal Bay area, which has since been amended to include participation with the Tahoe Transportation District (TTD). TART provides fixed-route service to people living in the communities of Tahoma, Homewood, Tahoe City, Kings Beach, Truckee and Incline Village with four fixed routes daily.

Prioritization of Public Transportation Improvements

Federal legislation requires prioritization of projects in the RTIP. This requirement is consistent with existing RTC practices to evaluate the overall benefit of any public transportation project. The following issues are considered before changes in transit service are made:

1. What is the intent of the project and why is it needed?
2. What are the anticipated benefits?
 - a. What user groups or area of the community will benefit from the project?
 - b. What existing services or facilities are available to that group or area?
 - c. Will the project improve productivity?
 - d. Is the project self-sustaining after the initial funding?
3. How will the project improve the availability of public transportation?
 - a. Does the project enhance service level?
4. Does the project improve overall level of service performance standards?
5. Does the project provide air quality benefits?
6. What is the overall cost effectiveness of the project?
7. Does the project leverage other funding sources?

The analysis of new or expanded service addresses current and future demand as well as the cost effectiveness of each service. Capital improvements are prioritized by the RTC for inclusion in the RTIP.

Service and Capital Strategies

Transit is recognized as an essential part of the local economy that helps thousands of Washoe County residents get to work each day. Transit helps shape development patterns and is an economic development tool that supports local transit oriented development (TOD) zoning and land use policies. Transit also provides a critical public service to residents and visitors that do not drive or do not have an automobile. The environmental benefits of transit service are also well recognized – reducing the number of cars on the road reduces traffic congestion and air pollution.

Attracting new riders and encouraging current riders to take more trips on public transportation requires improving the customers' total transportation experience. It is important not only to expand service to new areas of the community and to make existing service more frequent where passenger loads warrant, but also to consider other factors including:

- How do passengers get to and from their bus stop?
- What is the waiting environment like?
- Do the buses run on-time?
- Are the vehicles and passenger amenities clean?
- Is sufficient information about bus stops, routes and schedules readily available to the public?
- How long does it take to travel from origin to destination?

RTC must formulate service and capital strategies based on these factors to attract new riders and encourage existing riders to take more trips while balancing financial projections for the system in the future. Because of this, the fiscally constrained transit program maintains the existing service with the following modifications planned for FFY 2020 through FFY 2024:

- Extension of RTC RAPID to the University of Nevada, Reno
- Reallocation of service hours to achieve greater efficiency
- Increase subsidy and expand eligibility for taxi bucks/Washoe Senior Ride Program
- Continuation of the FTA 5310 grant program to fund not-for profit transportation services.

The public transportation improvements for FFY 2020-2024 are contained in the project listing in Appendix A.

Chapter 6: RTIP Project Prioritization

The RTP process incorporated several project selection criteria, including safety, land use compatibility, level of multimodal connectivity and operational improvement, travel demand, and community input. Projects were identified for consideration in the RTP through a variety of ways:

- Existing 2040 RTP
- Corridor studies
- Road Safety Assessments and Safety Management Plans
- A call for projects that was made to the 2040 RTP Working Groups, the RTC Citizens Multimodal Advisory Committee, RTC Technical Advisory Committee, RTC Board, City Councils of Reno and Sparks, Washoe County Commission, and the Regional Planning Governing Board.

All of the projects suggested for consideration in the RTP were evaluated based on the following factors:

1. **Safety:** Because safety is a guiding principle and goal of the RTP, projects that addressed safety issues at high crash locations or deficiencies identified through Road Safety Assessments and Safety Management Plans were identified. All RTC projects are designed to appropriate safety design standards. For programmatic investments that include multiple projects, such as traffic signal upgrades and pavement preservation, some of these projects are located in high crash locations while others are not.
2. **Land Use Compatibility:** The next level of screening was for land use compatibility. The Regional Plan and land use plans of Reno and Sparks contain policies that support the implementation of multimodal transportation improvements, compact development in areas where local zoning ordinances allow, and pedestrian-friendly design. Locations with school crossings or other areas of high transit and pedestrian activity were noted as being less suitable for roadway widenings.
3. **Multimodal Connectivity (Pedestrian & Bicycle):** Because improving travel choices through multimodal connectivity is another guiding principle of the RTP, projects were scored on the level of non-motorized capacity they would bring. The evaluation process identified which projects include bicycle or pedestrian components.
4. **Multimodal Connectivity (Transit):** Similarly to the evaluation of projects based on non-motorized capacity, projects were also scored on the level of transit capacity and amenities they would bring. The evaluation process identified which projects include transit components.

5. **ITS/Operational Improvement:** Operational improvements, such as traffic signal or fiber optic communication systems upgrades, are also important investments to improve traffic flow while minimizing the need for new vehicle capacity. The evaluation process identified which projects include an ITS or operational improvement component.
6. **Community Input:** The RTP process provided an opportunity for local residents to identify their top transportation priorities. A series of surveys was made available at public outreach events and on the RTP website to allow participants to select the projects in each of the time horizon periods that reflected their top three priorities. The results of the surveys were tabulated and included in the project selection process.
7. **Traffic Congestion:** Results of the regional travel demand model were used to identify which projects address areas of high traffic congestion. The evaluation process identified which projects are located in areas with existing or forecast traffic congestion, defined as either Level of Service (LOS) E or F, on a scale of A-F (with A representing free flow traffic and F representing heavy congestion) in the travel demand model.

Following the project screening, RTC staff developed a draft fiscally constrained project listing for review by the Agency Working Group and the RTC advisory committees. After incorporating feedback from these groups, the draft project listing was presented to the RTC Board for feedback in October 2016. All of the projects receiving more than one percent of the survey responses as a high priority project were included in the final project listing, in addition to others, which are contained in Appendix B of the 2040 RTP.

The Congestion Mitigation and Air Quality Improvement (CMAQ) program is a federal funding program that requires specific analysis related to project selection. Only projects for which air quality benefits are demonstrated are eligible. All of the RTIP projects considered for CMAQ funding are identified in the 2040 RTP for the first five-year planning horizon of the plan. The RTP also identifies transit projects as a priority for CMAQ funding. The conversion of diesel buses to electric vehicles generates a proven reduction in air pollutants. CMAQ will be a source for funding the conversion of the RTC bus fleet to cleaner fuels. In addition, the expansion of the RTC Bus RAPID Transit system, which contains the highest ridership of all the fixed route operations, is a high priority for CMAQ funding. The Trip Reduction Program, which helps fund a portion of the RTC VANPOOL program, is also eligible for CMAQ funding. The RTC VANPOOL program is the RTC's fastest growing public transportation program. It reached over 100 vanpools in December 2016. The program offers mobility options for people who may live or work outside of the RTC fixed-route service area. Projects that increase capacity for single-occupant vehicles are not eligible for CMAQ.

Chapter 7: Financial Plan

FAST Act Requirements

Federal transportation legislation (FAST Act) requires that the RTIP include a financial plan that demonstrates how the RTIP can be implemented and indicates the different sources that are reasonably expected to be made available over the term of the document. The program includes all modes of transportation, including transit (both operations and maintenance), street widenings, new streets, operations and maintenance of the street network, and bicycle and pedestrian facilities.

The RTP identifies financial assumptions that were developed in a coordinated effort with the local jurisdictions, state and federal agencies and the other Metropolitan Planning Organizations (MPOs) in the state. Partners in the effort included:

- Federal Highway Administration
- Federal Transit Administration
- Nevada Department of Transportation
- Nevada Department of Motor Vehicles
- City of Reno
- City of Sparks
- Washoe County
- Carson Area MPO
- Tahoe Regional Planning Agency
- Regional Transportation Commission of Southern Nevada

Financial Assumptions Summary

To comply with FAST Act requirements, RTC has prepared the following FFY 2020-2024 RTIP financial assumptions summary. This summary is intended to establish and document the levels of funding anticipated to be made available for the implementation of this improvement program with each fund source addressed separately.

Local Fund Sources

There were several initiatives that made additional local funding available to the RTC. In 1982, voters approved of a 1/4% sales tax dedicated to public transportation. In 2003 with the approval of Washoe County ballot question WC-2, an 1/8% sales tax was added to implement road and transit projects and fuel tax indexing was implemented based on the Consumer Price Index (CPI). The 1/8% sales tax was split evenly between road and transit projects. In 2008, with the approval of Washoe County ballot question RTC-5, the CPI indexing was discontinued for implementation of new indexing provisions calculated on the Producer Price Index (PPI).

Fuel Tax – Following passage of RTC-5, legislation was approved in 2009 to index fuel to PPI and additional bases were added including Federal, State, Diesel and alternative fuels. Eligible uses for fuel tax include overlays, reconstruction and new construction for regional streets included in the Regional Road System. RTC dedicates a portion of this funding source to preservation of the existing regional network.

Transit Sales Tax – The single most important funding source for transit in Washoe County continues to be the dedicated 5/16 cent sales tax (comprised of the 1/4% and half of the 1/8% sales tax provisions). The revenue generated by this tax provided more than half the funds necessary for RTC to operate RTC RIDE and RTC ACCESS and to contribute to the TART service. Based on historic trends, revenue is expected to grow at an annual rate of 5% for the base year of 2016. The amount of available sales tax revenue will greatly affect the level of public transit service RTC can provide.

Road Sales Tax – The other half of the 1/8% sales tax eligible for road projects. This funding source has been used for the pavement preservation program.

Regional Road Impact Fees (RRIF) – Impact fees are levied on new development to offset the cost of providing specific infrastructure improvements necessary to serve that new development. New development can be required to improve and add facilities necessary to maintain an established policy level of service (LOS). Impact fees are calculated and levied on the new development based on the degree that they contribute to the need for identified improvements. The Regional Road Impact Fee (RRIF) was implemented in October 1995 with the 6th Edition anticipated to be implemented late 2017/early 2020. With the current growth in development that the Truckee Meadows is experiencing, the revenue generated by this program is anticipated to be more robust than in recent years.

State Funding Sources

State funding sources include gas tax, special fuel (diesel) tax, vehicle registration fees, motor carrier fees, driver's license fees and petroleum cleanup funds. For the purposes of this document, funding is generally from State Gas Tax and accounts for roughly \$770,000 in funding for FFY 2020-2024.

Federal Fund Sources

Federal funds for transportation are collected nationally and allocated back to the states through a series of formulas and grants under the existing transportation legislation (FAST Act). The Fixing America's Surface Transportation Act, or "FAST Act," was signed into law on December 4, 2015. It is the first law enacted in over ten years that provides long-term funding certainty for surface transportation. Overall, the FAST Act largely maintains the program structures and funding shares between highways and transit that were introduced under MAP-

21. Federal funding programs require a state or local contribution of funds toward the cost of a project which is referred to as matching funds. The typical match for street and highway programs is five percent and for transit programs it is 20 percent.

FAST Act programs generally available to the RTC and assumed in this document include:

[National Highway Performance Program \(NHPP\)](#) – funds are to support the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets to be established in the state asset management plan.

Within the Truckee Meadows, NDOT has directed NHPP funding to a variety of projects and programs in the I-80 and I-580/US Highway 395 corridors. For planning and programming purposes, the RTIP shows projects totaling \$10.1 million in NHPP funding for FFY 2020-2024.

[Surface Transportation Block Grant Program \(STBG\)](#) – flexible funding that may be used for projects to preserve or improve conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, transit capital and public bus terminals and facilities. These funds provide NDOT and RTC with the opportunity to program funds for new construction, maintenance, transit, ridesharing/employer trip reduction (ETR), centralized traffic signal control systems and traffic management programs. The RTIP includes STBG-Statewide and STBG Washoe County Urbanized Area (STBG-Local) funding categories. STBG-Local funds being allocated to the region in the FFY 2020-2024 time period are approximately \$34.9 million, while STBG-Statewide is slightly over \$1 million. There are additional funds being allocated within Washoe County in the form of HSIP (safety) of roughly \$2.8 million.

[Congestion Mitigation Air Quality Program \(CMAQ\)](#) – flexible funding for transportation projects and programs to help meet the requirements of the Clean Air Act; to reduce congestion and improve air quality for the region. To support those requirements the following projects are being funded in the RTIP:

1. Traffic Management Program
2. Replacement of the public transit (RTC RIDE, RTC ACCESS) fleets
3. Intersection Improvement Program
4. Trip Reduction Programs

CMAQ funds can only be expended in areas identified by the U.S. Environmental Protection Agency (U.S. EPA) as in non-attainment of a national air quality standard or in maintenance areas, which subsequently receive an attainment designation from EPA. Within Nevada, these funds are divided between Clark County and Washoe County based upon an approved formula that considers population and the severity of the area's carbon monoxide and ozone air

pollution problems. CMAQ funding cannot be used for projects that result in new capacity for single-occupant vehicles. For programming purposes, it has been assumed that CMAQ funding will be a little over \$7 million per year.

[Transportation Alternatives Set-Aside Program \(TA Set-Aside\)](#) – funds are for a variety of alternative transportation projects such as bicycle or pedestrian improvements and safe routes to schools programs. This RTIP assumes approximately \$378,000 per year for the local program.

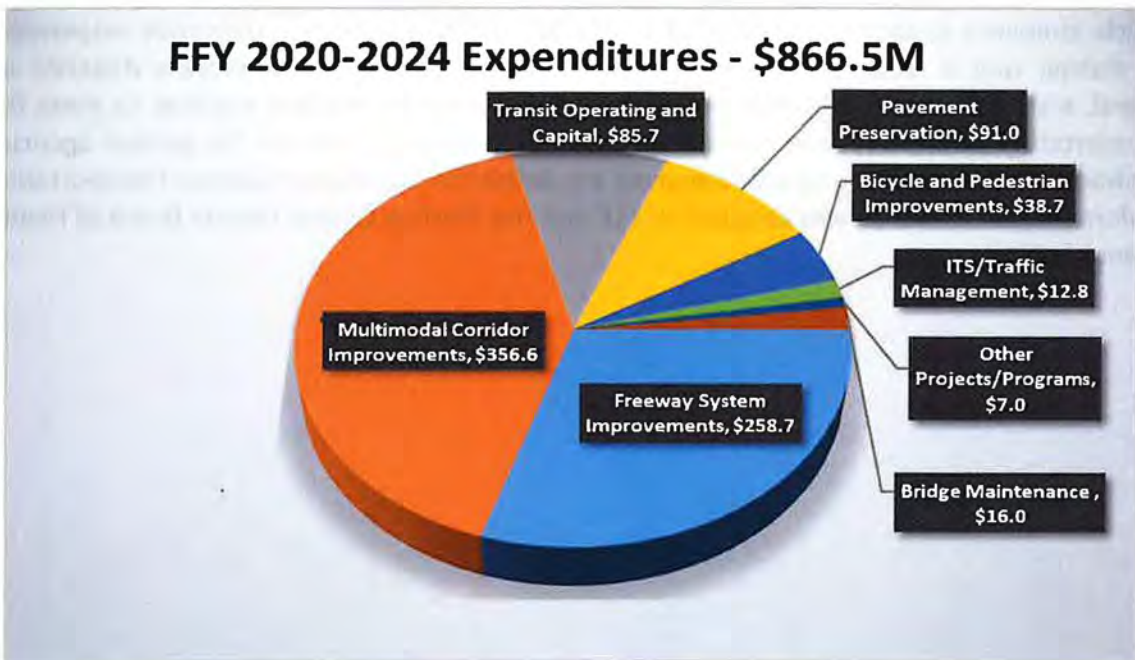
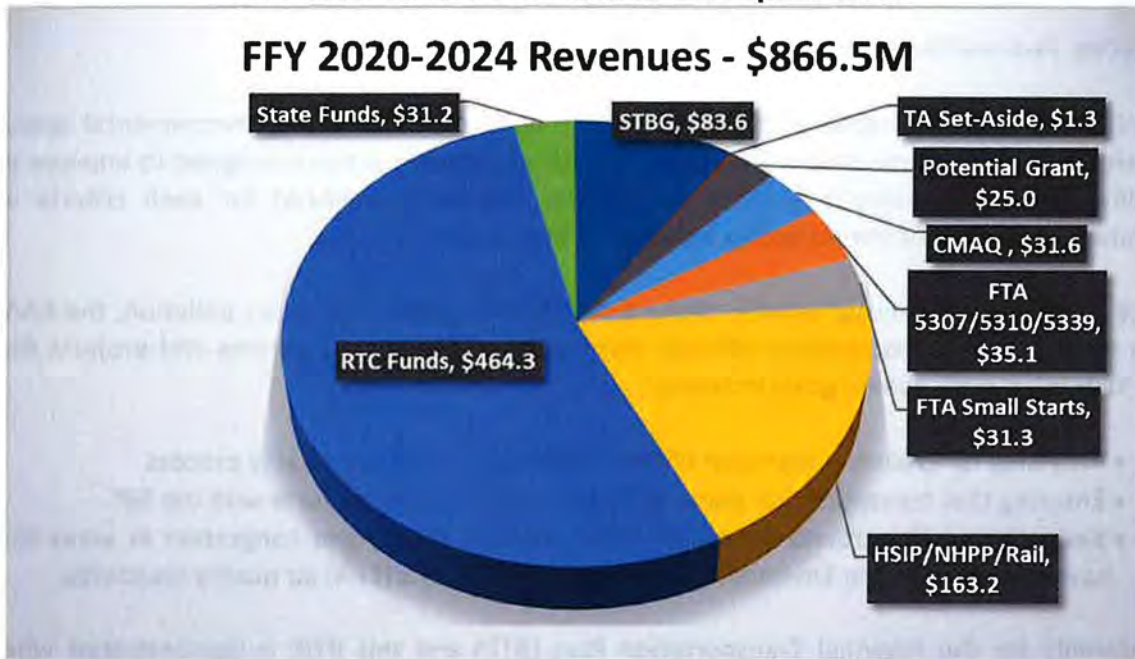
[Federal Transit Administration \(FTA\) Section 5307](#) – provides grants to urbanized areas with a population of 50,000 or more to support public transportation. The program remained largely unchanged under the FAST Act. The funds projected to be available each year for urbanized areas with populations more than 200,000 are based on a formula that considers the population and density of the region as well as revenue vehicle miles of service. The federal contribution is up to 80% in capital expenditures with a required local match of at least 20%.

[FTA Section 5339](#) – with the passage of MAP-21, Section 5339 was converted from a discretionary funded program to a formula-based program, and has remained formula-based under the FAST Act. Section 5339 provides funding to replace, rehabilitate and purchase buses and related equipment, and to construct bus-related facilities.

Financial Summary

Figure 7-1 represents a summary of revenues and expenditures for the FFY 2020-2024 RTIP. Expenditures are divided into the transportation mode or program in which the funds are to be expended. Revenues are categorized by the funding source including STBG Statewide and Local, CMAQ, NHPP, HSIP, FTA (5307, 5310, 5339), TA Set-Aside funding, Discretionary Funds (TIGER, FTA Small Starts), RTC Funds, State Funds, and Other.

Figure 7-1
FFY 2020-2024 RTIP Revenues and Expenditures



Chapter 8: Air Quality Analysis and Conformity Determination

Meeting Federal Requirements

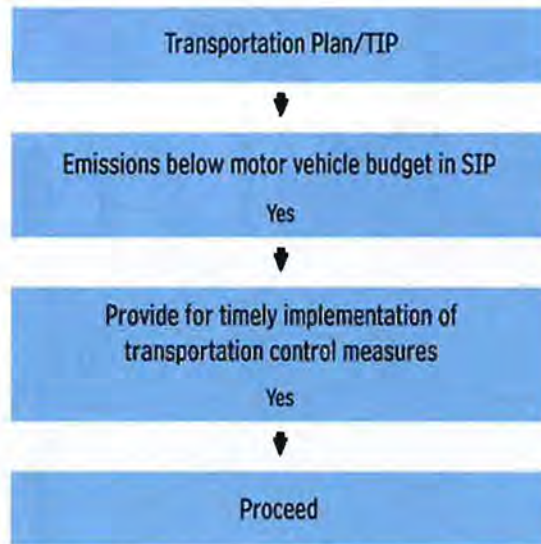
The Clean Air Act Amendments (CAAA) of 1990 require that each state environmental agency develop a State Implementation Plan (SIP). The SIP establishes actions designed to improve air quality and meet National Ambient Air Quality Standards (NAAQS) for each criteria air pollutant, according to the schedules included in the CAAA.

Since emissions from motor vehicles make a significant contribution to air pollution, the CAAA also requires that transportation officials make a commitment to programs and projects that will help achieve air quality goals including:

- Providing for greater integration of the transportation and air quality process
- Ensuring that transportation plans, programs and projects conform with the SIP
- Reduction in the growth in vehicle miles traveled (VMT) and congestion in areas that have not attained the Environmental Protection Agency's (EPA) air quality standards.

Conformity for the Regional Transportation Plan (RTP) and this RTIP is demonstrated when projected regional emissions generated by the plan and RTIP do not exceed the region's motor vehicle emissions budgets as established by the SIP. While the MPO is ultimately responsible for making sure a conformity determination is made, the conformity process depends on federal, state and local transportation and air quality agencies working together to meet the transportation conformity requirements. The roles and responsibilities of the partner agencies involved in the air quality conformity analysis are defined in the Washoe County Transportation Conformity Plan. The plan was adopted by RTC and the Washoe County District Board of Health in January 2013.

Transportation Conformity



Status of Air Quality Pollutants

Criteria pollutants are considered on a county-wide basis if actual pollutant levels are exceeded outside of the core area of the Truckee Meadows. The core area of the Truckee Meadows is designated as the Hydrographic Area #87 (HA87) as shown in Figure 8-1.

Figure 8-1
Reno/Sparks Hydrographic Area #87

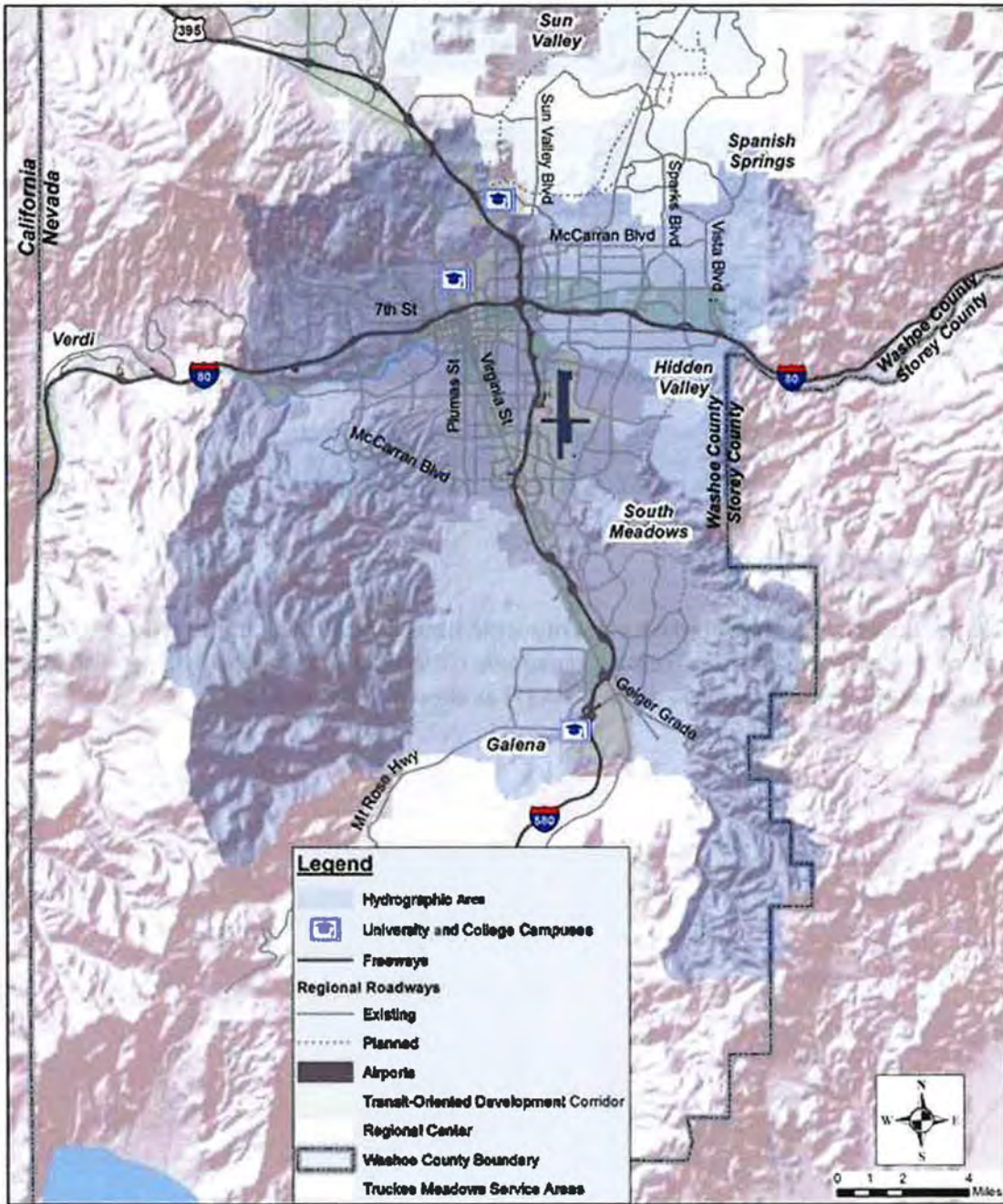


Table 8.1 summarizes Washoe County’s current design values. Design values are the statistic used to compare ambient air monitoring data against the NAAQS to determine designations for each NAAQS.

**Table 8-1
Design Values and Attainment Status (as of December 31, 2018)**

| NAAQS | | Design Value | Designations | |
|----------------------------------|------------------------|-----------------------------|--|--|
| Pollutant (Averaging Time) | Level | | Unclassifiable/ Attainment, or Maintenance | Non- Attainment (classification) |
| O ₃ (8-hour) | 0.070 ppm | 0.071 ppm | All HA's | --- |
| PM _{2.5} (24-hour) | 35 µg/m ³ | 25 µg/m ³ | All HA's | --- |
| PM _{2.5} (Annual) | 12.0 µg/m ³ | 7.6 µg/m ³ | All HA's | --- |
| PM ₁₀ (24-hour) | 150 µg/m ³ | 0.0 Expected Exceedances | All HA's | --- |
| CO (1-hour) | 35 ppm | 2.7 ppm | All HA's | --- |
| CO (8-hour) | 9 ppm | 2.2 ppm | All HA's | --- |
| NO ₂ (1-hour) | 100 ppb | 48 ppb | All HA's | --- |
| NO ₂ (Annual Mean) | 53 ppb | 12 ppb | All HA's | --- |
| SO ₂ (1-hour) | 75 ppb | 5 ppb | All HA's | --- |
| Pb (Rolling 3-month average) | 0.15 µg/m ³ | n/a | All HA's | --- |

Source: 2009-18 Washoe County, Nevada Air Quality Trends Report

In 2015, EPA strengthened the 8-hour ozone standard from 75 to 70 ppb. The State of Nevada recommended that Washoe County be designated as attainment of the standard based on recent air monitoring data (2013-15) and EPA’s exclusion of several wildfire-related ozone exceptional events.

Regional emissions analyses were performed for each pollutant to document conformity with the CAAA as part of the RTP. The Regional Transportation Commission, in collaboration with the local agencies, has also been implementing programs that reduce motor vehicle emissions in the region.

Travel Forecasting Model and MOVES Emission Model

The RTC's travel demand model was developed on the TransCAD platform. The model uses the 2016 Consensus Forecast population and employment provided by the Truckee Meadows Regional Planning Agency. The RTC conducts air quality analysis in close coordination with the Washoe County Health District-Air Quality Management Division (WCHD-AQMD), using MOVES 2014a.

Air Quality Analysis – Plan Requirements

Federal regulations are specific in defining the level of air quality analysis necessary for incorporation into the RTP. Section 93, Title 40 of Code of Federal Regulations (CFR) dated August 15, 1997 (effective September 15, 1997), pertains to the criteria and procedures necessary to analyze the air quality impacts of the RTP. For the purposes of an air quality determination, the analysis years are 2015, 2020, 2025, 2030, 2035 and 2040. No air quality analysis is required for the street and highway projects identified as unfunded needs. A summary of requirements is listed below:

- A. The RTP must contribute to emission reductions in CO non-attainment/maintenance areas.
- B. Air quality analysis years must be no more than 10 years apart.
- C. In PM₁₀ and CO non-attainment/maintenance areas, analyses must be performed for both pollutants.
- D. The last year of the RTP shall also be an analysis year.
- E. An analysis must be performed for each year contained in the motor vehicle emission budget (MVEB) for the Hydrographic Area #87 for both CO and PM₁₀, as budgets have been established for these pollutants.
- F. For both CO and PM₁₀, the analysis of emissions for the required years cannot exceed the MVEB.

This RTIP utilizes the air quality analysis performed for the RTP. In order to use that analysis, criteria from 40 CFR 93.122(g) must be met. This RTIP includes the first five years of projects from the RTP that were included in the transportation modeling for the conformity determination received on the RTP. None of the projects have been changed with regard to start date nor have they been altered in scope.

Air Quality Analysis – Crediting Provisions

Federal regulations also allow for crediting procedures over the life of the RTP for the implementation of Transportation Control Measures (TCMs) in which emissions reductions can be quantified. These TCMs are critical to areas such as Washoe County that have experienced significant growth in population and VMT, and are expected to continue to do so. Several specific TCM measures are in progress or planned in Washoe County that will have quantifiable emissions reductions. These include:

- A. Traffic signal optimization program.
- B. Conversion of the public transit fleet cleaner fuels.
- C. Implementation of trip reduction programs.

These TCMs have been the focus of studies to quantify the air quality benefit of each. The TCMs are described below. The RTC is not currently taking any credit for reduced emissions associated with these TCMs but may choose to take credit in the future, if conditions warrant.

A. Traffic Signal Optimization/Timing Upgrade Program

Traffic signal coordination and improvements seek to achieve two primary objectives: 1) improved traffic flow resulting in improved level of service and 2) mobile source emission reductions through decreased delay, fewer accelerations/decelerations and a decreased number of stops. The RTC has reviewed several studies and federally accepted models to quantify the reduction of mobile emissions from signal coordination programs. These include signal coordination studies conducted by several cities in Southern California and the California Department of Transportation (CALTRANS). A comparison of before and after field studies was conducted and the improvements in all three peak periods were noted. Examples included a statewide average reduction of 14 seconds in stop delay and a 12% reduction in the number of stops per mile in the afternoon peak period. Several methodologies were used to take the results of studies to quantify the emission reductions from signal coordination programs.

The pollution reduction results (tons/per day or percentage reduction) from each model vary as some models focus on corridor specific reductions while the others are more of an area-wide reduction projection. Pollutant reductions ranged from 11% along specific corridors to 3% to 4% on a regional level.

The RTC has initiated a region-wide traffic signal optimization and improvements program to enhance the capacity of the existing system and reduce traffic congestion in the region. This is an ongoing program that will allow nearly 400 intersections in the Truckee Meadows to be coordinated.

B. Conversion of RTC ACCESS and RTC RIDE Fleets to Alternative or Cleaner Burning Fuels

Over 7.7 million annual passengers, with 2.9 million miles of trips, are provided by the RTC RIDE public transit and RTC ACCESS paratransit services. While this is a small percentage of total daily travel, it is important in terms of air quality. All RTC RIDE buses are comprised of electric, hybrid diesel-electric and bio-diesel vehicles. All RTC ACCESS vehicles are fueled by Compressed Natural Gas (CNG). These vehicles can reduce mobile emission totals. Estimates by the California Air Resources Board between standard urban diesel and biodiesel or CNG determined that NO_x emissions from vehicles with CNG or cleaner burning diesels were reduced approximately 60%. This relationship was augmented from a study entitled Public Transportation Alternative Fuels done in June of 1992 by Booz-Allen and Hamilton.

RTC received a \$5.1 million TIGGER grant for 4 zero emissions (electric) fixed-route buses and charging stations. RTC purchased 17 additional electric buses and built more charging stations to serve the expanded electric fleet. These buses will help to further reduce emissions and the charging stations will provide infrastructure for RTC to move towards a 100% zero emission fleet.

C. Trip Reduction Programs

The RTC's trip reduction program, RTC SMART TRIPS, encourages the use of sustainable travel modes and trip reductions strategies such as telecommuting, compressed work weeks, and trip chaining. Major components of the program include a bus pass subsidy program in which the RTC matches an employer's contribution to their employees' 31-day transit passes up to 20%; a subsidized vanpool program, RTC VANPOOL; and an on-line trip matching program, RTC TRIP MATCH, that makes it quick, easy, and convenient to look for carpool partners as well as bus, bike, and walking buddies for either recurring or one time trips. One of the most common deterrents to ridesharing is the fear of being "stranded." Consequently, people who either carpool or vanpool to work can sign up for the Guaranteed Ride Home program and be reimbursed for a taxi ride home up to four times a year if an unexpected event prevents normal ridesharing arrangements from working. Making trips safely on foot and by bicycle are also promoted by the RTC SMART TRIPS program throughout the year.

The goals of these programs are to promote trip reduction on a region-wide level, improve air quality, and reduce vehicle miles of travel and traffic congestion. During Federal Fiscal Year 2017 (October 2016 through September 2017), the air quality benefits of the program were substantial. Over 283,000 pounds of carbon monoxide and over 11.4 million pounds of carbon dioxide were reduced due to participation in the vanpool program. In calculating the emission reductions, monthly data for each of the RTC's existing vanpools were collected. The data included the number of people in each vanpool and the average daily trip mileage. The air pollution calculation was obtained by multiplying the number of passenger trips for each vanpool per month by the average daily trip mileage for each vanpool per month and totaling those results to estimate the total VMT eliminated through the program due to the vanpool passengers not driving alone to work. The reduction in VMT was then multiplied by the pollutant factors per mile with those results outlined in the chart below. The emissions factors per mile for each pollutant were provided by WCHD-AQMD.

Table 8-2

| RTC VANPOOL Air Pollution Reductions | |
|---|----------------|
| Volatile organic compounds (VOC) | 38,045 lbs |
| Nitrogen Oxide (NO _x) | 21,374 lbs |
| Carbon Monoxide (CO) | 283,203 lbs |
| Particulate Matter (PM ₁₀) | 152 lbs |
| Particulate Matter (PM _{2.5}) | 142 lbs |
| Carbon Dioxide (CO ₂) | 11,408,316 lbs |

RTC SMART TRIPS program continues to grow and add more participants. In FY 2018 RTC TRIP MATCH, a web-based carpool, bike, bus and walking buddy matching service increased by 20% to 2,268 active users and the RTC VANPOOL program saw a 20% increase over FY 2017. Shared rides through the program eliminated 12.1 million vehicle miles of travel.

RTC Travel Demand Model

Model networks were established for the analysis years of 2015, 2020, 2025, 2030, 2035 and 2040 for the 2040 RTP air quality analysis. The 2015 network consists of the current roadway and transit networks. Each of the subsequent networks are comprised of the previous model year network with any capacity-related projects and transit service changes included in the RTP.

Air Quality Analysis

An emission test on both CO and PM10 must be successfully completed to make a finding of conformity. The area of analysis for these pollutants is the Hydrographic Area #87. As stated previously, the CO and PM10 emissions for the required analysis years cannot exceed the established motor vehicle emissions budget. Analysis is performed for 2015, 2020, 2025, 2030, 2035 and 2040 for both pollutants.

To initiate the air quality conformity determination, the emission levels for the pollutants in each analysis year are generated. The VMT for each facility type is derived from the RTC's travel demand model. Many local roads are approximated as centroid connectors in the model network. Since centroid connectors are not actual roads, the VMT for local roads is estimated as 11.36% of the total VMT based on NDOT's 2015 Annual Vehicle Miles of Travel Report (September 2016). Average speed by facility type from RTC's travel demand model is provided as an input to the MOVES model. Total emissions for each facility type are then added to get a daily emission total for the roadway system in the analysis area. Emission totals are shown in pounds per day (lbs. /day). The Interagency Air Quality Consultation Team recommended approval of the air quality analysis on April 17th, 2017.

CO Analysis

The MVEB for carbon monoxide (CO), effective October 31, 2016, is shown in Table 8-2, which also includes the CO emissions for all analysis years of the RTP. All RTP analysis years are within the MVEB. The tables supporting this analysis are contained at the end of this chapter.

Table 8-3
CO Emissions Analysis
(lbs/day)

| Analysis Year | MVEB | RTP Analysis |
|---------------|---------|---------------|
| 2015 | 172,336 | 73,274 |
| 2020 | 172,670 | 54,331 |
| 2025 | 171,509 | 42,308 |
| 2030 | 169,959 | 33,721 |
| 2035 | 169,959 | 29,587 |
| 2040 | 169,959 | 28,354 |

PM₁₀ Analysis

The MVEB for PM₁₀, effective January 6, 2016, is shown in Table 8-3, which also includes the PM₁₀ emissions for all analysis years of the RTP. All RTP analysis years are within the MVEB. The tables supporting this analysis are contained at the end of this chapter.

Table 8-4
PM₁₀ Total Emissions
(lbs/day)

| Analysis Year | MVEB | RTP Analysis |
|---------------|-------|--------------|
| 2015 | 5,638 | 4,071 |
| 2020 | 6,088 | 4,395 |
| 2025 | 6,473 | 4,695 |
| 2030 | 6,927 | 4,955 |
| 2035 | 6,927 | 5,339 |
| 2040 | 6,927 | 5,681 |

Summary

A strong commitment to fund and implement feasible TCM measures must be made if acceptable air quality standards are to be sustained. The local jurisdictions and NDOT, through the RTP process, have made the commitment to fund TCMs such as ridesharing, traffic flow improvements, signal coordination, and conversion of public transit fleet to cleaner burning

fuels. The RTP includes significant investments in bicycle and pedestrian infrastructure, consistent with the Complete Streets Master Plan adopted by RTC in 2016. Based on existing and planned commitments, the air quality analysis conducted in this chapter demonstrates that the required air quality conformity determination can be made and the RTP shown to be in conformance with federal air quality regulations.

Air Quality Analysis Support Documentation

**Table 8-5
Emission Factor (lbs./VMT) for Paved Road Fugitives PM₁₀**

| Facility Type | 2015 | 2020 | 2025 | 2030 | 2035 | 2040 |
|---------------|---------|---------|---------|---------|---------|---------|
| Local | 0.00081 | 0.00080 | 0.00080 | 0.00080 | 0.00080 | 0.00080 |
| Collector | 0.00081 | 0.00080 | 0.00080 | 0.00080 | 0.00080 | 0.00080 |
| Minor | 0.00033 | 0.00033 | 0.00033 | 0.00033 | 0.00033 | 0.00033 |
| Major | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 |
| Freeway | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 |
| Ramps | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 | 0.00012 |

NOTES:

- Emission factors for Paved Roads PM₁₀ are calculated from an equation in EPA's AP42, Section 13.2.1, 1/11. The 2015 emission factors are calculated based on actual 2015 climatic data for Reno, whereas the 2020 to 2040 emission factors are calculated based on the 30-year Normal Climate data for Reno from 1981 to 2010.
- Emission factors for On-Road CO and PM₁₀ are not available, they are calculated in MOVES 2014a and the output is generated as total emissions.

**Table 8-6
VMT by Facility Type by Analysis Year (Hydrographic Area #87)**

| Facility Type | 2015 | 2020 | 2025 | 2030 | 2035 | 2040 |
|---------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Local | 638,992 | 682,012 | 716,763 | 757,082 | 786,302 | 815,778 |
| Collector | 210,322 | 223,128 | 232,348 | 236,342 | 243,186 | 248,072 |
| Minor | 698,575 | 747,067 | 788,370 | 833,160 | 859,981 | 891,318 |
| Major | 1,317,781 | 1,484,768 | 1,563,816 | 1,582,074 | 1,652,137 | 1,716,468 |
| Freeway | 2,308,412 | 2,395,702 | 2,517,715 | 2,737,759 | 2,847,243 | 2,964,986 |
| Ramps | 449,826 | 469,855 | 489,370 | 516,828 | 531,565 | 543,216 |
| Total | 5,623,909 | 6,002,532 | 6,308,382 | 6,663,244 | 6,920,414 | 7,179,839 |

**Table 8-7
Emissions (lbs./day)**

| Analysis Year | CO | On-Road Vehicles PM₁₀ | Diesel Idling PM₁₀ | Paved Road Fugitive PM₁₀ | Unpaved Road Fugitives PM₁₀ | Road Construction PM₁₀ | Total PM₁₀ Emissions |
|----------------------|---------------|---|--------------------------------------|--|---|--|--|
| 2015 | 73,274 | 1,111 | 26 | 1,320 | 1,423 | 191 | 4,071 |
| 2020 | 54,331 | 945 | 19 | 1,493 | 1,733 | 206 | 4,395 |
| 2025 | 42,308 | 839 | 14 | 1,608 | 2,019 | 215 | 4,695 |
| 2030 | 33,721 | 789 | 11 | 1,622 | 2,310 | 223 | 4,955 |
| 2035 | 29,587 | 791 | 10 | 1,712 | 2,597 | 229 | 5,339 |
| 2040 | 28,354 | 819 | 10 | 1,731 | 2,886 | 235 | 5,681 |

Appendix A: FFY 2020-2024 Regional Transportation Improvement Program Project Listing

The FFY 2020-2024 Regional Transportation Improvement Program (RTIP) project listing is provided on the following pages. The list has been sorted by project type and shows the project description, the project limits (where applicable), and includes the funding source by project phase (engineering/design, right-of-way, construction, or “other” for capital acquisition), the federal fiscal year each phase has been programmed, and the total project cost as well as the federal, state or local contributions. Projects were identified through outreach and coordination with the public and agency stakeholders through the development of the RTP.

Project Cost Estimates

Project cost estimates were derived from the Regional Transportation Plan (RTP) and the FY 2020 RTC Street and Highway Program of Projects. Planning level estimates are developed for each project based on the type of improvement to be implemented. As a project progresses into the design phase, a more detailed cost estimate is prepared to ensure adequate funding is available to construct the project.

Project Listing Quick Reference

| PROJECT TITLE | TYPE | LEAD AGENCY | PROJECT LISTING PAGE # |
|---|----------------------|----------------|------------------------|
| Bicycle, Pedestrian, and ADA Improvements | Bicycle & Pedestrian | RTC Washoe | 1 |
| California Avenue Sidewalk | Bicycle & Pedestrian | City of Reno | 1 |
| Center Street Cycle Track | Bicycle & Pedestrian | RTC Washoe | 2 |
| Forest Street Bike Facility | Bicycle & Pedestrian | RTC Washoe | 2 |
| Mill Street Bicycle and Pedestrian Improvements | Bicycle & Pedestrian | RTC Washoe | 3 |
| Oddie Blvd/Wells Ave Corridor Package 2 | Bicycle & Pedestrian | RTC Washoe | 3 |
| Peckham Lane Pedestrian Improvements | Bicycle & Pedestrian | City of Reno | 4 |
| Purchase Multiuse Path Maintenance Equipment | Bicycle & Pedestrian | RTC Washoe | 4 |
| Regional Trail Rehabilitation | Bicycle & Pedestrian | City of Sparks | 5 |
| Reno Bike Project - Major Taylor Program | Bicycle & Pedestrian | RTC Washoe | 5 |
| Sierra Street Multimodal Improvements | Bicycle & Pedestrian | RTC Washoe | 6 |

| | | | |
|---|-----------------------|-------------------------------|----|
| South River Path | Bicycle & Pedestrian | RTC Washoe | 6 |
| Sun Valley Boulevard Corridor - Package 2 | Bicycle & Pedestrian | RTC Washoe | 7 |
| Sun Valley Boulevard Corridor Improvements - Package 3 | Bicycle & Pedestrian | RTC Washoe | 7 |
| Vassar Street Bike Lanes | Bicycle & Pedestrian | RTC Washoe | 8 |
| Victorian Avenue Bike Lanes | Bicycle & Pedestrian | RTC Washoe | 8 |
| Vine Street Bike Lanes | Bicycle & Pedestrian | RTC Washoe | 9 |
| Washoe County Safe Routes to School Non-Infrastructure Program | Bicycle & Pedestrian | Washoe County School District | 9 |
| West 4th Street (Reno) Improvements | Bicycle & Pedestrian | RTC Washoe | 10 |
| Arlington Avenue Bridge Replacement - Package 1 (NEPA) | Bridge - New/replace | RTC Washoe | 10 |
| I 80 Bridge Seismic Retrofit Near Wadsworth | Bridge - New/replace | Nevada DOT | 11 |
| Keystone Avenue Improvements - Package 1 (NEPA) | Bridge - New/replace | RTC Washoe | 11 |
| US 395 Parr-Dandini Interchange | Bridge - New/replace | Nevada DOT | 12 |
| ITS Network Program - Construction of Package 2B | ITS/system Efficiency | RTC Washoe | 12 |
| Traffic Management Program - Annual Traffic Signal Operations Review | ITS/system Efficiency | RTC Washoe | 13 |
| US 395 / I 580 / I 80 Freeway Service Patrol | ITS/system Efficiency | Nevada DOT | 13 |
| SR 659 Construct Roundabout McCarran Blvd | Other Misc. | Nevada DOT | 14 |
| SR 659 Intersection Safety Improvements McCarran Blvd WASHOE COUNTY, MCCARRAN BLVD (GREG TO PRATER WAY) | Other Misc. | Nevada DOT | 14 |
| Safe Routes to School | Other Misc. | RTC Washoe | 15 |
| SouthEast Connector - Wetlands | Other Misc. | RTC Washoe | 15 |
| Bus Shelter Solar Lighting | Pedestrian | RTC Washoe | 16 |
| Bus Stop Solar Lighting | Pedestrian | RTC Washoe | 16 |
| Center Street Sidewalk Improvements | Pedestrian | RTC Washoe | 17 |
| SR 447 Install Pedestrian and Safety Improvements Pyramid Lake Paiute Community Of Wadsworth | Pedestrian | Nevada DOT | 17 |
| Golden Valley Road Railroad Crossing | Rail | Nevada DOT | 18 |
| Highland Avenue Railroad Crossing | Rail | Nevada DOT | 18 |

| | | | |
|--|------------------------------|----------------|----|
| Silver Lake Drive Railroad Crossing | Rail | Nevada DOT | 19 |
| Lemmon Drive Widening - Package 1 (NEPA) | Rd Expansion | RTC Washoe | 19 |
| Lemmon Drive Widening - Package 2 | Rd Expansion | RTC Washoe | 20 |
| Mill Street/Terminal Way Corridor - Package 1 (NEPA) | Rd Expansion | RTC Washoe | 20 |
| Mill Street/Terminal Way Corridor - Package 2 | Rd Expansion | RTC Washoe | 21 |
| Pyramid Highway/US 395 Connector - Package 2 | Rd Expansion | RTC Washoe | 21 |
| Sky Vista Parkway Widening | Rd Expansion | RTC Washoe | 22 |
| Sparks Boulevard Corridor - Package 2 | Rd Expansion | RTC Washoe | 22 |
| Sparks Boulevard Corridor Package 1 (NEPA) | Rd Expansion | RTC Washoe | 23 |
| I 580 Improvements South of Spaghetti Bowl | Rd Improvement | Nevada DOT | 23 |
| South Virginia Street Complete Streets Improvements | Rd Improvement | RTC Washoe | 24 |
| North Valleys Improvements Project - Package 3B | Rd Interchange/ Intersection | RTC Washoe | 24 |
| US 395, NORTH OF RENO, FROM MCCARRAN TO GOLDEN VALLEY STRUCTURE, MP WA 27.064 TO WA 32.580 | Rd New Construction | Nevada DOT | 25 |
| Preventive Maintenance | Rd Recons/Rehab/Resurf | RTC Washoe | 25 |
| Roadway Reconstruction Projects | Rd Recons/Rehab/Resurf | RTC Washoe | 26 |
| Traffic Calming Improvements | Rd Sign/Signal | City of Reno | 26 |
| Traffic Calming Improvements | Rd Sign/Signal | City of Sparks | 27 |
| Traffic Calming Improvements | Rd Sign/Signal | Washoe County | 27 |
| Trip Reduction Program | TDM | RTC Washoe | 28 |
| ACCESS Capital - Sutro | Transit-Capital & Rehab | RTC Washoe | 29 |
| ACCESS Replacement Vehicles | Transit-Capital & Rehab | RTC Washoe | 30 |
| RIDE Capital - Bldg. Renovations | Transit-Capital & Rehab | RTC Washoe | 31 |
| RIDE Capital - Communication/Computer Equipment | Transit-Capital & Rehab | RTC Washoe | 32 |
| RIDE Capital - Equipment | Transit-Capital & Rehab | RTC Washoe | 33 |
| RIDE Capital - Shelters | Transit-Capital & Rehab | RTC Washoe | 34 |
| RIDE Capital - Support Vehicles/Equipment | Transit-Capital & Rehab | RTC Washoe | 35 |
| RIDE Replacement Vehicles | Transit-Capital & Rehab | RTC Washoe | 36 |

| | | | |
|---|-------------------------|------------|----|
| Virginia Street, Bus RAPID Transit Extension | Transit-Capital & Rehab | RTC Washoe | 37 |
| Virginia Street @ ParkLane Northbound BRT station | Transit-Capital & Rehab | RTC Washoe | 38 |
| Virginia Street @ Peppermill Northbound BRT Station | Transit-Capital & Rehab | RTC Washoe | 38 |
| ACCESS Capital - Facilities | Transit-Maintenance | RTC Washoe | 39 |
| RTC RIDE and ACCESS - PM | Transit-Maintenance | RTC Washoe | 40 |
| ACCESS Operations - ADA | Transit - Other | RTC Washoe | 41 |
| Access to Healthcare Network - Non-Emergency Medical Related Transportation Direct Services | Transit - Other | RTC Washoe | 42 |
| Bus Stop ADA Signage/Identification Markers for the Visually Impaired | Transit - Other | RTC Washoe | 42 |
| Meadowood Mall Transfer Station Relocation | Transit - Other | RTC Washoe | 43 |
| Sanford Center for Aging - Senior Outreach Services | Transit - Other | RTC Washoe | 43 |
| Seniors in Service - Senior Companion Program | Transit - Other | RTC Washoe | 44 |
| Sierra Nevada Transportation Coalition - SNTC Bucks Program/N4 Accessible Rides Program | Transit - Other | RTC Washoe | 44 |
| U-Pass Start-up Program | Transit - Other | RTC Washoe | 45 |
| Washoe County Human Services Agency - Enhanced Mobility Services for the Elderly & Disabled | Transit - Other | RTC Washoe | 45 |

WA20110314 (Ver 7) 20-00 **FEDERAL**

Title: Bicycle, Pedestrian, and ADA Improvements

Description: Implementation of prioritized bus stop improvements, bicycle and pedestrian projects from the Bicycle-Pedestrian Master Plan and ADA improvement projects from the ADA Transition Plan - Annual Program

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|---------------------|------------|---------------------|
| 2020 | Local Fund | \$0 | \$0 | \$2,000,000 | \$0 | \$2,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$2,000,000 | \$0 | \$2,000,000 |
| 2022 | Local Fund | \$0 | \$0 | \$2,000,000 | \$0 | \$2,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$2,000,000 | \$0 | \$2,000,000 |
| 2024 | Local Fund | \$0 | \$0 | \$2,000,000 | \$0 | \$2,000,000 |
| <2020 | Prior | \$400,000 | \$0 | \$5,600,000 | \$0 | \$6,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$10,000,000 | \$0 | \$10,000,000 |
| ALL YEARS TOTAL | | \$400,000 | \$0 | \$15,600,000 | \$0 | \$16,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180049 (Ver 2) 20-00 **FEDERAL**

Title: California Avenue Sidewalk

Description: Install sidewalk, curb, and gutter.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Westfield Ave to Mayberry Dr of Distance (mile) 1.1

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$6,250 | \$0 | \$6,250 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$118,750 | \$0 | \$118,750 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$125,000 | \$0 | \$125,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$125,000 | \$0 | \$125,000 |

MPO **RTC Washoe**

Lead Agency **City of Reno**

WA20170123 (Ver 4) 20-00 **LOCAL**

Title: Center Street Cycle Track

Description: Construct two-way cycle track on the west side of Center Street and spot sidewalk improvements.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From S. Virginia Street to I-80 of Distance (mile) 1.4

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$1,080,000 | \$0 | \$0 | \$0 | \$1,080,000 |
| 2022 | Local Fund | \$0 | \$0 | \$4,320,000 | \$0 | \$4,320,000 |
| 2020-2024 TOTAL | | \$1,080,000 | \$0 | \$4,320,000 | \$0 | \$5,400,000 |
| ALL YEARS TOTAL | | \$1,080,000 | \$0 | \$4,320,000 | \$0 | \$5,400,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20170124 (Ver 3) 20-00 **LOCAL**

Title: Forest Street Bike Facility

Description: Construct bike facilities.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From California Avenue to Mt. Rose Street of Distance (mile) 0.75

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2021 | Local Fund | \$820,000 | \$0 | \$0 | \$0 | \$820,000 |
| 2022 | Local Fund | \$0 | \$0 | \$3,280,000 | \$0 | \$3,280,000 |
| 2020-2024 TOTAL | | \$820,000 | \$0 | \$3,280,000 | \$0 | \$4,100,000 |
| ALL YEARS TOTAL | | \$820,000 | \$0 | \$3,280,000 | \$0 | \$4,100,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20190039 (Ver 1) 20-00 **LOCAL**

Title: Mill Street Bicycle and Pedestrian Improvements

Description: Sidewalk improvements and bike lanes.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No **NDOT:** District 2

County: Washoe

Limits: From Terminal Way to McCarran Blvd of Distance (mile) 1.8

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$250,000 | \$0 | \$2,750,000 | \$0 | \$3,000,000 |
| 2020-2024 TOTAL | | \$250,000 | \$0 | \$2,750,000 | \$0 | \$3,000,000 |
| ALL YEARS TOTAL | | \$250,000 | \$0 | \$2,750,000 | \$0 | \$3,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170135 (Ver 3) 20-00 **LOCAL**

Title: Oddie Blvd/Wells Ave Corridor Package 2

Description: Construct multimodal improvements to include separated pedestrian and bicycle facilities, streetscape amenities, transit improvements and intersection improvements.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: From I-80 to Pyramid Highway of Distance (mile) 3.2

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------------|---------------------|------------|---------------------|
| 2021 | Local Fund | \$0 | \$0 | \$41,615,000 | \$0 | \$41,615,000 |
| <2020 | Prior | \$3,000,000 | \$300,000 | \$0 | \$0 | \$3,300,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$41,615,000 | \$0 | \$41,615,000 |
| ALL YEARS TOTAL | | \$3,000,000 | \$300,000 | \$41,615,000 | \$0 | \$44,915,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20160087 (Ver 5) 20-00 **FEDERAL**

Title: Peckham Lane Pedestrian Improvements
Description: Install sidewalk, curb, and gutter.
Project Type: Bicycle & Pedestrian **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** No **NDOT:** District 2
County: Washoe **Limits:** From Airway Dr to Longely Ln of Distance (mile) 0.53

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$12,632 | \$0 | \$12,632 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$240,000 | \$0 | \$240,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$252,632 | \$0 | \$252,632 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$252,632 | \$0 | \$252,632 |

MPO **RTC Washoe**

Lead Agency **City of Reno**

WA20190030 (Ver 1) 20-00 **FEDERAL**

Title: Purchase Multiuse Path Maintenance Equipment
Description: Purchase multiuse path maintenance equipment for each of the local jurisdictions (Washoe County and the Cities of Reno and Sparks) to remove debris and snow on multiuse/offstreet paths throughout the region.
Project Type: Bicycle & Pedestrian **AQ:** Exempt, Other - Non construction related activities. **TCM:** No **NDOT:** District 2
County: Washoe **Limits:** Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|------------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$30,000 | \$30,000 |
| 2020 | STBG WA | \$0 | \$0 | \$0 | \$570,000 | \$570,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$600,000 | \$600,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$600,000 | \$600,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180044 (Ver 2) 20-00 **FEDERAL**

Title: Regional Trail Rehabilitation

Description: Replace damaged/displaced pavers with concrete.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: Regional Trail from Kiley Pkwy to Panama Dr of Distance (mile) .3

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$15,000 | \$0 | \$15,000 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$285,000 | \$0 | \$285,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$300,000 | \$0 | \$300,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$300,000 | \$0 | \$300,000 |

MPO **RTC Washoe**

Lead Agency **City of Sparks**

WA20180047 (Ver 2) 20-00 **FEDERAL**

Title: Reno Bike Project - Major Taylor Program

Description: Cycling physical education and safety program.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|------------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$4,396 | \$4,396 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$0 | \$83,519 | \$83,519 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$61,983 | \$61,983 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$87,915 | \$87,915 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$149,898 | \$149,898 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170125 (Ver 3) 20-00 **LOCAL**

Title: Sierra Street Multimodal Improvements
Description: Stripe bike lanes and spot sidewalk improvements.
Project Type: Bicycle & Pedestrian **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** Yes **NDOT:** District 2
County: Washoe **Limits:** From California Avenue to 9th Street of Distance (mile) 1.2

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$880,000 | \$0 | \$0 | \$0 | \$880,000 |
| 2021 | Local Fund | \$0 | \$0 | \$3,520,000 | \$0 | \$3,520,000 |
| 2020-2024 TOTAL | | \$880,000 | \$0 | \$3,520,000 | \$0 | \$4,400,000 |
| ALL YEARS TOTAL | | \$880,000 | \$0 | \$3,520,000 | \$0 | \$4,400,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150003 (Ver 6) 20-00 **FEDERAL**

Title: South River Path
Description: Construct Pathway
Project Type: Bicycle & Pedestrian **AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities. **TCM:** Yes **NDOT:** District 2
County: Washoe **Limits:** Truckee River Shared Use Path from John Champion Memorial Park to East side of the US 395/IR580 overpass of Distance (mile) .25

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|------------------|------------------|------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$564,700 | \$0 | \$0 | \$564,700 |
| 2021 | State Match - Nv | \$0 | \$0 | \$1 | \$0 | \$1 |
| <2020 | Prior | \$212,754 | \$0 | \$0 | \$0 | \$212,754 |
| 2020-2024 TOTAL | | \$0 | \$564,700 | \$1 | \$0 | \$564,701 |
| ALL YEARS TOTAL | | \$212,754 | \$564,700 | \$1 | \$0 | \$777,455 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

Note: It is anticipated that this project will be constructed by the Nevada Department of Transportation as part of the Spaghetti Bowl Express (SBX) project.

WA20170116 (Ver 4) 20-00 **LOCAL**

Title: Sun Valley Boulevard Corridor - Package 2

Description: Multimodal improvements in the Sun Valley Boulevard corridor.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From 7th Avenue to Highland Ranch Parkway of Distance (mile) 1.4

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$600,000 | \$600,000 | \$0 | \$0 | \$1,200,000 |
| 2021 | Local Fund | \$0 | \$0 | \$7,537,633 | \$0 | \$7,537,633 |
| 2020-2024 TOTAL | | \$600,000 | \$600,000 | \$7,537,633 | \$0 | \$8,737,633 |
| ALL YEARS TOTAL | | \$600,000 | \$600,000 | \$7,537,633 | \$0 | \$8,737,633 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20190042 (Ver 1) 20-00 **LOCAL**

Title: Sun Valley Boulevard Corridor Improvements - Package 3

Description: Multimodal improvements along the Sun Valley Boulevard corridor.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: From Scottsdale Road to 7th Avenue of Distance (mile) 2.6 Milepost begins at 1 ends at 3.6

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|---------------------|------------|---------------------|
| 2021 | Local Fund | \$0 | \$0 | \$30,000,000 | \$0 | \$30,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$30,000,000 | \$0 | \$30,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$30,000,000 | \$0 | \$30,000,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20170126 (Ver 3) 20-00 LOCAL

Title: Vassar Street Bike Lanes

Description: Stripe bike lanes.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From Holcomb Avenue to Terminal Way of Distance (mile) 1.5

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2021 | Local Fund | \$860,000 | \$0 | \$0 | \$0 | \$860,000 |
| 2022 | Local Fund | \$0 | \$0 | \$3,440,000 | \$0 | \$3,440,000 |
| 2020-2024 TOTAL | | \$860,000 | \$0 | \$3,440,000 | \$0 | \$4,300,000 |
| ALL YEARS TOTAL | | \$860,000 | \$0 | \$3,440,000 | \$0 | \$4,300,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20170127 (Ver 3) 20-00 LOCAL

Title: Victorian Avenue Bike Lanes

Description: Stripe bike lanes.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From 16th Street to Pyramid Way of Distance (mile) 0.60

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2023 | Local Fund | \$460,000 | \$0 | \$0 | \$0 | \$460,000 |
| 2024 | Local Fund | \$0 | \$0 | \$1,840,000 | \$0 | \$1,840,000 |
| 2020-2024 TOTAL | | \$460,000 | \$0 | \$1,840,000 | \$0 | \$2,300,000 |
| ALL YEARS TOTAL | | \$460,000 | \$0 | \$1,840,000 | \$0 | \$2,300,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20170128 (Ver 3) 20-00 **LOCAL**

Title: Vine Street Bike Lanes

Description: Stripe bike lanes.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: Yes NDOT: District 2

County: Washoe

Limits: From Riverside Drive to University Terrace of Distance (mile) 0.85

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|--------------------|------------|--------------------|
| 2021 | Local Fund | \$640,000 | \$0 | \$0 | \$0 | \$640,000 |
| 2022 | Local Fund | \$0 | \$0 | \$2,560,000 | \$0 | \$2,560,000 |
| 2020-2024 TOTAL | | \$640,000 | \$0 | \$2,560,000 | \$0 | \$3,200,000 |
| ALL YEARS TOTAL | | \$640,000 | \$0 | \$2,560,000 | \$0 | \$3,200,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20180048 (Ver 2) 20-00 **FEDERAL**

Title: Washoe County Safe Routes to School Non-Infrastructure Program

Description: Bicycle education program for elementary and middle schools (K-8), pedestrian education programs including the production of safety/education videos, supporting school safety patrols that includes the distribution of school safety items and incentives, providing guest speakers for school assemblies, and providing school champion stipends to schools who demonstrate a need to institute a specialized SRTS program in their own schools.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|-----------------|-----------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$4,406 | \$4,406 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$0 | \$40,591 | \$40,591 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$51,061 | \$51,061 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$44,997 | \$44,997 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$96,058 | \$96,058 |

MPO RTC Washoe

Lead Agency Washoe County School District

WA20180059 (Ver 3) 20-00 **LOCAL**

Title: West 4th Street (Reno) Improvements

Description: Construct enhanced sidewalks, bus/bike lanes, and intersection improvements.

Project Type: Bicycle & Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: From Keystone Ave to Evans Ave of Distance (mile) .95

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2021 | Local Fund | \$1,660,000 | \$0 | \$0 | \$0 | \$1,660,000 |
| 2020-2024 TOTAL | | \$1,660,000 | \$0 | \$0 | \$0 | \$1,660,000 |
| ALL YEARS TOTAL | | \$1,660,000 | \$0 | \$0 | \$0 | \$1,660,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170122 (Ver 3) 20-00 **LOCAL**

Title: Arlington Avenue Bridge Replacement - Package 1 (NEPA)

Description: Replace the Arlington Avenue Bridges at the Truckee River - NEPA

Project Type: Bridge - New/replace

AQ: Exempt, Safety - Non capacity widening or bridge reconstruction.

TCM: No NDOT: District 2

County: Washoe

Limits: Bridge #: B1531, B1532

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2020 | Local Fund | \$1,000,000 | \$0 | \$0 | \$0 | \$1,000,000 |
| 2020-2024 TOTAL | | \$1,000,000 | \$0 | \$0 | \$0 | \$1,000,000 |
| ALL YEARS TOTAL | | \$1,000,000 | \$0 | \$0 | \$0 | \$1,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20160050 (Ver 6) 20-00 **FEDERAL**

Title: I 80 Bridge Seismic Retrofit Near Wadsworth

Description: Bridge seismic retrofit and rehabilitation

Project Type: Bridge - New/replace

AQ: Exempt, Safety - Non capacity widening or bridge reconstruction.

TCM: No NDOT: District 2

County: Washoe

Limits: Bridge #: I-700 E/W

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|-----------------|------------|------------------|------------|--------------------|
| 2020 | NHPP | \$0 | \$0 | \$902,500 | \$0 | \$902,500 |
| 2020 | State Match - Nv | \$0 | \$0 | \$47,500 | \$0 | \$47,500 |
| <2020 | Prior | \$50,000 | \$0 | \$0 | \$0 | \$50,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$950,000 | \$0 | \$950,000 |
| ALL YEARS TOTAL | | \$50,000 | \$0 | \$950,000 | \$0 | \$1,000,000 |

MPO RTC Washoe

Lead Agency Nevada DOT

WA20190044 (Ver 1) 20-00 **LOCAL**

Title: Keystone Avenue Improvements - Package 1 (NEPA)

Description: Multimodal improvements and Truckee River bridge replacement.

Project Type: Bridge - New/replace

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: From I-80 to California Avenue of Distance (mile) 1

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2024 | Local Fund | \$5,000,000 | \$0 | \$0 | \$0 | \$5,000,000 |
| 2020-2024 TOTAL | | \$5,000,000 | \$0 | \$0 | \$0 | \$5,000,000 |
| ALL YEARS TOTAL | | \$5,000,000 | \$0 | \$0 | \$0 | \$5,000,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20190045 (Ver 1) 20-00 **FEDERAL**

Title: US 395 Parr-Dandini Interchange
 Description: Remove and Replace Bridge Structure
 Project Type: Bridge - New/replace AQ: Exempt, Safety - Non capacity widening or bridge reconstruction. TCM: No NDOT: District 2
 County: Washoe Limits: Bridge #: I-1306

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|------------|------------|--------------------|------------|--------------------|
| 2020 | NHPP | \$0 | \$0 | \$8,550,000 | \$0 | \$8,550,000 |
| 2020 | State Match - Nv | \$0 | \$0 | \$450,000 | \$0 | \$450,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$9,000,000 | \$0 | \$9,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$9,000,000 | \$0 | \$9,000,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20150072 (Ver 7) 20-00 **LOCAL**

Title: ITS Network Program - Construction of Package 2B
 Description: Construction of package 2B - includes installation of fiber optic cable and purchase and installation of equipment
 Project Type: ITS/system Efficiency AQ: Exempt, Other - Traffic signal synchronization projects. TCM: No NDOT: District 2
 County: Washoe Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$1,000,000 | \$0 | \$1,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20110215 (Ver 9) 20-00 **FEDERAL**

Title: Traffic Management Program - Annual Traffic Signal Operations Review & Traffic Engineering Improvements

Description: Ongoing cycle of retiming of 1/3 of the regional traffic signals - approximately 150 per year, traffic engineering spot/intersection improvements, Intelligent Transportation Systems (ITS) operations.

Project Type: ITS/system Efficiency **AQ:** Exempt, Other - Traffic signal synchronization projects.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|--------------------|--------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$7,500,000 | \$7,500,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$8,500,000 | \$8,500,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA2012128 (Ver 6) 20-00 **FEDERAL**

Title: US 395 / I 580 / I 80 Freeway Service Patrol

Description: Freeway Service Patrol

Project Type: ITS/system Efficiency **AQ:** Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|------------|------------|------------|--------------------|--------------------|
| 2024 | NHPP | \$0 | \$0 | \$0 | \$364,800 | \$364,800 |
| 2024 | State Match - Nv | \$0 | \$0 | \$0 | \$19,200 | \$19,200 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$3,703,357 | \$3,703,357 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$384,000 | \$384,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$4,087,357 | \$4,087,357 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20180096 (Ver 2) 20-00 **FEDERAL**

Title: SR 659 Construct Roundabout McCarran Blvd

Description: Construct roundabout

Project Type: Other Misc.

AQ: Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: Primary Crossstreet: McCarran Blvd, Secondary Crossstreet: Baring Blvd

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|------------|------------|--------------------|------------|--------------------|
| 2020 | HSIP | \$0 | \$0 | \$2,850,000 | \$0 | \$2,850,000 |
| 2020 | State Match - Nv | \$0 | \$0 | \$150,000 | \$0 | \$150,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$3,000,000 | \$0 | \$3,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$3,000,000 | \$0 | \$3,000,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20180097 (Ver 2) 20-00 **FEDERAL**

Title: SR 659 Intersection Safety Improvements McCarran Blvd WASHOE COUNTY, MCCARRAN BLVD (GREG TO PRATER WAY)

Description: INTERSECTION, SLIP LANES, AND PEDESTRIAN SAFETY IMPROVEMENTS

Project Type: Other Misc.

AQ: Exempt, All Projects - Intersection channelization projects.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Primary Crossstreet: Greg, Secondary Crossstreet: Prater Way

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|--------------------|------------|--------------------|
| <2020 | Prior | \$0 | \$0 | \$2,058,000 | \$0 | \$2,058,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$2,058,000 | \$0 | \$2,058,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20140044 (Ver 7) 20-00 **FEDERAL**

Title: Safe Routes to School

Description: County wide safe routes to school program

Project Type: Other Misc.

AQ: Exempt, Other - Transportation enhancement activities.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|--------------------|--------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$12,800 | \$12,800 |
| 2020 | STBG WA | \$0 | \$0 | \$0 | \$243,200 | \$243,200 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$12,800 | \$12,800 |
| 2021 | STBG WA | \$0 | \$0 | \$0 | \$243,200 | \$243,200 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$12,800 | \$12,800 |
| 2022 | STBG WA | \$0 | \$0 | \$0 | \$243,200 | \$243,200 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$499,000 | \$499,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$768,000 | \$768,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$1,267,000 | \$1,267,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150067 (Ver 4) 20-00 **LOCAL**

Title: SouthEast Connector - Wetlands

Description: Annual Maintenance Program for Wetlands within the SouthEast Connector Corridor

Project Type: Other Misc.

AQ: Exempt, Other - Non construction related activities.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|------------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$150,000 | \$150,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$350,000 | \$350,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170129 (Ver 4) 20-00 **FEDERAL**

Title: Bus Shelter Solar Lighting
Description: Purchase of solar powered lighting for bus shelters
Project Type: Pedestrian **AQ:** Exempt, Safety - Lighting improvements. **TCM:**No **NDOT:** District 2
County: Washoe **Limits:** Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$17,500 | \$0 | \$17,500 |
| 2020 | TAP FLEX STBG | \$0 | \$0 | \$332,500 | \$0 | \$332,500 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$350,000 | \$0 | \$350,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$350,000 | \$0 | \$350,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20160081 (Ver 5) 20-00 **FEDERAL**

Title: Bus Stop Solar Lighting
Description: Purchase solar lighting for various bus stop locations
Project Type: Pedestrian **AQ:** Exempt, Safety - Lighting improvements. **TCM:**No **NDOT:** District 2
County: Washoe **Limits:** Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|------------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$12,253 | \$12,253 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$0 | \$110,277 | \$110,277 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$122,530 | \$122,530 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$122,530 | \$122,530 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190036 (Ver 1) 20-00 **LOCAL**

Title: Center Street Sidewalk Improvements

Description: ADA sidewalk improvements.

Project Type: Pedestrian

AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

TCM: No NDOT: District 2

County: Washoe

Limits: From S. Virginia Street to I-80 of Distance (mile) 1.4

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2021 | Local Fund | \$2,000,000 | \$0 | \$0 | \$0 | \$2,000,000 |
| 2020-2024 TOTAL | | \$2,000,000 | \$0 | \$0 | \$0 | \$2,000,000 |
| ALL YEARS TOTAL | | \$2,000,000 | \$0 | \$0 | \$0 | \$2,000,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20180098 (Ver 2) 20-00 **FEDERAL**

Title: SR 447 Install Pedestrian and Safety Improvements Pyramid Lake Paiute Community Of Wadsworth

Description: Install pedestrian and safety improvements

Project Type: Pedestrian

AQ: Exempt, Safety - Safety Improvement Program.

TCM: No NDOT: District 2

County: Washoe

Limits: Nearest Crossstreet: Wadsworth

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|-----------------|------------|------------|--------------------|--------------------|
| 2020 | HSIP | \$50,000 | \$0 | \$0 | \$500,000 | \$550,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$475,000 | \$475,000 |
| 2020 | State Match - Nv | \$2,500 | \$0 | \$0 | \$25,000 | \$27,500 |
| 2020-2024 TOTAL | | \$52,500 | \$0 | \$0 | \$1,000,000 | \$1,052,500 |
| ALL YEARS TOTAL | | \$52,500 | \$0 | \$0 | \$1,000,000 | \$1,052,500 |

MPO RTC Washoe

Lead Agency Nevada DOT

WA20170131 (Ver 3) 20-00 **FEDERAL**

Title: Golden Valley Road Railroad Crossing

Description: Install crossing surface improvements

Project Type: Rail

AQ: Exempt, Safety - Railroad/highway crossing.

TCM:No **NDOT:** District 2

County: Washoe

Limits: Nearest Crossstreet: Golden Valley Road

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|-----------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$135,000 | \$0 | \$135,000 |
| 2020 | RAIL | \$0 | \$0 | \$139,750 | \$0 | \$139,750 |
| 2020 | State Match - Nv | \$0 | \$0 | \$250 | \$0 | \$250 |
| <2020 | Prior | \$11,106 | \$0 | \$0 | \$0 | \$11,106 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$275,000 | \$0 | \$275,000 |
| ALL YEARS TOTAL | | \$11,106 | \$0 | \$275,000 | \$0 | \$286,106 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20170130 (Ver 3) 20-00 **FEDERAL**

Title: Highland Avenue Railroad Crossing

Description: Install crossing surface improvements and adjustment to crossing signal arms

Project Type: Rail

AQ: Exempt, Safety - Railroad/highway crossing.

TCM:No **NDOT:** District 2

County: Washoe

Limits: Nearest Crossstreet: Highland Avenue

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|-----------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$150,000 | \$0 | \$150,000 |
| 2020 | RAIL | \$0 | \$0 | \$154,750 | \$0 | \$154,750 |
| 2020 | State Match - Nv | \$0 | \$0 | \$250 | \$0 | \$250 |
| <2020 | Prior | \$28,950 | \$0 | \$0 | \$0 | \$28,950 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$305,000 | \$0 | \$305,000 |
| ALL YEARS TOTAL | | \$28,950 | \$0 | \$305,000 | \$0 | \$333,950 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20170132 (Ver 3) 20-00 **FEDERAL**

Title: Silver Lake Drive Railroad Crossing

Description: Install crossing signal and crossing surface improvements

Project Type: Rail

AQ: Exempt, Safety - Railroad/hwy crossing warning devices.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Nearest Crossstreet: Silver Lake Drive

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|-----------------|------------|------------------|------------|------------------|
| 2020 | Local Fund | \$0 | \$0 | \$155,000 | \$0 | \$155,000 |
| 2020 | RAIL | \$0 | \$0 | \$254,750 | \$0 | \$254,750 |
| 2020 | State Match - Nv | \$0 | \$0 | \$250 | \$0 | \$250 |
| <2020 | Prior | \$17,000 | \$0 | \$0 | \$0 | \$17,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$410,000 | \$0 | \$410,000 |
| ALL YEARS TOTAL | | \$17,000 | \$0 | \$410,000 | \$0 | \$427,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20170133 (Ver 3) 20-00 **LOCAL**

Title: Lemmon Drive Widening - Package 1 (NEPA)

Description: Widen Lemmon Drive from 2 to 4 lanes, and from 4 to 6 lanes.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: Yes **NDOT:** District 2

County: Washoe

Limits: From US 395 to Military Drive of Distance (mile) 0.9, from Fleetwood Drive to Chickadee Drive (mile) 1.8

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2021 | Local Fund | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |
| 2020-2024 TOTAL | | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |
| ALL YEARS TOTAL | | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190037 (Ver 1) 20-00 **LOCAL**

Title: Lemmon Drive Widening - Package 2

Description: Roadway widening from 4 to 6 lanes and from 2 to 4 lanes and stormwater improvements.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM:No **NDOT:** District 2

County: Washoe

Limits: From US 395 to Military Road of Distance (mile) .9, from Fleetwood Drive to Chickadee Drive (mile) 1.8

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|---------------------|------------|---------------------|
| 2022 | Local Fund | \$6,000,000 | \$0 | \$24,000,000 | \$0 | \$30,000,000 |
| 2020-2024 TOTAL | | \$6,000,000 | \$0 | \$24,000,000 | \$0 | \$30,000,000 |
| ALL YEARS TOTAL | | \$6,000,000 | \$0 | \$24,000,000 | \$0 | \$30,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150064 (Ver 4) 20-00 **FEDERAL**

Title: Mill Street/Terminal Way Corridor - Package 1 (NEPA)

Description: Multimodal, operational, and capacity improvements.

Project Type: Rd Expansion

AQ: Exempt, Other - Engineering studies.

TCM:No **NDOT:** District 2

County: Washoe

Limits: From Kietzke Lane to Terminal Way of Distance (mile) 1.5

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2021 | Local Fund | \$77,500 | \$0 | \$0 | \$0 | \$77,500 |
| 2021 | STBG WA | \$1,472,500 | \$0 | \$0 | \$0 | \$1,472,500 |
| 2020-2024 TOTAL | | \$1,550,000 | \$0 | \$0 | \$0 | \$1,550,000 |
| ALL YEARS TOTAL | | \$1,550,000 | \$0 | \$0 | \$0 | \$1,550,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190038 (Ver 1) 20-00 **LOCAL**

Title: Mill Street/Terminal Way Corridor - Package 2

Description: Multimodal, operational, and capacity improvements.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: From Kietzke Lane to Terminal Way of Distance (mile) 1.5

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|---------------------|---------------------|------------|---------------------|
| 2022 | Local Fund | \$3,500,000 | \$10,000,000 | \$0 | \$0 | \$13,500,000 |
| 2024 | Local Fund | \$0 | \$0 | \$14,000,000 | \$0 | \$14,000,000 |
| 2020-2024 TOTAL | | \$3,500,000 | \$10,000,000 | \$14,000,000 | \$0 | \$27,500,000 |
| ALL YEARS TOTAL | | \$3,500,000 | \$10,000,000 | \$14,000,000 | \$0 | \$27,500,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20190040 (Ver 1) 20-00 **FEDERAL**

Title: Pyramid Highway/US 395 Connector - Package 2

Description: Widen the roadway from 4 to 6 lanes, construct multimodal, operational, stormwater management, and traffic safety improvements.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: From Queen Way to Golden View Drive of Distance (mile) 1.4 Milepost begins at 1 ends at 2.4

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|--------------------|--------------------|---------------------|------------|---------------------|
| 2020 | Local Fund | \$1,360,000 | \$0 | \$0 | \$0 | \$1,360,000 |
| 2020 | STBG WA | \$1,360,000 | \$0 | \$0 | \$0 | \$1,360,000 |
| 2021 | Local Fund | \$0 | \$3,000,000 | \$0 | \$0 | \$3,000,000 |
| 2021 | STBG WA | \$0 | \$3,000,000 | \$0 | \$0 | \$3,000,000 |
| 2022 | FHWA Grant | \$0 | \$0 | \$25,000,000 | \$0 | \$25,000,000 |
| 2022 | Local Fund | \$0 | \$0 | \$9,740,000 | \$0 | \$9,740,000 |
| 2022 | STBG WA | \$0 | \$0 | \$5,640,000 | \$0 | \$5,640,000 |
| 2022 | State Match - Nv | \$0 | \$0 | \$5,000,000 | \$0 | \$5,000,000 |
| 2020-2024 TOTAL | | \$2,720,000 | \$6,000,000 | \$45,380,000 | \$0 | \$54,100,000 |
| ALL YEARS TOTAL | | \$2,720,000 | \$6,000,000 | \$45,380,000 | \$0 | \$54,100,000 |

MPO RTC Washoe

Lead Agency RTC Washoe

WA20190043 (Ver 1) 20-00 **LOCAL**

Title: Sky Vista Parkway Widening

Description: Widen roadway from 2 to 4 lanes.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: From Lemmon Drive to Silver Lake Road of Distance (mile) 1.5

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|--------------------|------------|--------------------|
| 2021 | Local Fund | \$1,800,000 | \$0 | \$0 | \$0 | \$1,800,000 |
| 2022 | Local Fund | \$0 | \$0 | \$7,200,000 | \$0 | \$7,200,000 |
| 2020-2024 TOTAL | | \$1,800,000 | \$0 | \$7,200,000 | \$0 | \$9,000,000 |
| ALL YEARS TOTAL | | \$1,800,000 | \$0 | \$7,200,000 | \$0 | \$9,000,000 |

MPO: RTC Washoe

Lead Agency: RTC Washoe

WA20190041 (Ver 1) 20-00 **LOCAL**

Title: Sparks Boulevard Corridor - Package 2

Description: Widen roadway from 4 to 6 lanes and construct multimodal improvements.

Project Type: Rd Expansion

AQ: Non-Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: From Greg Street to Baring Boulevard of Distance (mile) 2.2

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|---------------------|------------|---------------------|------------|---------------------|
| 2022 | Local Fund | \$11,000,000 | \$0 | \$0 | \$0 | \$11,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$43,800,000 | \$0 | \$43,800,000 |
| 2020-2024 TOTAL | | \$11,000,000 | \$0 | \$43,800,000 | \$0 | \$54,800,000 |
| ALL YEARS TOTAL | | \$11,000,000 | \$0 | \$43,800,000 | \$0 | \$54,800,000 |

MPO: RTC Washoe

Lead Agency: RTC Washoe

WA20150065 (Ver 4) 20-00 **LOCAL**

Title: Sparks Boulevard Corridor Package 1 (NEPA)
Description: Multimodal improvements and widening.
Project Type: Rd Expansion **AQ:** Exempt, Other - Engineering studies. **TCM:**No **NDOT:** District 2
County: Washoe **Limits:** From Greg Street to Baring Boulevard of Distance (mile) 2.2

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|------------|------------|--------------------|
| 2020 | Local Fund | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |
| 2020-2024 TOTAL | | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |
| ALL YEARS TOTAL | | \$3,000,000 | \$0 | \$0 | \$0 | \$3,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180043 (Ver 2) 20-00 **FEDERAL**

Title: I 580 Improvements South of Spaghetti Bowl
Description: Reconfigure Wells Ave Entrance to EB I 80, Widen EB I 80 to SB I 580 Ramp to 2 lanes. Widen I 580 SB to 3 lanes. Rehab/Replace 7 Bridges. Add sound walls.
Project Type: Rd Improvement **AQ:** Non-Exempt **TCM:**Yes **NDOT:** District 2
County: Washoe **Limits:** From I 80 to Mill Street Interchange of Distance (mile) 1.27 Milepost begins at 24.47 ends at 25.74

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------|--------------------|--------------------|----------------------|------------|----------------------|
| 2020 | State Gas Tax | \$5,000,000 | \$7,000,000 | \$0 | \$0 | \$12,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$30,000,000 | \$0 | \$30,000,000 |
| 2021 | NHPP | \$0 | \$0 | \$7,363,426 | \$0 | \$7,363,426 |
| 2021 | NHPP AC | \$0 | \$0 | \$81,136,574 | \$0 | \$81,136,574 |
| 2021 | STBG State-Wide | \$0 | \$0 | \$11,000,000 | \$0 | \$11,000,000 |
| 2021 | STBG State-Wide AC | \$0 | \$0 | \$14,500,000 | \$0 | \$14,500,000 |
| 2021 | State Match - Nv | \$0 | \$0 | \$6,000,000 | \$0 | \$6,000,000 |
| 2020-2024 TOTAL | | \$5,000,000 | \$7,000,000 | \$150,000,000 | \$0 | \$162,000,000 |
| ALL YEARS TOTAL | | \$5,000,000 | \$7,000,000 | \$150,000,000 | \$0 | \$162,000,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20180060 (Ver 2) 20-00 **STATE**

Title: South Virginia Street Complete Streets Improvements
Description: Safety and multimodal improvements including new traffic signal and median.
Project Type: Rd Improvement **AQ:** Exempt, Safety - Safety Improvement Program. **TCM:**No **NDOT:** District 2
County: Washoe **Limits:** From Arrowcreek Pkwy to I-580 Interchange of Distance (mile) 0 Milepost begins at 0 ends at 0

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|--------------------|------------|--------------------|------------|--------------------|
| 2020 | Local Fund | \$1,000,000 | \$0 | \$0 | \$0 | \$1,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$1,500,000 | \$0 | \$1,500,000 |
| 2021 | State Gas Tax | \$0 | \$0 | \$2,500,000 | \$0 | \$2,500,000 |
| 2020-2024 TOTAL | | \$1,000,000 | \$0 | \$4,000,000 | \$0 | \$5,000,000 |
| ALL YEARS TOTAL | | \$1,000,000 | \$0 | \$4,000,000 | \$0 | \$5,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190031 (Ver 1) 20-00 **LOCAL**

Title: North Valleys Improvements Project - Package 3B
Description: Intersecton improvements. Bus stop and connectivity improvements with associated drainage improvements.
Project Type: Rd Interchange/ Intersec **AQ:** Exempt, All Projects - Intersection channelization projects. **TCM:**No **NDOT:** District 2
County: Washoe **Limits:** Primary Interchange: Business 395, Secondary Interchange: N. Virginia Street

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------------|------------|------------------|------------|--------------------|
| 2020 | Local Fund | \$0 | \$0 | \$900,000 | \$0 | \$900,000 |
| <2020 | Prior | \$150,000 | \$0 | \$0 | \$0 | \$150,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$900,000 | \$0 | \$900,000 |
| ALL YEARS TOTAL | | \$150,000 | \$0 | \$900,000 | \$0 | \$1,050,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20170146 (Ver 4) 20-00 **FEDERAL**

Title: US 395, NORTH OF RENO, FROM MCCARRAN TO GOLDEN VALLEY STRUCTURE, MP WA 27.064 TO WA 32.580

Description: RUBBELIZE EXISTING CONCRETE WITH 6" PBS, CONSTRUCT AUX LANE NB AND SB, CONSTRUCT TRAVEL LANE SB, CONSTRUCT NEW BRAIDED RAMP AT PANTHER VALLEY INTERCHANGE

Project Type: Rd New Construction

AQ: Non-Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: From McCarran to Golden Valley of Distance (mile) 5.52 Milepost begins at 27.06 ends at 32.58

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|------------------|--------------------|------------------|---------------------|------------|---------------------|
| 2021 | State Gas Tax | \$0 | \$130,000 | \$0 | \$0 | \$130,000 |
| 2023 | NHPP | \$0 | \$0 | \$60,940,125 | \$0 | \$60,940,125 |
| 2023 | STBG State-Wide | \$0 | \$0 | \$30,820,375 | \$0 | \$30,820,375 |
| 2023 | State Match - Nv | \$0 | \$0 | \$4,829,500 | \$0 | \$4,829,500 |
| <2020 | Prior | \$1,230,000 | \$0 | \$0 | \$0 | \$1,230,000 |
| 2020-2024 TOTAL | | \$0 | \$130,000 | \$96,590,000 | \$0 | \$96,720,000 |
| ALL YEARS TOTAL | | \$1,230,000 | \$130,000 | \$96,590,000 | \$0 | \$97,950,000 |

MPO **RTC Washoe**

Lead Agency **Nevada DOT**

WA20150011 (Ver 5) 20-00 **LOCAL**

Title: Preventive Maintenance

Description: Preventive Maintenance

Project Type: Rd Recons/Rehab/Resur

AQ: Exempt, Safety - Pavement resurfacing and/or rehabilitation.

TCM: No NDOT: District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|---------------------|------------|---------------------|
| 2020 | Local Fund | \$0 | \$0 | \$7,000,000 | \$0 | \$7,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$7,000,000 | \$0 | \$7,000,000 |
| 2022 | Local Fund | \$0 | \$0 | \$7,000,000 | \$0 | \$7,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$7,000,000 | \$0 | \$7,000,000 |
| 2024 | Local Fund | \$0 | \$0 | \$7,000,000 | \$0 | \$7,000,000 |
| <2020 | Prior | \$0 | \$0 | \$9,600,000 | \$0 | \$9,600,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$35,000,000 | \$0 | \$35,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$44,600,000 | \$0 | \$44,600,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150061 (Ver 4) 20-00 LOCAL

Title: Roadway Reconstruction Projects

Description: Annual Pavement Preservation Program - Roadway Reconstruction

Project Type: Rd Recons/Rehab/Resur

AQ: Exempt, Safety - Pavement resurfacing and/or rehabilitation.

TCM: No NDOT: District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|---------------------|------------|---------------------|
| 2020 | Local Fund | \$0 | \$0 | \$12,000,000 | \$0 | \$12,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$11,000,000 | \$0 | \$11,000,000 |
| 2022 | Local Fund | \$0 | \$0 | \$11,000,000 | \$0 | \$11,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$11,000,000 | \$0 | \$11,000,000 |
| 2024 | Local Fund | \$0 | \$0 | \$11,000,000 | \$0 | \$11,000,000 |
| <2020 | Prior | \$0 | \$0 | \$18,000,000 | \$0 | \$18,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$56,000,000 | \$0 | \$56,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$74,000,000 | \$0 | \$74,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190033 (Ver 1) 20-00 FEDERAL

Title: Traffic Calming Improvements

Description: Install speed radar signs and Rectangular Rapid Flashing Beacons (RRFBs).

Project Type: Rd Sign/Signal

AQ: Exempt, Safety - Non signalization traffic control and operating.

TCM: No NDOT: District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|----------------|------------|-----------------|------------|-----------------|
| 2020 | Local Fund | \$350 | \$0 | \$0 | \$0 | \$350 |
| 2020 | TAP WA STBG | \$6,650 | \$0 | \$0 | \$0 | \$6,650 |
| 2021 | Local Fund | \$0 | \$0 | \$1,440 | \$0 | \$1,440 |
| 2021 | TAP WA STBG | \$0 | \$0 | \$27,350 | \$0 | \$27,350 |
| 2020-2024 TOTAL | | \$7,000 | \$0 | \$28,790 | \$0 | \$35,790 |
| ALL YEARS TOTAL | | \$7,000 | \$0 | \$28,790 | \$0 | \$35,790 |

MPO **RTC Washoe**

Lead Agency **City of Reno**

WA20190034 (Ver 1) 20-00 **FEDERAL**

Title: Traffic Calming Improvements

Description: Install speed radar signs and Rectangular Rapid Flashing Beacons (RRFBs).

Project Type: Rd Sign/Signal

AQ: Exempt, Safety - Non signalization traffic control and operating.

TCM: No NDOT: District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|-----------------|------------|-----------------|
| 2020 | Local Fund | \$0 | \$0 | \$1,790 | \$0 | \$1,790 |
| 2020 | STBG WA | \$0 | \$0 | \$34,000 | \$0 | \$34,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$35,790 | \$0 | \$35,790 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$35,790 | \$0 | \$35,790 |

MPO RTC Washoe

Lead Agency **City of Sparks**

WA20190035 (Ver 1) 20-00 **FEDERAL**

Title: Traffic Calming Improvements

Description: Install speed radar signs and Rectangular Rapid Flashing Beacons (RRFBs).

Project Type: Rd Sign/Signal

AQ: Exempt, Safety - Non signalization traffic control and operating.

TCM: No NDOT: District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|----------------|------------|-----------------|------------|-----------------|
| 2020 | Local Fund | \$350 | \$0 | \$0 | \$0 | \$350 |
| 2020 | TAP WA STBG | \$6,650 | \$0 | \$0 | \$0 | \$6,650 |
| 2021 | Local Fund | \$0 | \$0 | \$1,440 | \$0 | \$1,440 |
| 2021 | TAP WA STBG | \$0 | \$0 | \$27,350 | \$0 | \$27,350 |
| 2020-2024 TOTAL | | \$7,000 | \$0 | \$28,790 | \$0 | \$35,790 |
| ALL YEARS TOTAL | | \$7,000 | \$0 | \$28,790 | \$0 | \$35,790 |

MPO RTC Washoe

Lead Agency **Washoe County**

WA2012101 (Ver 9) 20-00

FEDERAL

Title: Trip Reduction Program

Description: Administrative Activities and Vanpool Program

Project Type: TDM

AQ: Exempt, Air Quality - Ride-sharing and van-pooling program.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------|------------|------------|------------|--------------------|--------------------|
| 2020 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2020 | STBG WA | \$0 | \$0 | \$0 | \$760,000 | \$760,000 |
| 2021 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2021 | STBG WA | \$0 | \$0 | \$0 | \$760,000 | \$760,000 |
| 2022 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2022 | STBG WA | \$0 | \$0 | \$0 | \$760,000 | \$760,000 |
| 2023 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2023 | STBG WA | \$0 | \$0 | \$0 | \$760,000 | \$760,000 |
| 2024 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2024 | STBG WA | \$0 | \$0 | \$0 | \$760,000 | \$760,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$3,700,000 | \$3,700,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$5,000,000 | \$5,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$8,700,000 | \$8,700,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110312 (Ver.6) 20-00 **FEDERAL**

Title: ACCESS Capital - Sutro

Description: Facilities (Operations & Maintenance)/Equipment - ACCESS Buildings at Sutro Street

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No NDOT: District 2

County: Washoe

Limits: Nearest Crossstreet: 600 Sutro Street

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$64,000 | \$64,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$16,000 | \$16,000 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$64,000 | \$64,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$16,000 | \$16,000 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$64,000 | \$64,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$16,000 | \$16,000 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$64,000 | \$64,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$16,000 | \$16,000 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$64,000 | \$64,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$16,000 | \$16,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$350,000 | \$350,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$400,000 | \$400,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$750,000 | \$750,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20140046 (Ver 7) 20-00 **FEDERAL**

Title: ACCESS Replacement Vehicles

Description: Purchase ACCESS Replacement Vehicles - Ongoing Vehicle Replacement Schedule

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles or TCM: Yes NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------------|------------|------------|------------|---------------------|---------------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$105,000 | \$105,000 |
| 2020 | STBG WA | \$0 | \$0 | \$0 | \$1,995,000 | \$1,995,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$78,947 | \$78,947 |
| 2021 | STBG WA | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |
| 2022 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$250,000 | \$250,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$157,237 | \$157,237 |
| 2022 | STBG WA | \$0 | \$0 | \$0 | \$1,800,000 | \$1,800,000 |
| 2023 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$155,000 | \$155,000 |
| 2023 | STBG WA | \$0 | \$0 | \$0 | \$1,995,000 | \$1,995,000 |
| 2024 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$4,201,000 | \$4,201,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$8,486,184 | \$8,486,184 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$12,687,184 | \$12,687,184 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110309 (Ver.6) 20-00

FEDERAL

Title: RIDE Capital - Bldg. Renovations

Description: Building Renovations and Upgrades - Annual Program

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------------|------------|------------|---------------------|------------|---------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$974,500 | \$0 | \$974,500 |
| 2020 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2020 | Local Fund | \$0 | \$0 | \$293,625 | \$0 | \$293,625 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2021 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2021 | Local Fund | \$0 | \$0 | \$196,053 | \$0 | \$196,053 |
| 2021 | STBG WA | \$0 | \$0 | \$1,825,000 | \$0 | \$1,825,000 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2022 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2022 | Local Fund | \$0 | \$0 | \$173,684 | \$0 | \$173,684 |
| 2022 | STBG WA | \$0 | \$0 | \$1,400,000 | \$0 | \$1,400,000 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$90,000 | \$0 | \$90,000 |
| 2023 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$90,000 | \$0 | \$90,000 |
| 2023 | Local Fund | \$0 | \$0 | \$45,000 | \$0 | \$45,000 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$90,000 | \$0 | \$90,000 |
| 2024 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$90,000 | \$0 | \$90,000 |
| 2024 | Local Fund | \$0 | \$0 | \$45,000 | \$0 | \$45,000 |
| <2020 | Prior | \$0 | \$0 | \$6,050,000 | \$0 | \$6,050,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$6,312,862 | \$0 | \$6,312,862 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$12,362,862 | \$0 | \$12,362,862 |

MPO RTC Washoe

Lead Agency RTC Washoe

NV20110307 (Ver 5) 20-00 **FEDERAL**

Title: RIDE Capital - Communication/Computer Equipment
Description: Purchase Vehicle/Communication/Computer Equipment - Annual Program
Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Purchase of office, shop and operating equipment for existing facilities **CM:** No **NDOT:** District 2
County: Washoe **Limits:** Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------|------------|------------|--------------------|--------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$430,000 | \$430,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$107,500 | \$107,500 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$430,000 | \$430,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$107,500 | \$107,500 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$430,000 | \$430,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$107,500 | \$107,500 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$430,000 | \$430,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$107,500 | \$107,500 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$926,000 | \$926,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$2,400,000 | \$2,400,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$3,326,000 | \$3,326,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110305 (Ver 6) 20-00

FEDERAL

Title: RIDE Capital - Equipment

Description: Purchase Shop Equipment/Other Equipment - Annual Program

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Purchase of office, shop and operating equipment for existing facility CM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------|------------|------------|------------|--------------------|--------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$376,000 | \$376,000 |
| 2020 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$106,500 | \$106,500 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2021 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$62,500 | \$62,500 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2022 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$62,500 | \$62,500 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2023 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$62,500 | \$62,500 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2024 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$50,000 | \$50,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$62,500 | \$62,500 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$850,000 | \$850,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$1,782,500 | \$1,782,500 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$2,632,500 | \$2,632,500 |

MPO RTC Washoe

Lead Agency RTC Washoe

NV20110303 (Ver 6) 20-00

FEDERAL

Title: RIDE Capital - Shelters

Description: Transit Enhancements/Shelters

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------|------------|------------|------------|--------------------|--------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$1,463,220 | \$1,463,220 |
| 2020 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$67,200 | \$67,200 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$382,605 | \$382,605 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$370,000 | \$370,000 |
| 2021 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$67,200 | \$67,200 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$109,300 | \$109,300 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2022 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$67,200 | \$67,200 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$66,800 | \$66,800 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2023 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$67,200 | \$67,200 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$66,800 | \$66,800 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$200,000 | \$200,000 |
| 2024 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$67,200 | \$67,200 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$66,800 | \$66,800 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$437,000 | \$437,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$3,461,525 | \$3,461,525 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$3,898,525 | \$3,898,525 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110304 (Ver 6) 20-00 **FEDERAL**

Title: RIDE Capital - Support Vehicles/Equipment

Description: Purchase Support Vehicles/Equipment (RTC Administration) - Annual Program

Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Purchase of support vehicles.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------|------------|------------|------------------|------------------|
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$48,000 | \$48,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$12,000 | \$12,000 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$60,000 | \$60,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$15,000 | \$15,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$370,000 | \$370,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$135,000 | \$135,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$505,000 | \$505,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20130078 (Ver 9) 20-00 **FEDERAL**

Title: RIDE Replacement Vehicles

Description: Purchase RIDE replacement vehicles. Ongoing vehicle replacement schedule. FHWA funds to be transferred to FTA.

Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles or rTCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------|------------|------------|------------|---------------------|---------------------|
| 2020 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$7,750,000 | \$7,750,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$407,895 | \$407,895 |
| 2021 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$210,526 | \$210,526 |
| 2022 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$5,500,000 | \$5,500,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$380,000 | \$380,000 |
| 2023 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$7,000,000 | \$7,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$368,421 | \$368,421 |
| 2024 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$210,526 | \$210,526 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$34,546,853 | \$34,546,853 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$29,827,368 | \$29,827,368 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$64,374,221 | \$64,374,221 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150060 (Ver 8) 20-00 **FEDERAL**

Title: Virginia Street, Bus RAPID Transit Extension

Description: Bus RAPID transit extension from the RTC 4th STREET STATION in downtown Reno to the University of Nevada, Reno; improves safety, traffic/bus operations, constructs 3 RAPID stations, adds bus-only lane segment, widens/constructs sidewalks and corrects ADA sidewalk deficiencies in the corridor from Plumb Lane to Liberty Street (within the total project corridor of Plumb Lane to 15th Street). FHWA funding will to be transferred to FTA. A request to enter project development under the FTA Small Starts Program has been submitted and accepted. Funding programmed in the "other" phase is for the acquisition of transit capital such as buses, bus shelters, etc.

Project Type: Transit-Capital & Rehab **AQ:** Exempt, Mass Transit - Construction of small passenger shelters and information kiosks. **TCM:** No **NDOT:** District 2

County: Washoe **Limits:** From Plumb Lane to 15th Street of Distance (mile) 2.9

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|-----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| 2020 | CMAQ Transfer to FTA | \$0 | \$0 | \$279,906 | \$0 | \$279,906 |
| 2020 | FTA 5309 Small Starts | \$0 | \$0 | \$30,126,621 | \$0 | \$30,126,621 |
| 2020 | Local Fund | \$0 | \$0 | \$31,473,603 | \$0 | \$31,473,603 |
| 2020 | STBG WA | \$0 | \$0 | \$177,315 | \$0 | \$177,315 |
| 2021 | CMAQ Transfer to FTA | \$0 | \$0 | \$0 | \$2,000,000 | \$2,000,000 |
| 2021 | FTA 5309 Small Starts | \$0 | \$0 | \$0 | \$1,145,500 | \$1,145,500 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$18,461,951 | \$18,461,951 |
| <2020 | Prior | \$10,542,142 | \$20,670,629 | \$0 | \$0 | \$31,212,771 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$62,057,445 | \$21,607,451 | \$83,664,896 |
| ALL YEARS TOTAL | | \$10,542,142 | \$20,670,629 | \$62,057,445 | \$21,607,451 | \$114,877,667 |

MPO: **RTC Washoe**

Lead Agency: **RTC Washoe**

WA20190029 (Ver 1) 20-00 **FEDERAL**

Title: Virginia Street @ ParkLane Northbound BRT station

Description: Construct a northbound RTC RIDE (Virginia Line) full Bus Rapid Transit (BRT) station on Virginia Street at ParkLane.

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No NDOT: District 2

County: Washoe

Limits: Nearest Crossstreet: Virginia Street

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------|------------|------------------|------------|------------------|
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$200,000 | \$0 | \$200,000 |
| 2022 | Local Fund | \$0 | \$0 | \$300,000 | \$0 | \$300,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$500,000 | \$0 | \$500,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$500,000 | \$0 | \$500,000 |

MPO RTC Washoe

Lead Agency **RTC Washoe**

WA20190028 (Ver 1) 20-00 **FEDERAL**

Title: Virginia Street @ Peppermill Northbound BRT Station

Description: Construct northbound RTC RIDE (Virginia Line) full Bus Rapid Transit (BRT) station across from the Peppermill Resort & Casino and extend BRT travel lane.

Project Type: Transit-Capital & Rehab

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No NDOT: District 2

County: Washoe

Limits: Nearest Crossstreet: Virginia Street

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------------|------------|------------------|------------|------------------|
| 2022 | FTA 5307 Lrg Urb Capital | \$80,000 | \$0 | \$0 | \$0 | \$80,000 |
| 2022 | Local Fund | \$20,000 | \$0 | \$0 | \$0 | \$20,000 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$480,000 | \$0 | \$480,000 |
| 2023 | Local Fund | \$0 | \$0 | \$120,000 | \$0 | \$120,000 |
| 2020-2024 TOTAL | | \$100,000 | \$0 | \$600,000 | \$0 | \$700,000 |
| ALL YEARS TOTAL | | \$100,000 | \$0 | \$600,000 | \$0 | \$700,000 |

MPO RTC Washoe

Lead Agency **RTC Washoe**

WA20150006 (Ver 5) 20-00

FEDERAL

Title: ACCESS Capital - Facilities

Description: Annual Facilities (Operations and Maintenance) Program

Project Type: Transit-Maintenance

AQ: Exempt

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------------|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$40,000 | \$40,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$10,000 | \$10,000 |
| 2021 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$40,000 | \$40,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$10,000 | \$10,000 |
| 2022 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$40,000 | \$40,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$10,000 | \$10,000 |
| 2023 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$40,000 | \$40,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$10,000 | \$10,000 |
| 2024 | FTA 5339 Bus/Fac Lrg Urb Capital | \$0 | \$0 | \$0 | \$40,000 | \$40,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$10,000 | \$10,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$150,000 | \$150,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$250,000 | \$250,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$400,000 | \$400,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110301 (Ver 5) 20-00 **FEDERAL**

Title: RTC RIDE and ACCESS - PM

Description: Preventive Maintenance - Mechanical

Project Type: Transit-Maintenance AQ: Exempt

TCM:No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------|------------|------------|---------------------|---------------------|
| 2020 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$3,200,000 | \$3,200,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$800,000 | \$800,000 |
| 2021 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,000 |
| 2022 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,000 |
| 2023 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,000 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$0 | \$4,000,000 | \$4,000,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$1,000,000 | \$1,000,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$16,000,000 | \$16,000,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$24,000,000 | \$24,000,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$40,000,000 | \$40,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

NV20110311 (Ver 5) 20-00

FEDERAL

Title: ACCESS Operations - ADA

Description: ADA-related operating expenses

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: Yes NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------------|------------|------------|------------|--------------------|--------------------|
| 2020 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$670,000 | \$670,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$167,600 | \$167,600 |
| 2021 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$700,000 | \$700,000 |
| 2021 | Local Fund | \$0 | \$0 | \$0 | \$175,000 | \$175,000 |
| 2022 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$700,000 | \$700,000 |
| 2022 | Local Fund | \$0 | \$0 | \$0 | \$175,000 | \$175,000 |
| 2023 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$700,000 | \$700,000 |
| 2023 | Local Fund | \$0 | \$0 | \$0 | \$175,000 | \$175,000 |
| 2024 | FTA 5307 Lrg Urb Operating | \$0 | \$0 | \$0 | \$700,000 | \$700,000 |
| 2024 | Local Fund | \$0 | \$0 | \$0 | \$175,000 | \$175,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$3,113,000 | \$3,113,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$4,337,600 | \$4,337,600 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$7,450,600 | \$7,450,600 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150032 (Ver 6) 20-00 **FEDERAL**

Title: Access to Healthcare Network - Non-Emergency Medical Related Transportation Direct Services

Description: Provision of direct services for non-emergency medical related transportation services for low income seniors, individuals with disabilities and other low income underserved populations. Includes project administration costs to support a Dispatcher position to continue the Sierra Nevada Transportation Help Line operated by AHN.

Project Type: Transit - Other

AQ: Exempt

TCM:No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|---|------------|------------|------------|--------------------|--------------------|
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Admin | \$0 | \$0 | \$0 | \$7,034 | \$7,034 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Capital | \$0 | \$0 | \$0 | \$42,218 | \$42,218 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Operating | \$0 | \$0 | \$0 | \$44,185 | \$44,185 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$54,740 | \$54,740 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$852,857 | \$852,857 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$148,177 | \$148,177 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$1,001,034 | \$1,001,034 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190032 (Ver 1) 20-00 **FEDERAL**

Title: Bus Stop ADA Signage/Identification Markers for the Visually Impaired

Description: Installation of ADA-accessible information placards on bus stop poles to inform riders of the NextBus app. Placards would also act as markers to inform visually impaired riders that the poles are bus stop poles.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Construction of small passenger shelters and information kiosks. **TCM:**No **NDOT:** District 2

County: Washoe

Limits: Various Locations

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------|------------|------------|------------|-----------------|-----------------|
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$1,790 | \$1,790 |
| 2020 | TAP WA STBG | \$0 | \$0 | \$0 | \$34,000 | \$34,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$35,790 | \$35,790 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$35,790 | \$35,790 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190027 (Ver 1) 20-00 **FEDERAL**

Title: Meadowood Mall Transfer Station Relocation

Description: Relocate the RTC RIDE Meadowood Mall Transfer Station within the Meadowood Mall property and implement potential FTA joint development with affordable housing and possible retail.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Reconstruction or renovation of transit structures.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Nearest Crossstreet:

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|--------------------------|------------------|------------|--------------------|------------|--------------------|
| 2023 | FTA 5307 Lrg Urb Capital | \$400,000 | \$0 | \$0 | \$0 | \$400,000 |
| 2023 | Local Fund | \$100,000 | \$0 | \$0 | \$0 | \$100,000 |
| 2024 | FTA 5307 Lrg Urb Capital | \$0 | \$0 | \$1,200,000 | \$0 | \$1,200,000 |
| 2024 | Local Fund | \$0 | \$0 | \$300,000 | \$0 | \$300,000 |
| 2020-2024 TOTAL | | \$500,000 | \$0 | \$1,500,000 | \$0 | \$2,000,000 |
| ALL YEARS TOTAL | | \$500,000 | \$0 | \$1,500,000 | \$0 | \$2,000,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150053 (Ver 6) 20-00 **FEDERAL**

Title: Sanford Center for Aging - Senior Outreach Services

Description: Participant support for direct service volunteer outreach program.

Project Type: Transit - Other

AQ: Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|---|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Admin | \$0 | \$0 | \$0 | \$7,035 | \$7,035 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Operating | \$0 | \$0 | \$0 | \$25,000 | \$25,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$25,000 | \$25,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$189,846 | \$189,846 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$57,035 | \$57,035 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$246,881 | \$246,881 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20150027 (Ver 6) 20-00 **FEDERAL**

Title: Seniors in Service - Senior Companion Program

Description: Provision of transportation support for senior community living outside the RTC ADA area

Project Type: Transit - Other **AQ:** Exempt

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|---|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Admin | \$0 | \$0 | \$0 | \$7,034 | \$7,034 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Operating | \$0 | \$0 | \$0 | \$43,980 | \$43,980 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$43,980 | \$43,980 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$248,641 | \$248,641 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$94,994 | \$94,994 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$343,635 | \$343,635 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180051 (Ver 2) 20-00 **FEDERAL**

Title: Sierra Nevada Transportation Coalition - SNTC Bucks Program/N4 Accessible Rides Program

Description: Capital to purchase a wheelchair accessible vehicle to serve seniors and people with disabilities; user-side subsidy program to provide vouchers (800 in Year 1, 875 in Year 2) to disabled individuals applied directly to a participant's Lyft or Uber account. This project will provide an estimated 4,160 trips, annually.

Project Type: Transit - Other **AQ:** Exempt, Mass Transit - Transit operating assistance.

TCM: No **NDOT:** District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|---|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Admin | \$0 | \$0 | \$0 | \$7,034 | \$7,034 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Capital | \$0 | \$0 | \$0 | \$123,549 | \$123,549 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$30,887 | \$30,887 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$118,443 | \$118,443 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$161,470 | \$161,470 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$279,913 | \$279,913 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20190002 (Ver 2) 20-00 **FEDERAL**

Title: U-Pass Start-up Program

Description: Seed money to establish a Universal Access Transit Pass (U-Pass) program with the University of Nevada, Reno (UNR) to provide unlimited access to RTC RIDE transit routes.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|----------------------|------------|------------|------------|------------------|------------------|
| 2020 | CMAQ - Washoe County | \$0 | \$0 | \$0 | \$76,000 | \$76,000 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$4,000 | \$4,000 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$80,000 | \$80,000 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$80,000 | \$80,000 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$160,000 | \$160,000 |

MPO **RTC Washoe**

Lead Agency **RTC Washoe**

WA20180050 (Ver 2) 20-00 **FEDERAL**

Title: Washoe County Human Services Agency - Enhanced Mobility Services for the Elderly & Disabled

Description: Capital to purchase 3 wheelchair accessible vehicles plus operating funds to provide 6,300 trip annually.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

| FED FY | Revenue Source | PE | ROW | CON | OTHER | TOTAL |
|------------------------|---|------------|------------|------------|------------------|------------------|
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Admin | \$0 | \$0 | \$0 | \$7,034 | \$7,034 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Capital | \$0 | \$0 | \$0 | \$27,672 | \$27,672 |
| 2020 | FTA 5310 Elderly/Disabled Lrg Urb Operating | \$0 | \$0 | \$0 | \$9,933 | \$9,933 |
| 2020 | Local Fund | \$0 | \$0 | \$0 | \$16,851 | \$16,851 |
| <2020 | Prior | \$0 | \$0 | \$0 | \$94,061 | \$94,061 |
| 2020-2024 TOTAL | | \$0 | \$0 | \$0 | \$61,490 | \$61,490 |
| ALL YEARS TOTAL | | \$0 | \$0 | \$0 | \$155,551 | \$155,551 |

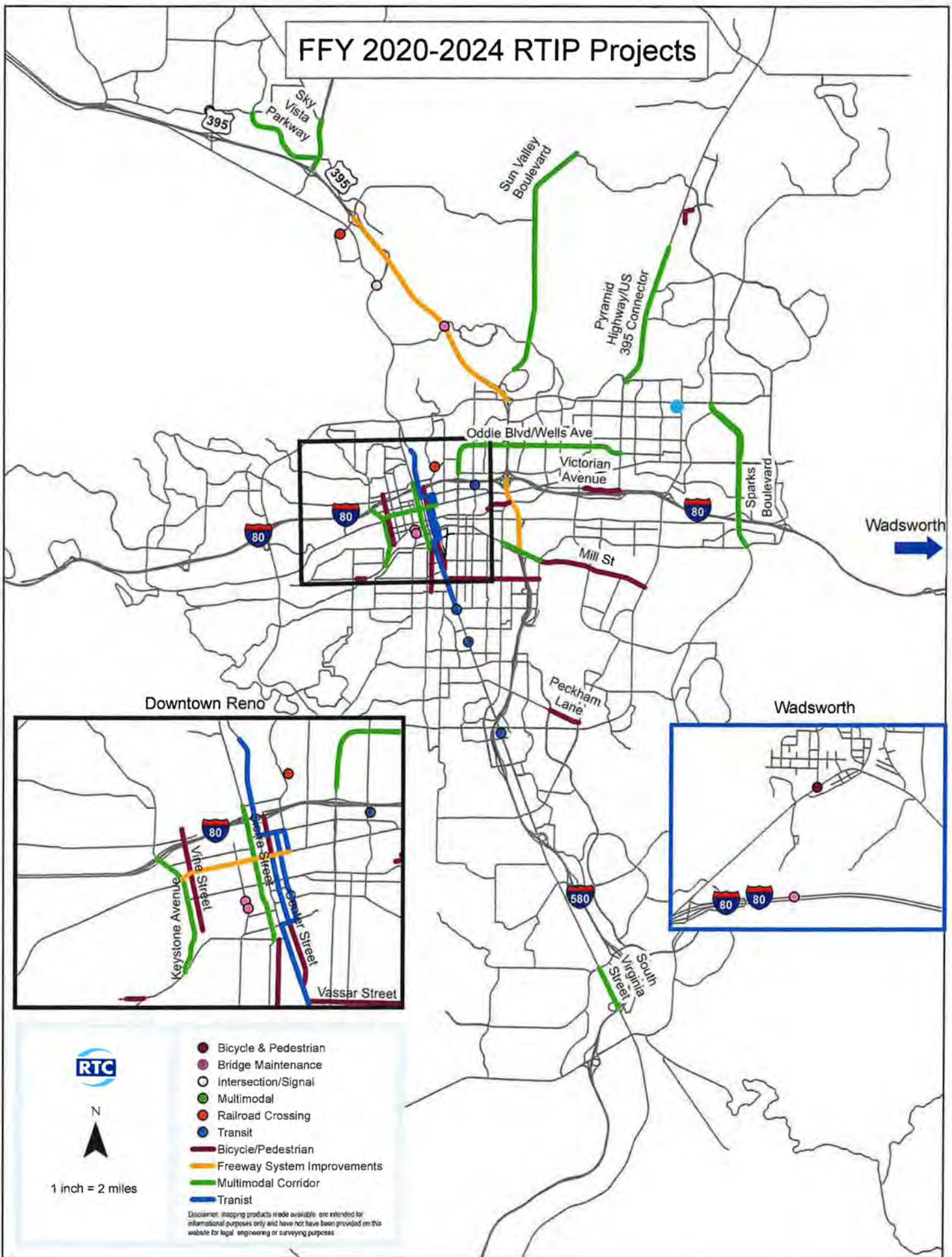
MPO **RTC Washoe**

Lead Agency **RTC Washoe**

Appendix B: FFY 2020-2024 Regional Transportation Improvement Program Project Location Map

A project location map for the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) is provided on the following page. It should be noted that many of the projects in the RTIP are not able to be mapped, such as the purchase of vehicles or equipment and the administration of programs or operation of services. However, detailed information, including a map for location-based projects, can be found online for any of the projects through the electronic Statewide Transportation Improvement Program (eSTIP) at <https://estip.nevadadot.com>.

FFY 2020-2024 RTIP Projects



Appendix C: RTIP Amendments/Administrative Modifications

The RTIP is required to be updated at least every four years. There are changes that occur during the course of the document such as adjustments in project schedules, funding amounts/sources or project descriptions. These changes require either an amendment or an administrative modification. Any changes in the RTIP must be included in the RTP.

Amendments

Amendments are major or substantive changes to the RTIP and must follow the requirements contained in the RTC's Public Participation Plan and the Washoe County Transportation Conformity Plan (for air quality analysis if necessary). Amendments are applicable when:

- There is a significant change in the design or scope of an existing project
- A project is added or deleted
- There is a significant change in a funding category that alters the overall financial reasonableness of the RTIP
- When there is an increase in the estimated cost of a project by more than \$5 million and greater than 40% of the total estimated project cost

Administrative Modifications

Administrative Modifications are non-substantive changes to the RTIP and include the following:

- Moving a project in the document to an earlier or later year
- Increasing the estimated cost of a project by less than \$5 million or by more than \$5 million if the amount is less than 40% of the total estimated project cost

Administrative modifications are typically processed through letter or email between the Nevada Department of Transportation and RTC.

Appendix D: Acronyms

AADT—Annual Average Daily Traffic

ADA—Americans with Disabilities Act of 1990

ADT—Average daily trips

BLM—Bureau of Land Management

BRT—Bus rapid transit

CMAC—Citizens Multimodal Advisory Committee

CALTRANS—California Department of Transportation

CAMPO—Carson Area Metropolitan Planning Organization

CCRTC—Carson City Regional Transportation Commission

CEA—Critical Emphasis Areas

CFR—Code of Federal Regulations

CMAQ—Congestion Mitigation/Air Quality

CMP—Congestion Management Process

CNG—Compressed natural gas

CO—Carbon monoxide

CPI—Consumer Price Index

EPA—Environmental Protection Agency

ETR—Employer Trip Reduction

FAA—Federal Aviation Administration

FAST Act—Fixing America’s Surface Transportation Act

FHWA—Federal Highway Administration

FRR—Farebox Recovery Ratio

FTA—Federal Transit Administration

GHG—Greenhouse gas

HA87—Hydrographic Area #87

HOV—High occupancy vehicle

HSIP—Highway Safety Improvement Program

ITS—Intelligent Transportation Systems

LOS—Level of service

MAP-21—Moving Ahead for Progress in the 21st Century Act

MOVES—Air quality model

MPO—Metropolitan Planning Organization

MUTCD—Manual of Uniform Traffic Control Devices

MVEB—Motor vehicle emission budget

NAAQS—National Ambient Air Quality Standards

NDOT—Nevada Department of Transportation

NEPA—National Environmental Policy Act

NHPP—National Highway Performance Program

NHS—National Highway System

NO_x—Nitrogen oxides

NRS—Nevada Revised Statutes

PCI—Pavement condition index

PD&E—Project development and environmental activities

PSAP— Pedestrian Safety Action Plan

PM_{2.5}—Particulate matter of less than 2.5 microns

PM₁₀—Particulate matter of less than 10 microns

PMS—Pavement management system

POP—Program of projects

PPP—Public Participation Plan

ROW—Right-of-way

RRIF—Regional Road Impact Fee

RRIF CIP—Regional Road Impact Fee Capital Improvements Plan

RRS—Regional Road System

RSA—Road Safety Assessment

RTAA—Reno-Tahoe Airport Authority

RTC—Regional Transportation Commission of Washoe County

RTIP—Regional Transportation Improvement Program

RTP—Regional Transportation Plan

SEC—SouthEast Connector

SGR—State of Good Repair

SHSP—Strategic Highway Safety Plan

SIP—State Implementation Plan

SOV—Single occupancy vehicle

SRTP—Short Range Transit Plan

SRTS—Safe Routes to School

STB—State Transportation Board

STIP—State Transportation Improvement Program

STBG—Surface Transportation Block Grant Program

TAC—RTC Technical Advisory Committee

TA Set-Aside —Transportation Alternatives Set-Aside Program

TART—Tahoe Area Regional Transit

TAZ—Traffic Analysis Zone

TCM—Transportation Control Measure

TDM—Transportation Demand Management

TMA—Transportation Management Association

TMC—Traffic/transportation management center

TMRP—Truckee Meadows Regional Plan

TMRPA—Truckee Meadows Regional Planning Agency

TMWA—Truckee Meadows Water Authority

TOD—Transit-oriented development

TRI-Center—Tahoe Reno Industrial Center

TRPA—Tahoe Regional Planning Agency

TSM—Transportation System Management

TSP—Transit signal priority

TTD—Tahoe Transportation District

UNR—University of Nevada, Reno

UPRR—Union Pacific Railroad

UPWP—Unified Planning Work Program

USDA—U.S. Department of Agriculture

USDOT—U.S. Department of Transportation

V/C Ratio—Volume to Capacity Ratio

VHD—Vehicle hours of delay

VHT—Vehicle hours of travel

VMT—Vehicle Miles Traveled

VOC—Volatile organic compounds

WCHD-AQMD—Washoe County Health District—Air Quality Management Division

YOE—Year of Expenditure



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
September 20, 2019 Board Meeting

Appropriations

Senate Majority Leader McConnell said the Senate will work to pass as many Fiscal Year (FY) 2020 appropriation bills as possible before September 30th; then pass a continuing resolution (CR) for any remaining bills. The Senate Appropriations Committee intends to mark-up four bills each week.

It's unlikely all bills will get across the finish line, with a CR for Transportation-HUD appropriations all the more possible. House Majority Leader Steny Hoyer announced plans to take up a CR that could extend current funding levels potentially through late November.

The House marked up all 12 appropriations measures, passing 10 before the budget agreement was reached. According to Congressional Quarterly, due to the House levels used by appropriators, the House will "need to cut about \$15 billion in spending from [non-defense] accounts and increase defense discretionary spending...by \$5 billion." This will be done in conference. If Transportation-HUD receives cuts, it will still produce funding levels at or above FAST Act levels. Since the budget agreement prohibits policy riders (some of which are directed at DOT and FTA on their implementation of the CIG program) that will also present issues in conference.

NEPA and One Federal Decision Process

The U.S. Department of Transportation published in the Federal Register a notice of availability and request for comments on Interim Policies on Page Limits for National Environmental Policy Act Documents and the Application of the One Federal Decision Process to DOT Projects. Comments are due by September 23.

Page Limits for National Environmental Policy Act Documents and Focused Analyses

- Limits text of draft and final environmental impact statements to 150 pages, unless they are of an unusual scope or complexity, then limit to 300 pages.
- Recommends environmental assessments not exceed 75 pages.
- Quarterly Performance Management Review must include number of EIS and EA documents completed, amount exceeding page limit, and reason for doing so.
- Recommends best practices to comply with page limitation (eg., pre-scoping and scoping, annotated outlines, tiering, and more)

Interim Policy on One Federal Decision Implementation

- One Federal Decision policy only applies to major infrastructure projects for which the initial Notice of Intent was published after August 15, 2017.
- Factors a U.S. DOT Operating Administration should consider when determining whether the project sponsor has identified the reasonable availability of funds sufficient to complete the project.
- Exceptions to the One Federal Decision policy for major infrastructure projects.
- Responsibilities of an Originating Agency and lead U.S. DOT Agency.
- Permitting timetable.
- Pre-scoping and project initiations.

Project Management Oversight

A notice of proposed rulemaking and request for comment on Project Management Oversight was published by FTA in the Federal Register. Comments must be received by October 25, 2019. The proposed rulemaking would:

- Change applicability of the regulation by shifting the definition of a “major capital project” from one based on the type of project or total project cost to one based on both the amount of Federal financial assistance and the total project cost.
- Raises the total project cost threshold to \$300 million or more and requires that the project receive \$100 million or more in Federal investment to be subject to project management oversight (in effect exempting projects under these thresholds from project management oversight).
- Limit project management oversight to quarterly reviews (which currently occur monthly), absent a finding by FTA that a recipient requires more frequent oversight.
- Permits FTA to deem a project that does not meet the dollar-amount thresholds for the level of Federal investment and total project cost as a “major capital project” under certain circumstances (thus capturing them under the project management oversight requirement).
- Add three additional minimum elements to the Project Management Plan: periodic updates of the plan, the recipient’s commitment to submit a quarterly project budget and schedule, and safety and security management.
- Add the management of risks, contingencies, and insurance as an element of the Project Management Plan.

Budget and Debt Limit

On August 2nd, President Trump signed a \$2.7 trillion budget agreement that increases the discretionary budget caps for FY 2020 and 2021, as well as suspends the debt ceiling until July 31, 2021. This agreement prevents cuts in non-defense discretionary spending, which otherwise would have been cut by approximately \$54 billion; instead, the new law increases the non-defense budget cap by \$24.5 billion to \$621.5 billion in FY 2020, and by \$5 billion to \$626.5 billion for FY 2021. As mentioned, the FY 20 appropriations bills being worked on by Congress need to comply with this agreement.

FAST Electricity Act

Senator Cantwell (D-WA) is working on introducing the FAST Electricity Act. The bill is likely to be introduced next month once a Republican cosponsor is on board. The goal of the legislation is to “accelerate electrification of the entire U.S. transportation system” and “boost pioneering U.S. companies.” The bill does three things: (1) creates a 30% tax credit for electric vehicles that are not passenger vehicles (e.g., trucks, buses); (2) provides a 30% federal tax credit for recharging and hydrogen refueling stations; and (3) provides loan guarantees to support capital investment in domestic manufacturing capacity.

GAO Report

The Government Accountability Office issued a report titled, "Federal Transit Administration Could Improve Information on Estimating Project Costs." The report examines stakeholders' views on factors that affect rail transit project costs; including, project design decisions, legal requirements, community and political environment, general and local market conditions, site characteristics, and project execution. The report also examines approaches used to manage costs. Though tailored to rail projects, much of this information can be used for bus and road projects.

Personnel

Felicia James is now Associate Administrator for FTA's Office of Planning and Environment, overseeing transit and transportation planning and environmental activities and the CIG program, among other responsibilities. Ms. James previously worked as the Leader of the Program and Policy Development Team and Manager in the Office of Project Development and Environmental Review at FHWA.

U.S. DOT General Counsel Steven Bradbury has been named Acting Deputy in addition to his current duties. Senior Counselor for Regulatory Reform Christina Aizcorbe has been named Deputy General Counsel of U.S. DOT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 5.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

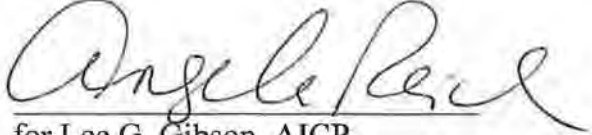
Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation
and Operations


for Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC RIDE Service Expansion Discussion

RECOMMENDATION

Acknowledge receipt of the report on RTC RIDE Service Expansion Discussions; direct Staff accordingly.

SUMMARY

The Truckee Meadows is experiencing strong economic growth driven by the recent influx of new technology and other types of businesses to the region. This influx of jobs has increased the demand for housing, services and other support businesses (retail, automotive, health, and other related businesses). Areas of the Truckee Meadows are growing rapidly, such as Spanish Springs, Stead/Cold Springs (North Valleys) and South Reno. This population growth increases demand for additional transportation products like streets, sidewalks, bikeways, and public transportation.

At the RTC Board meeting on June 20, 2019, Commissioners Hartung and Smith pointed out the economic growth and need for more public transit services. They further requested that staff review adding public transit services to other areas of Truckee Meadows, specifically Spanish Springs. The purpose of this report is to provide additional information on this request, as well as identify various other requests for service throughout the region. This analysis includes the requirements for effective and efficient public transit service and the costs to serve these areas, as well as the return on investment.

The following table summarizes new service alternatives detailed in the “Additional Background” section of this report. The table shows the alternate number, brief description, the proposed headway, one-way or bi-directional (two-way) loop, operating cost, capital cost, ADA service (RTC ACCESS) cost, total cost, population, and demographics as percentages of population for elderly, youth, and zero vehicle (no car).

| Alternative: | Short Description: | Headway: | One/Two Way Loop: | Cost | | | | Percentage of Population | | | |
|--------------|-----------------------------------|----------|----------------------|--------------|--------------|------------------------------|--------------|--------------------------|----------|--------|---------|
| | | | | Operating: | Capital: | ADA Service: (RTC ACCESS) | Total: | Population: | Elderly: | Youth: | No Car: |
| Alternate 1 | Hartung Proposed - Fixed-Route | 60-min | One | \$ 300,000 | \$ 850,000 | \$ 86,000 | \$ 1,236,000 | 10,902 | 13.90% | 22.00% | 3.10% |
| | | 60-min | Two | \$ 600,000 | \$ 1,700,000 | \$ 86,000 | \$ 2,386,000 | | | | |
| | | 30-min | One | \$ 600,000 | \$ 1,700,000 | \$ 86,000 | \$ 2,386,000 | | | | |
| | | 30-Min | Two | \$ 1,200,000 | \$ 3,400,000 | \$ 86,000 | \$ 4,686,000 | | | | |
| Alternate 2 | Concentrated - Fixed-Route | 60-Min | One | \$ 542,000 | \$ 1,700,000 | \$ 156,000 | \$ 2,398,000 | 8,188 | 12.90% | 23.40% | 1.80% |
| | | 60-Min | Two | \$ 1,084,000 | \$ 3,400,000 | \$ 156,000 | \$ 4,640,000 | | | | |
| | | 30-Min | One | \$ 1,084,000 | \$ 3,400,000 | \$ 156,000 | \$ 4,640,000 | | | | |
| | | 30-Min | Two | \$ 2,168,000 | \$ 6,800,000 | \$ 156,000 | \$ 9,124,000 | | | | |
| | | Headway: | No. of Veh.: | Operating: | Capital: | ADA Service: (RTC ACCESS) | Total: | | | | |
| Alternate 3 | Microtransit | Demand | 2- Vehicles | \$ 507,000 | \$ 280,000 | \$ - | \$ 787,000 | 8,188 | 12.90% | 23.40% | 1.80% |
| | | Demand | 3- Vehicles | \$ 760,500 | \$ 420,000 | \$ - | \$ 1,180,500 | | | | |
| | | Demand | 4- Vehicles | \$ 1,014,000 | \$ 560,000 | \$ - | \$ 1,574,000 | | | | |

FISCAL IMPACT

Fiscal impact is at the discretion of the Board based on direction to staff.

PREVIOUS ACTIONS BY BOARD

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

ADDITIONAL BACKGROUND

Population expansion typically begs the question “why isn’t there public transit service in outlying areas like Spanish Springs?” There are several reasons why expansion of public transit service has not occurred in the outlying communities of Truckee Meadows, such as Spanish Springs. Following are some of the reasons:

- Funding is limited;
- Distance from other existing transit service, which increases cost;
- Low Density development;
- Area demographics (minority, poverty, no cars, etc.);
- Street network that lacks connectivity and is more challenging to serve with fixed-route; and
- Availability of equipment (i.e. buses) to supply the proposed service.

There is also the added cost to provide the federally required Americans with Disabilities Act (ADA) complementary paratransit service (RTC ACCESS) to any expansion service within ¾ mile of that service. Based on the adopted FY 2020 budget, the cost to operate the RTC ACCESS service is 28.65% of the RTC RIDE fixed-route service cost.

For additional information regarding these factors, see Attachment 1.

Transit Service Alternatives

Alternate 1 – Fixed-route Bus Loop Route:

The Proposed Route and specified line-of-route (as suggested by Commissioner Hartung):

Baring Blvd. - Down Sparks Blvd. - East on Disc Drive - North on Vista (past the DaVita) - West on Los Altos - Down to Galleria Pkwy. - Turn South again on Galleria - East again on Disc Drive - Back to Sparks Blvd - Back to Baring Blvd.

This route considers a one-way loop. One-way loops are undesirable for passengers because they increase passenger wait times and increase pedestrian travel distances to return to their origin.

Following are the operating assumptions for the Alternate 1 service:

- 6 am to 7 pm Weekdays,
8 am to 7 pm Saturday, and
8 am to 7 pm Sunday;
- 60-minute Headways every day;
- Requires 1-vehicle (valued at \$850,000) for 60-minute headway.

The table below outlines the cost for a 60-minute headway service, as well as other options to enhance the service to make it more desirable to the passenger:

| Alternate 1: | 60-Minute Headway One Bus Required One, One-Way Loop | 60-Minute Headway Two Buses Required Bi-Directional Loops | 30-Minute Headway Two Buses Required One, One-Way Loop | 30-Minute Headway Four buses Required Bi-Directional Loops |
|--|---|--|---|---|
| Estimate Operating Cost: | \$ 300,000 | \$ 600,000 | \$ 600,000 | \$ 1,200,000 |
| Required ACCESS Service Cost: | \$ 86,000 | \$ 86,000 | \$ 86,000 | \$ 86,000 |
| Total Operational Service Cost: | \$ 386,000 | \$ 686,000 | \$ 686,000 | \$ 1,286,000 |
| Bus requirement is one: | \$ 850,000 | \$ 1,700,000 | \$ 1,700,000 | \$ 3,400,000 |
| Gross Overall Cost: | \$ 1,236,000 | \$ 2,386,000 | \$ 2,386,000 | \$ 4,686,000 |

Based on the demographics noted above for those having a propensity to use public transit service, population is about 10,902, 13.9% are elderly, 22.0% are youth, and 3.1% are zero vehicle households based on a one-quarter mile distance from the transit line. The Federal Transit Administration (FTA) uses the one-quarter mile distance as the catchment area for comparing changes in service for those classified as disadvantaged under Title VI requirements.

By comparison, the demographics for Route 19 (a similar route length to Alternate 1), include population equal to 12,822, 12.7% elderly, 19.3% youth, and 27.3% with no vehicles.

Route 19 carries 166 passengers on a typical weekday which equates to a productivity (passengers per revenue hour) of 20.48. The key demographic is the 'No Vehicle' percentage that is nearly 9 times that of Alternate 1. Based on this data and comparison to other routes, the estimated

productivity is between 8 and 12. The ‘cost per passenger’ for Route 19 is approximately \$5.44 on an average weekday, where Alternate 1 would be approximately \$10.50 - more than double. For a more detailed report, please see Attachment 2-“New Route Analysis.”

Alternate 2:

Spanish Springs Concentrated Route:

In an effort to supply some level of fixed-route service to the Spanish Springs area a shorter route could be considered to serve some of the multi-family, higher density projects and connect with the areas of retail and service. The Alternate 2 route could serve the following: Walmart, Galleria Parkway, Vineyards at Galleria, Verona Apartments, Caviata at Kiley Ranch, Waterstone at Kiley Ranch, and The Trails at Pioneer Meadows; all of which are major points of interest in Spanish Springs.

The proposed route may follow these streets:

- Pyramid Highway from Los Altos Parkway to
- Kiley Parkway to
- Sparks Boulevard to
- Henry Orr Parkway to
- Vista Del Rancho Parkway to
- Vista Boulevard to Wingfield Hills Road
- Rolling Meadows Drive to
- The roundabout at The Trails at Pioneer Meadows to
- Rolling Meadows Drive to
- Wingfield Hills Road to
- Vista Boulevard to
- Disc Drive to
- Galleria Parkway to
- Los Altos Parkway to
- Pyramid Highway (south) into the Kohl’s / Walmart parking

To maintain a 60-minute headway, this route would require two buses for one direction of the loop.

| Alternate 2: | 60-Minute Headway Two Buses Required One, One-Way Loop | 60-Minute Headway Four Buses Required Bi-Directional Loops | 30-Minute Headway Four Buses Required One, One-Way Loop | 30-Minute Headway Eight buses Required Bi-Directional Loops |
|--|---|---|--|--|
| Estimate Operating Cost: | \$ 542,000 | \$ 1,084,000 | \$ 1,084,000 | \$ 2,168,000 |
| Required ACCESS Service Cost: | \$ 156,000 | \$ 156,000 | \$ 156,000 | \$ 156,000 |
| Total Operational Service Cost: | \$ 698,000 | \$ 1,240,000 | \$ 1,240,000 | \$ 2,324,000 |
| Bus requirement is one: | \$ 1,700,000 | \$ 3,400,000 | \$ 3,400,000 | \$ 6,800,000 |
| Gross Overall Cost: | \$ 2,398,000 | \$ 4,640,000 | \$ 4,640,000 | \$ 9,124,000 |

The demographics served for this particular route are 8,188 in population, 12.9% elderly, 23.4% youth, and 1.8% with no vehicles. Therefore, considering the demographic of ‘no vehicles,’ this is half of that percentage presented under Alternate 1. This would suggest the potential for productivity to be less than Alternate 1. Staff is estimating productivity between 6 and 8 passengers per hour.

The resulting cost per passenger would be between approximately \$13.50 and \$27.00, not including the cost of the buses.

Alternate 3:

Spanish Springs Microtransit:

This option proposes to serve the area noted in ‘Alternate 2’ with FlexRIDE. In this option, the proposed service area is very similar to that of the Sparks FlexRIDE service scheduled for implementation in November 2019. Since the FlexRIDE service utilizes ADA equipped vans and operates curb-to-curb service, FlexRIDE does not require a complementary ADA service expansion.

The following table outlines the cost for this alternative:

| Alternate 3: | On-Demand Service Two Vans Required Curb-to-Curb | On-Demand Service Third Van Required Curb-to-Curb | On-Demand Service Fourth Van Required Curb-to-Curb |
|--|---|--|---|
| Estimate Operating Cost: | \$ 507,000 | \$ 760,500 | \$ 1,014,000 |
| Required ACCESS Service Cost: | \$ - | \$ - | \$ - |
| Total Operational Service Cost: | \$ 507,000 | \$ 760,500 | \$ 1,014,000 |
| Bus requirement is one: | \$ 280,000 | \$ 420,000 | \$ 560,000 |
| Gross Overall Cost: | \$ 787,000 | \$ 1,180,500 | \$ 1,574,000 |

With the percentage of those with ‘no vehicles’ being half of what the Sparks FlexRIDE area is, without a formal analysis staff estimates for this area the ridership per day to be less than 100, about half of what is being estimated for the Sparks FlexRIDE service.

Other Areas for Expansion Consideration:

Following is a list of areas the RTC has received requests/comments for service expansion:

- Stead/Lemmon Valley – Rated “Medium” on the “Residential Transit Oriented Index” (RTOI) Map
- Red Rock/Cold Springs – Rated “Low” to “None” on the RTOI Map
- South Reno – Rated “Low” on the RTOI Map
- Somerset – Rated “Low” on the RTOI Map
- Mogul – Rated “Medium” on the RTOI Map
- Verdi – Rated “None” on the RTOI Map
- Washoe Valley – Rated “Low” to “None” on the RTOI Map

The RTC has also received many requests to expand existing service to later in the evening on weekdays and weekends, higher frequency service on the weekends and more cross-town routes to shorten travel times. These requests come from those working at casinos and warehouses within the current service area, as employee shifts tend to end/begin just after the RIDE service ends.

Another alternative is to consider enhancing service to some of the existing routes that RTC cut during the 2007 recession. Examples include:

- Route 5 – extending service further into Sun Valley pre-recession, Washoe County School Districts new middle school – Desert Skies;
- Route 7 – earlier and later service for warehouse workers, as well as serving other warehouse facilities recently constructed;
- Route 18 – provide service in current service ‘gap’ and increase span on weekends for those working the swing and graveyard shifts at the Sparks industrial parks;
- Route 3CL – earlier and later service to accommodate shift workers;
- Route 3CC – increase service to complement Route 3CL that would provide the full service bi-directional loop, which would enhance ridership on both services.

See Attachment 3 showing the performance metrics for the routes listed above and their associated demographics.

- Route 5 and Route 3CL rank in the top ten for ‘Productivity;’
- Route 7 and Route 18 rank in the middle for ‘Productivity; and
- Route 3CC ranks at the bottom for ‘Productivity.’

Route 5 serves a residential population that works at casinos and warehouses. Route 18 serves the Sparks industrial area and a mobile home park, which tends to have a higher percentage of ‘no vehicle’ population. Routes 3CL and 3CC serve a residential area in which many work in Reno and Sparks. The possible reason for the poor performance of Route 3CC is the fact that it does not complement Route 3CL by operating during the same span of day as Route 3CL to offer the full bi-directional looped route service. Route 7 serves the warehouses in Stead where there are many who ride Route 7 to work at these warehouses, as well as a large population of students going to Truckee Meadows Community College (TMCC) and the University of Nevada, Reno (UNR).

The following table provides the associated cost to improve the services noted in this discussion of local routes that would benefit from enhanced service.

| Route: | Description: | Operational Cost | Additional Bus Req'd | Expected Performance Change |
|---------------|---|-------------------------|-----------------------------|--|
| Route 5: | Extend service to Desert Skies and return portion of route cut during 2007 recession. | \$ 300,000 | Yes | Maintain or increase current high productivity |
| Route 7: | Increase Span of Service | \$ 100,000 | No | Maintain or increase current medium productivity |
| Route 18: | Increase Span of Service and fill in service 'gap' | \$ 115,000 | No | Maintain or increase current high productivity |
| Route 3CL: | Increase Span of Service | \$ 98,000 | No | Maintain or increase current medium productivity |
| Route 3CC: | Increase Span of Service and follow Span of Route 3CL to provide full bi-directional service: | \$ 685,000 | No | Maintain or increase current low productivity |

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachments

ATTACHMENT 1

Funding:

The recession of FY2007 greatly affected the public transit budget - some routes were reduced, some routes were cut, and service was pulled back to accommodate the available funding. Since that time, sales tax revenue has increased allowing RTC for the past several years to maintain the existing level-of-service. However, with the improved economy there have been some challenges to the operation of public transportation. One of the challenges has been driver/operator retention and hiring. As previously reported, driver/operator wages were not keeping pace with the prevailing wages in the community. Therefore, RTC had to work with the operations contractor to improve the wages for the drivers/operators. The result has been an increase in the operating costs of public transportation. Farebox recovery from passengers is at 23% while RTC funds about 77% of the operating costs through sales tax revenue.

A new operations contract and contractor have been in place since July 1, 2019. The new contracted resulted in an annual increase of about 28% to the operating budget over last year (in large part due to higher wages for bus operators).

Distance from Existing Public Transit Service:

A big challenge to transit planning and transit service delivery is urban sprawl. Urban sprawl is the residential growth outside the urban core. Urban sprawl puts new residential, multi-use, commercial, and industrial properties further away from existing services, including public transit services. This inherently drives the cost of public transit service up because any new service needs to connect to the existing public transit service. Yes, for some areas it is possible to create local service; however, and inevitably the request comes to connect the outlying service with the existing urban core service. Additionally, for some of the outlying areas there are 'gaps' in which public transit service would be inefficient and unproductive. These 'gaps' in service are due to long segments in which there would be no boardings or alightings.

Density:

The most effective public transit services in the world typically have one common theme: they serve dense populations. Density is the number of people per an area - when this value is high, the effectiveness and efficiency of public transit service is high. Examples include New York City, Chicago, Los Angeles, and other similarly sized cities. Density is created by projects that cause people to live in close proximity to one another, like housing divisions that have little land between them, multi-family facilities like apartments or condos, and high-rise residential projects.

For areas with spacious land housing projects, density is reduced. The more density is reduced, typically, the more inefficient and ineffective public transit service becomes. Public Transportation and Operations planning staff uses a tool known as the "Residential Transit Oriented Index" or RTOI for short, to help understand what areas in this community would tend to have an efficient and effective public transit service. One of the elements in this 'Index' is density, amongst four other demographics (population, elderly, youth, and zero vehicle). Please refer to the "Residential Transit Oriented Index" document below for more details.

Area demographics (minority, poverty, no cars, etc.):

The demographics of an area provide insight into how well a public transit service is utilized by the community. The demographics that have a propensity for using public transit services are:

- Population (part of the 'Density' discussion above);
- Zero Vehicle Households
- Elderly Population (65 years and older)
- Youth Population (under 18 years)
- Residential Density (Population per square mile)

As previous noted, 'Density' is a large component of public transit service use and is tied to population, and represented as the number of people per square mile. The next component is the 'Zero Vehicle Household' population followed by the 'Elderly Population.' The elderly are less likely to drive and in some cases cannot afford to drive at all. Next is the 'Youth Population,' a unique demographic in which many rely on other means of transportation. Those able to drive are not compelled to drive or choose not to own an automobile for various reasons. For the remainder, they must rely on other means, including public transit. To ensure an effective and efficient public transit service, you must consider all of these contributing factors.

Street Network:

Urban planning tends to deter public transit ridership. Communities like Spanish Springs were and are designed to be esthetically pleasing. However, the features making these communities esthetically pleasing are the same features preventing public transit ridership. Below is a brief list of features preventing public transit ridership:

- Circuitous street networks;
- Meandering sidewalks;
- Sound walls; and
- Gated communities;

Public transit passengers prefer straighter lines of travel; therefore, the circuitous street networks make for longer ride times and meandering sidewalks tend to increase the distance a pedestrian must travel. Furthermore, if those sidewalks follow the circuitous street network, the pedestrian is subject to a longer walk and forces public transit to stay on the main arterials. Sound walls and gated communities further impede a pedestrian's walk and cause a pedestrian to walk significantly more to obtain a path leading outside the neighborhood to the main arterial to access the nearest transit line. Combining these factors tends to lead to poor public transit access and; therefore, poor transit ridership.

Availability of Buses to supply any proposed service:

Currently, the RTC RIDE fleet is adequately sized to operate all current routes and service. Service expansion will require additional buses to provide the new service. Service expansion can be as simple as adding additional route length to an existing route or implementing an entirely new service. Under either circumstance, additional buses are required. Each new bus costs approximately \$850,000 and takes roughly 18 months from start of order to delivery. Therefore, if a service expansion requires two buses the resulting cost could be approximately \$1.7 million with a later 2021 vehicle delivery.

Residential Transit Oriented Index

(From the 2018 – 2022 Short Range Transit Plan (SRTP))

The RTOI compares census block groups within a given geographic area to one another with respect to five key demographics related to propensity to use transit. The data source for all variables is the 2014 American Community Survey five-year data:

- Population in poverty, as measured by the Census Bureau
- Zero vehicle households
- Elderly population (age 65 and over)
- Youthful population (under age 18)
- Residential density (population per square mile)

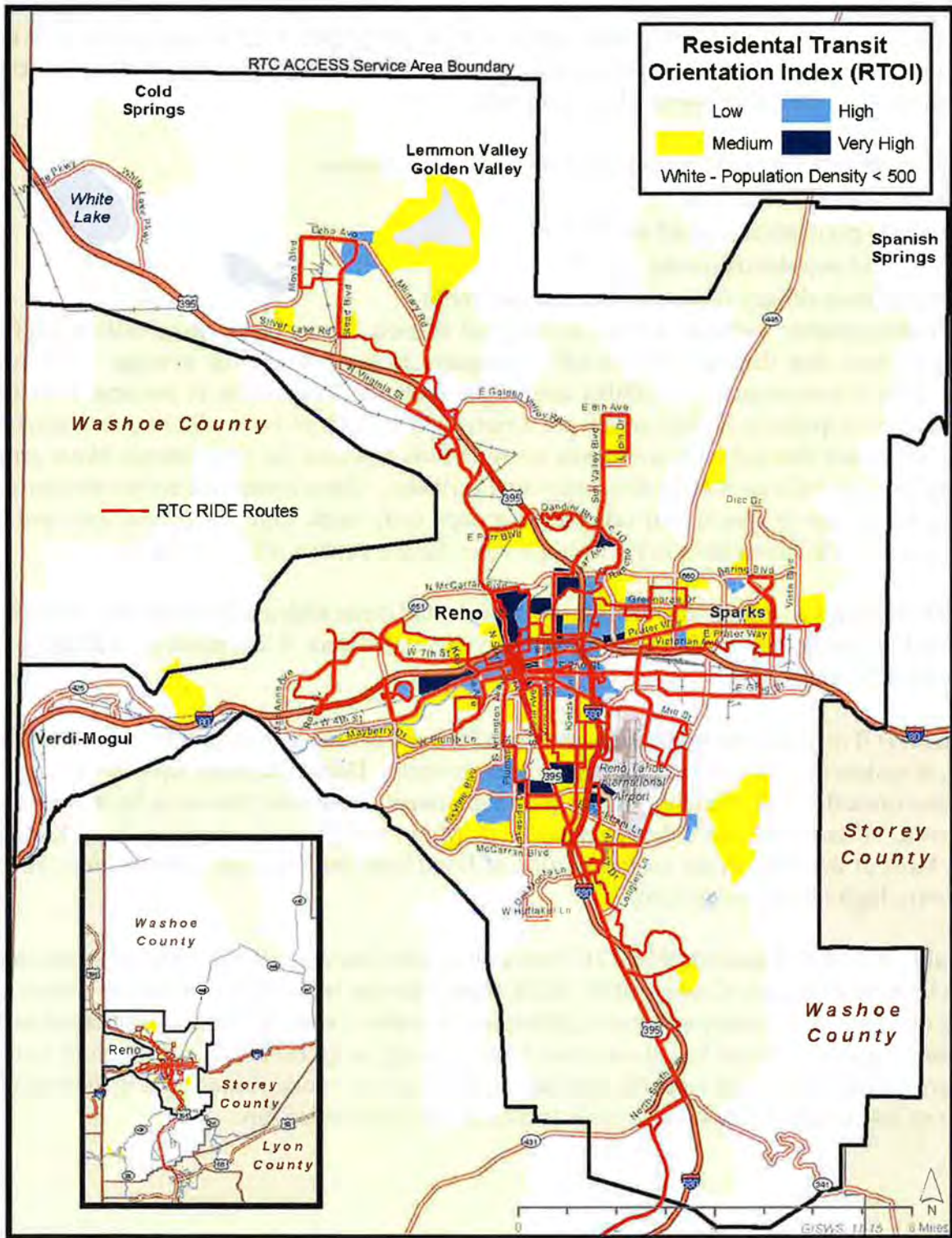
For each demographic variable, a score is assigned to each census block group within the County based upon how that demographic variable compares to the countywide average. The score is derived using a comparative probability estimation method. Population in poverty, zero vehicle household, and population density scores are weighted by a factor of two, reflecting their importance in terms of transit ridership. A composite score is then obtained for each census block group by summing the scores for each of the five individual variables. These composite scores are then ranked and assigned to one of five transit orientation groups (very high, high, moderate, low, and other) based upon how each compares to the average score for the service area as a whole.

The RTOI provides an effective tool to identify residential areas with a high propensity to use transit. When used in conjunction with operating and service-related data, it can assist in evaluating unmet needs within the study area.

When the RTOI is presented as a map, as shown in Figure 1 below, including RTC routes for Washoe County, it is clear that RTC serves the region appropriately. Dark blue areas represent a ‘very-high’ orientation toward transit. Neighborhoods with high transit orientation (shown in light blue) are also well served. These areas are either adjacent to or within a short walk of one or more RTC RIDE routes. Most of the areas in the central portion of Reno between Keystone Avenue and I-580 show high or very high transit orientation.

The results of the RTOI indicate that RTC does a good job of serving all of the highly transit oriented areas in Reno and Washoe County. RTC RIDE transit service is available directly or within a short walking distance in all transit-oriented neighborhoods within its service area. Experience with this tool at other transit systems has shown that routes serving neighborhoods with high or very high transit orientation have high ridership and strong productivity while routes in neighborhoods with medium or low transit orientation struggle to attract and retain ridership.

Figure 4.1
Washoe County Residential Transit Orientation Index



Attachment 2

New Route Analysis

Northern Sparks/Spanish Springs

June 26, 2019

Prepared by: Michael Dulude, Transit Planner / Scheduler

Purpose:

This analysis was prepared based on RTC Board member items from the June 20, 2019 Board meeting. In which both Commissioner Smith and Commissioner Hartung requested staff to look into supplying public transit service to other areas and specifically called out Spanish Springs. Additionally, Commissioner Hartung called out a specific line-of-route from Sparks Boulevard and Baring Drive to Vista Drive, Los Altos Parkway, and Galleria Drive via Disc Drive.

Background:

Over the years the northern Sparks area, otherwise known as Spanish Springs has grown immensely and recently has grown even more as the Tahoe-Reno Industrial Center continues to expand. With that expansion comes the question as to “why isn’t there public transit service in Spanish Springs?” There are several different reasons why expansion of public transit service has not occurred to the Spanish Springs community as well as to other communities in the Truckee Meadows. These are some of the reasons:

- Funding is first and foremost;
- Distance from other existing transit service, which increases cost;
- Density;
- Area demographics (Minority, Poverty, No Cars, etc.);
- Urban planning (street network, community layout); and
- Availability of equipment to supply any proposed service.

There is of course the added cost to provide the Americans with Disabilities Act (ADA) complementary paratransit service (RTC ACCESS) to the area. Generally, based on the adopted FY 2020 budget, there is an add-on of 28.65% to any new fixed route service to account for the cost to operate RTC ACCESS for the same area.

The recession of FY 2007 affected the public transit budget greatly some routes were reduced, some routes were cut, and service was pulled back to accommodate the available funding. Since that time the sales tax revenue has increased and the RTC has been able to maintain the level-of-service for several years. However, with the improved economy there have been some pitfalls to the operations of public transportation. One of the pitfalls has been driver/operator retention and hiring. As was previously noted to the Board the current driver/operator wages were not keeping pace with the prevailing wages in the community. Therefore, the RTC had to work with the operations contractor to improve the wages to the drivers/operators. The result has been an increase in operating costs of public transportation.

Furthermore, a new operations contract and contractor has been put into place as of July 1, 2019. The result of this event (mostly due to the higher staff wages) is an annual increase of about 28% to the operating budget over last year.

This is just a brief overview of what has stood in the way of expanding service to other areas in the Truckee Meadows.

The Proposed Route (as indicated by Commissioner Hartung):

Per Commission Hartung's proposed route, he indicated this specific line-of-route:

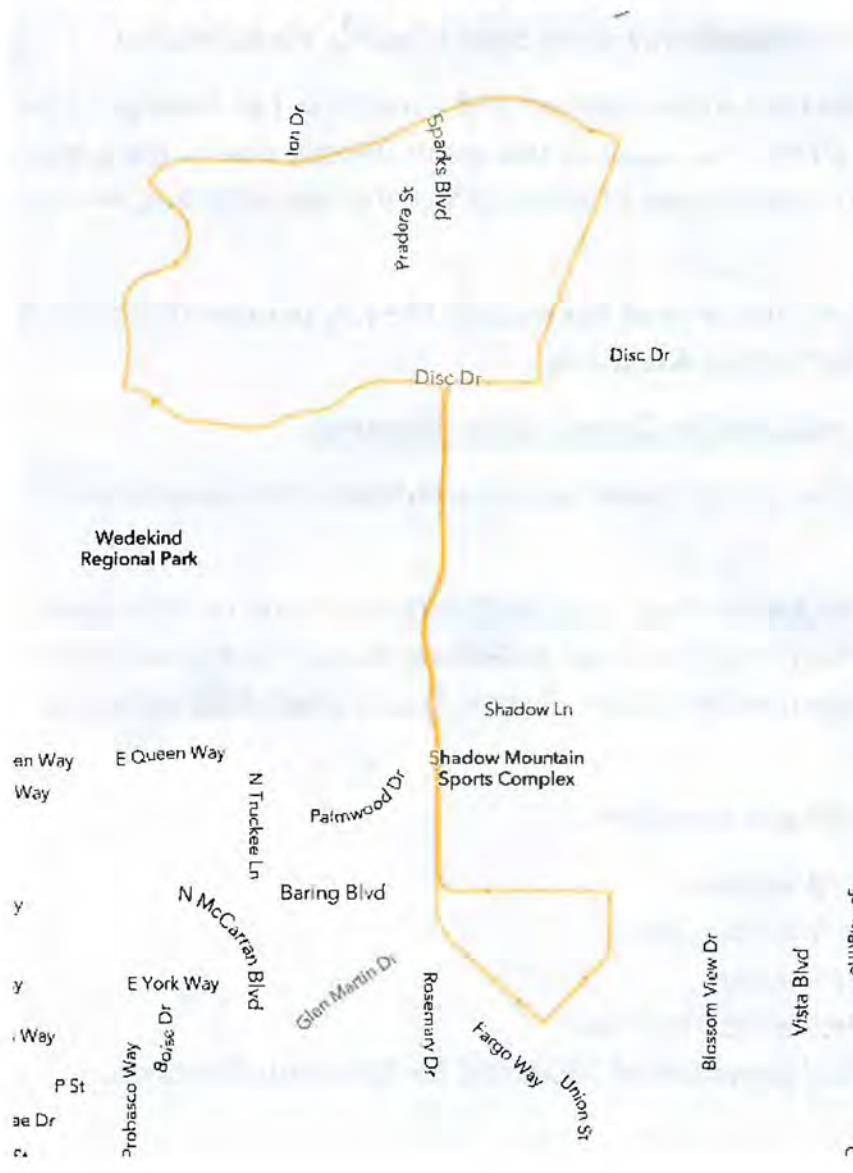
"Baring Blvd. - Down Sparks Blvd. - East on Disc Drive - North on Vista (past the DaVita) - West on Los Altos - Down to Galleria Pkwy. - Turn South again on Galleria - East again on Disc Drive - Back to Sparks Blvd - Back to Baring Blvd."

Following are operating assumptions:

- 6 am to 7 pm Weekdays,
8 am to 7 pm Saturday, and
8 am to 7 pm Sunday;
- 60-minute Headways every day;
- Requires 1-vehicle (valued at \$800,000) for 60-minute headway.

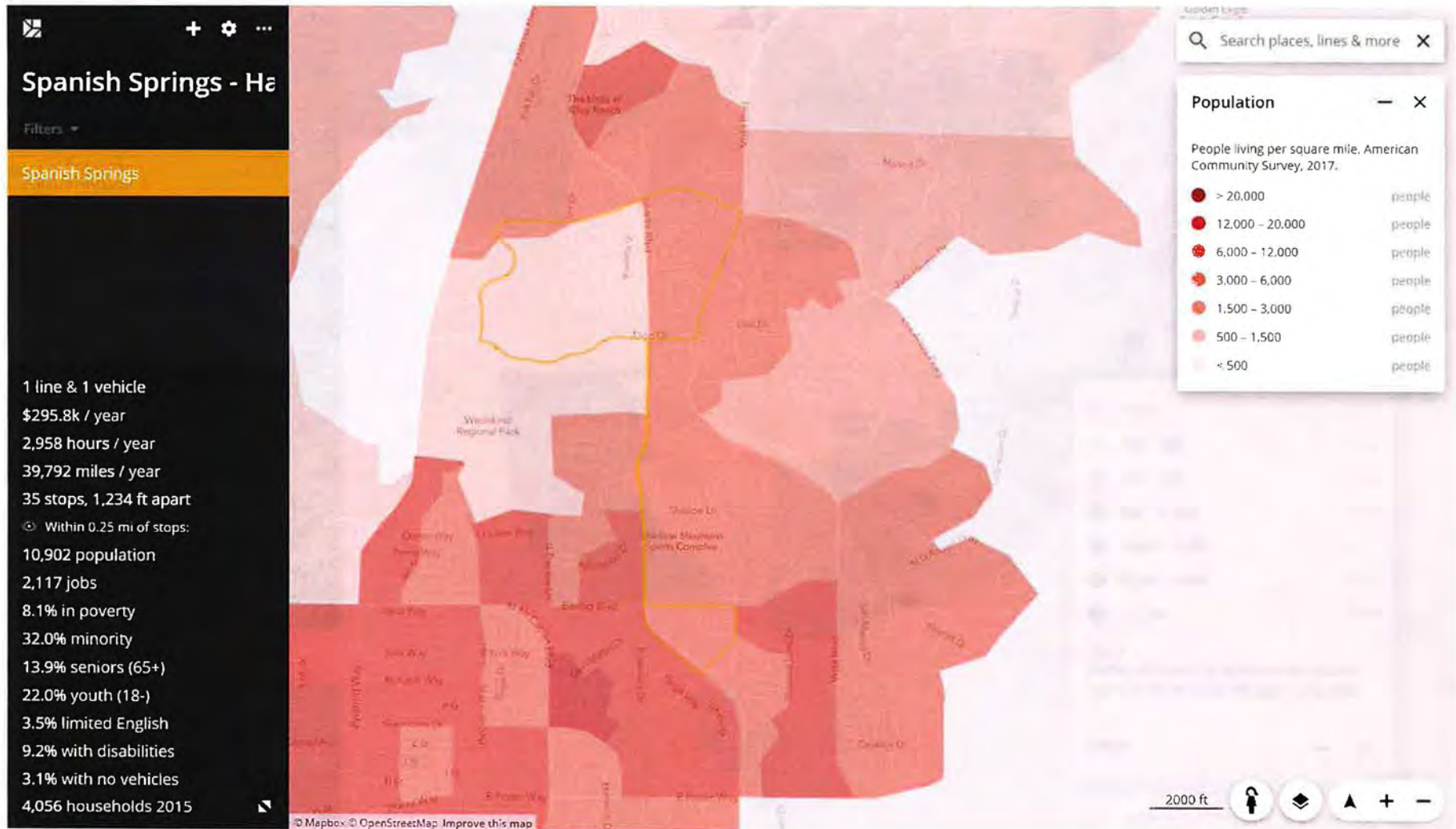
Based on these operating parameters the estimated annual cost for the fixed-route bus service would be approximately \$300,000 (60-minute Headways). Please note if 30-minute headway service is desired, the operating cost will double and there will be a need for one more bus. Add the one-way loop discussion and costing here additionally based on the ancillary cost of RTC ACCESS, there will be an add-on of about \$86,000 (28.65% of \$300,000) annually for RTC ACCESS.

Below is a map of the proposed route with route statistics regarding operations and associated demographics:



- 8.14 miles
- 1 vehicle - Bus
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- Within 0.25 mi of stops.
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015

Following are maps of the demographics noted in the table above:



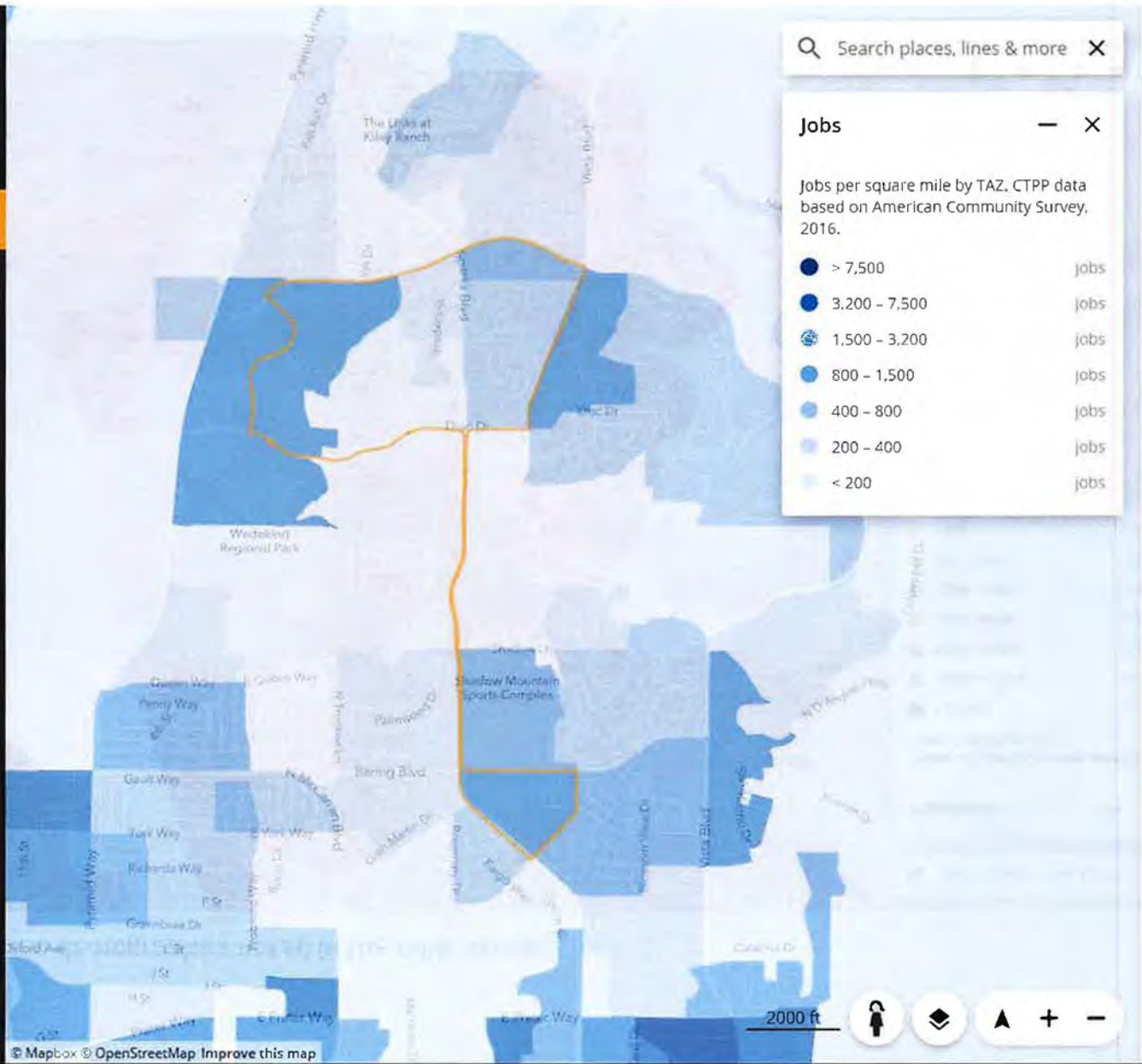


Spanish Springs - Ha

Filters ▾

Spanish Springs

1 line & 1 vehicle
 \$295.8k / year
 2,958 hours / year
 39,792 miles / year
 35 stops, 1,234 ft apart
 Within 0.25 mi of stops:
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 4,056 households 2015



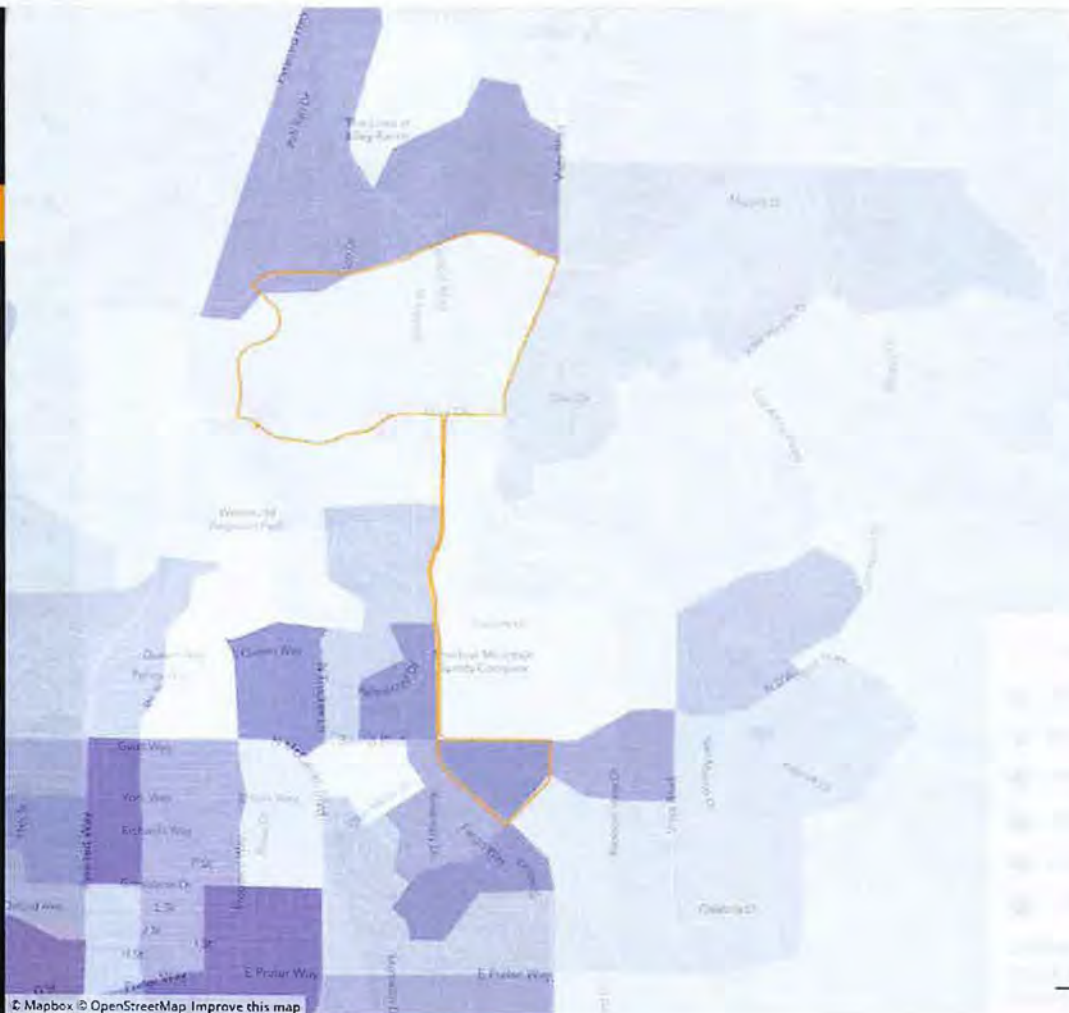
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Spanish Springs - Ha

Filters

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 4,056 households 2015



Search places, lines & more

Poverty

People per square mile falling below the nation-wide poverty level. American Community Survey, 2017.

- > 5,000 people
- 2,000 - 5,000 people
- 1,000 - 2,000 people
- 500 - 1,000 people
- 250 - 500 people
- 100 - 250 people
- < 100 people

2000 ft

Mapbox © OpenStreetMap Improve this map

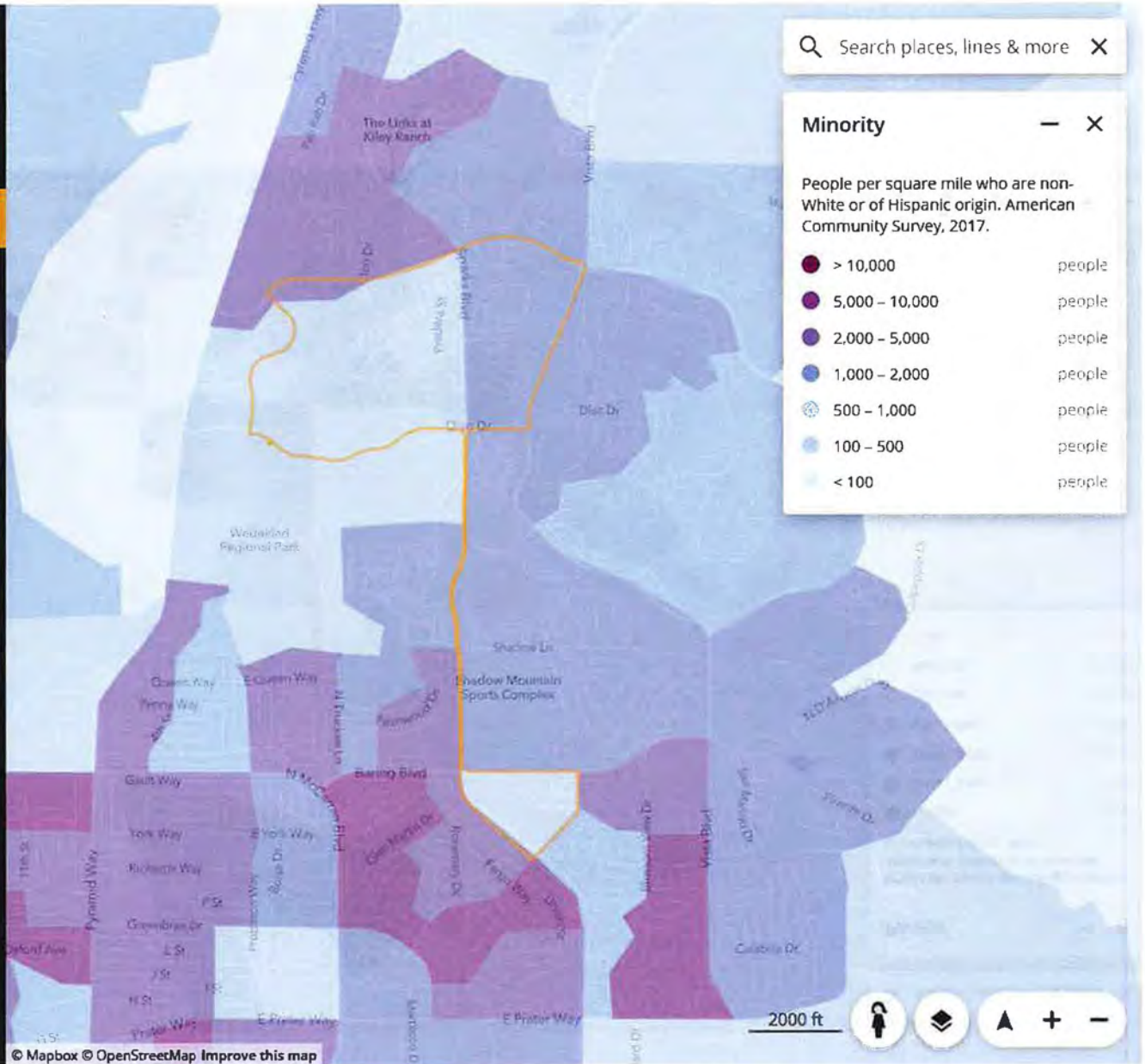


Spanish Springs - Ha

Filters ▾

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 4,056 households 2015

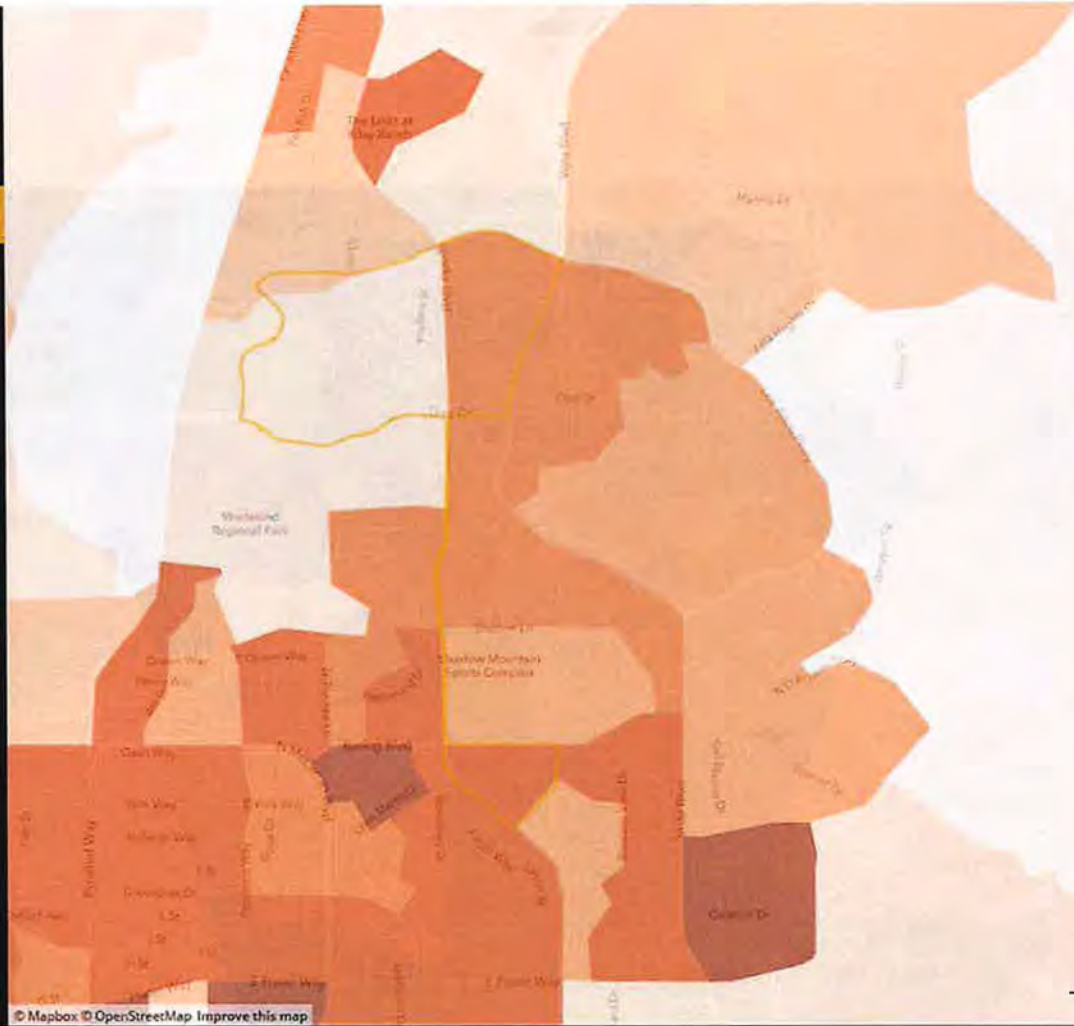


Spanish Springs - Ha

Filters ▾

Spanish Springs

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3.1% with no vehicles
4,056 households 2015



Golden Eagle

Search places, lines & more X

Senior X

People per square mile who are 65 years or older. American Community Survey, 2017.

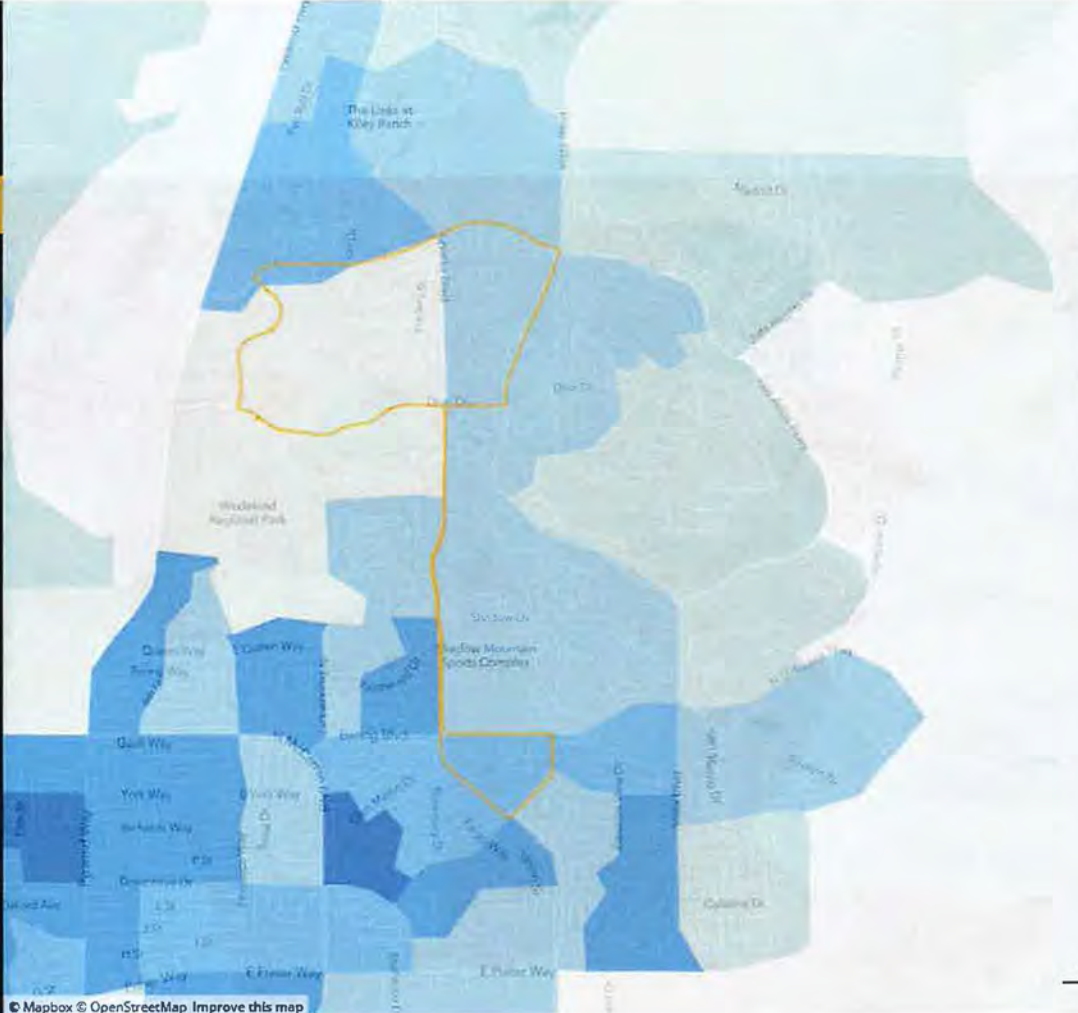
| | |
|-------------|--------|
| > 1,800 | people |
| 900 - 1,800 | people |
| 600 - 900 | people |
| 400 - 600 | people |
| 200 - 400 | people |
| 50 - 200 | people |
| < 50 | people |

Spanish Springs - H

Filters ▾

Spanish Springs

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 3.1% with no vehicles
 4,056 households 2015



Search places, lines & more ✕

Youth — ✕

People per square mile who are 18 years or younger. American Community Survey, 2017.

- > 3,000 people
- 1,500 - 3,000 people
- 1,000 - 1,500 people
- 700 - 1,000 people
- 350 - 700 people
- 100 - 350 people
- < 100 people

2000 ft

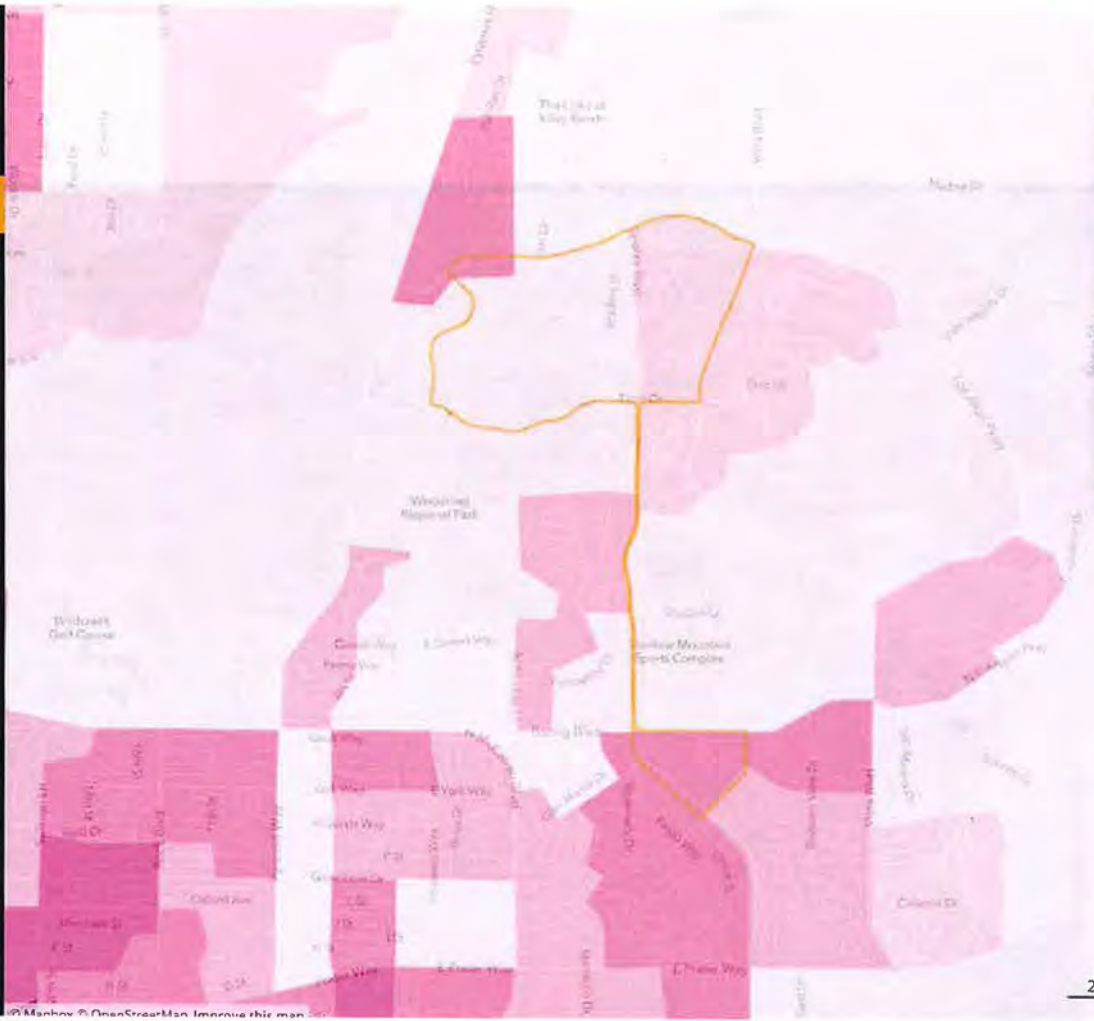
Map navigation controls: Home, Location, Compass, Zoom In (+), Zoom Out (-)

Spanish Springs - Ha

Filters

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 4,056 households 2015



Search places, lines & more

Limited English

Households per square mile with limited English speaking status, American Community Survey, 2017.

| | |
|-------------|------------|
| > 1,200 | households |
| 900 - 1,200 | households |
| 450 - 900 | households |
| 150 - 450 | households |
| 50 - 150 | households |
| 25 - 50 | households |
| < 25 | households |

2000 ft

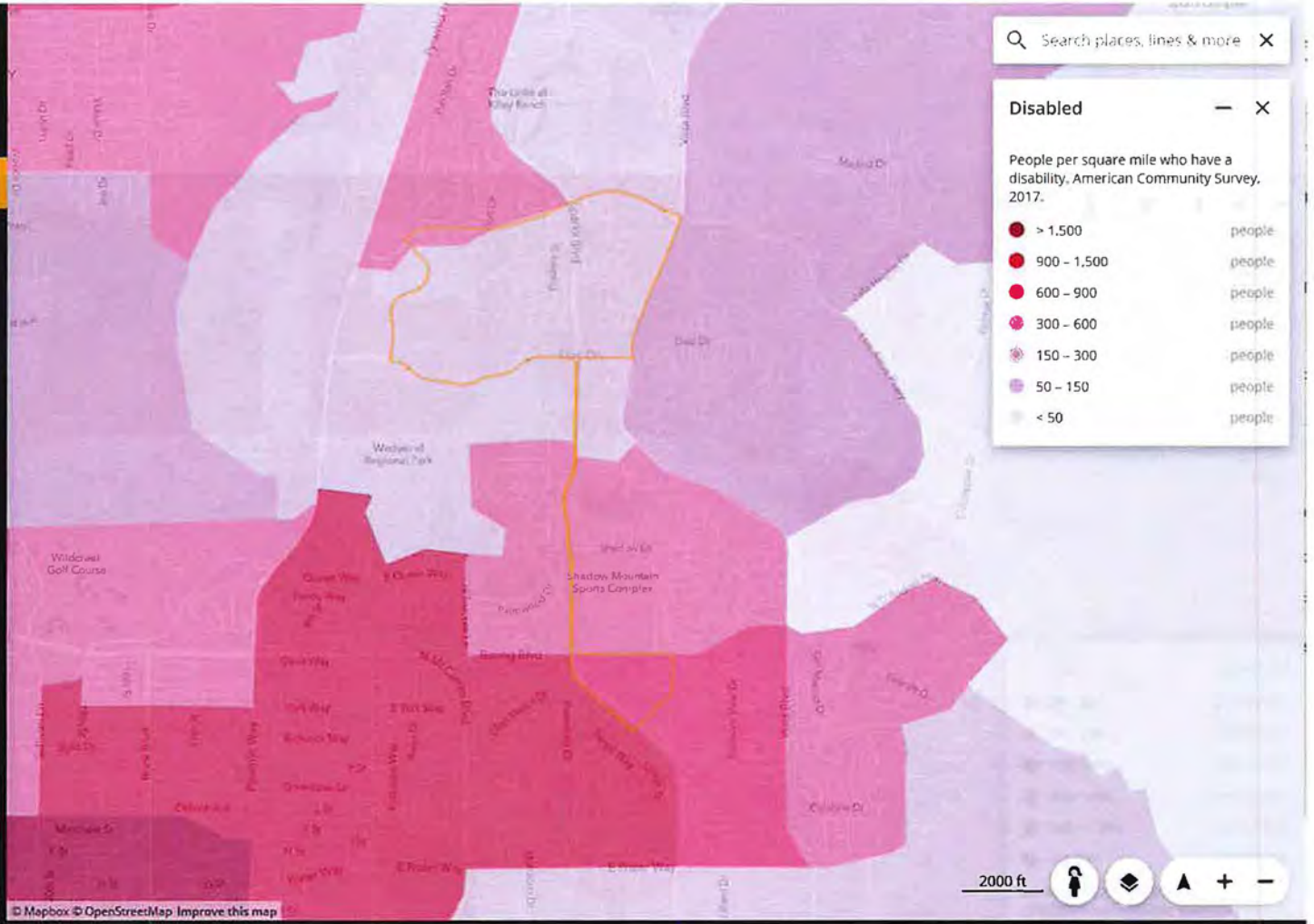
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Spanish Springs - Ha

Filters ▾

Spanish Springs

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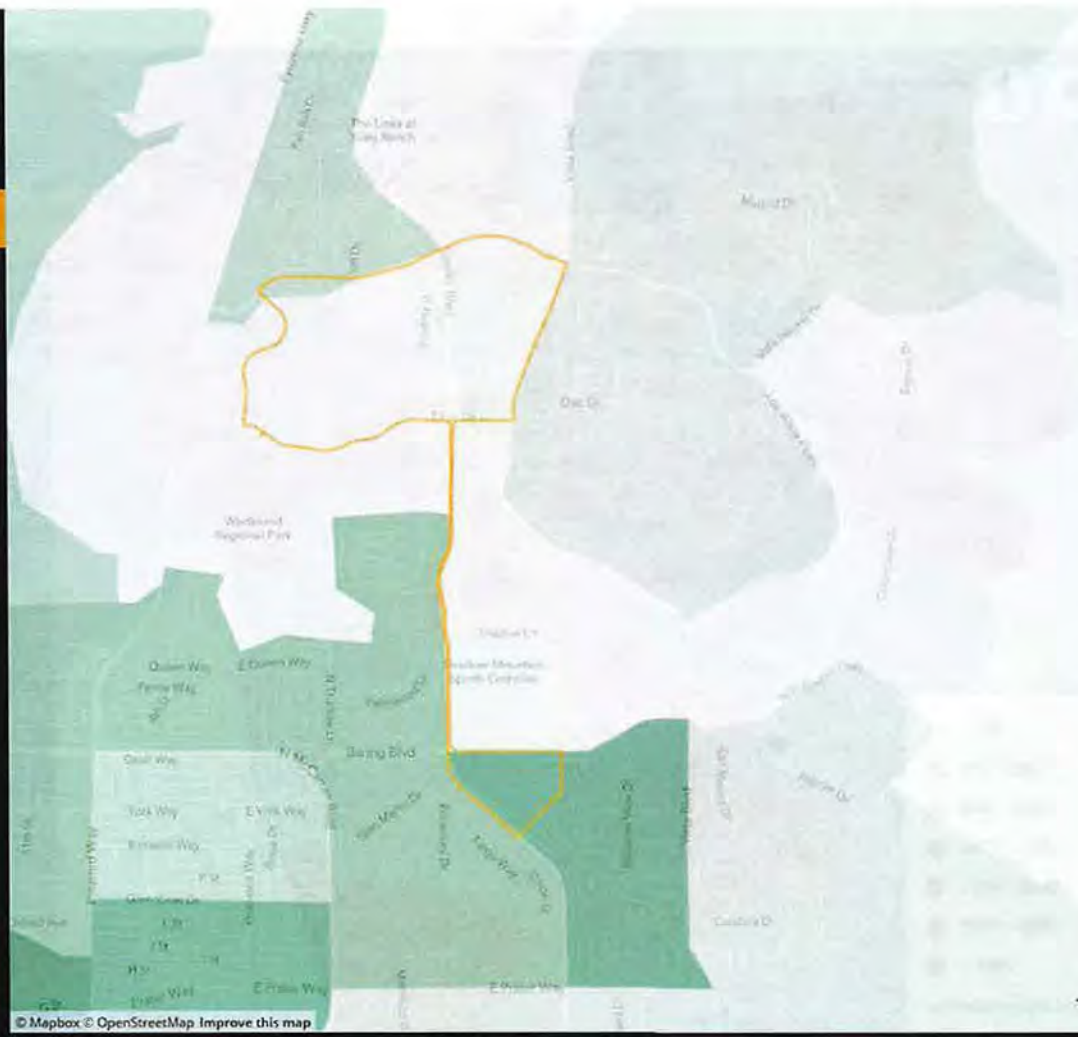


Spanish Springs - Ha

Filters ▾

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 4,056 households 2015



Search places, lines & more

Car Free

Households per square mile with no vehicle available. American Community Survey, 2017.

| | |
|-------------|------------|
| > 1,000 | households |
| 300 - 1,000 | households |
| 150 - 300 | households |
| 90 - 150 | households |
| 45 - 90 | households |
| 15 - 45 | households |
| < 15 | households |

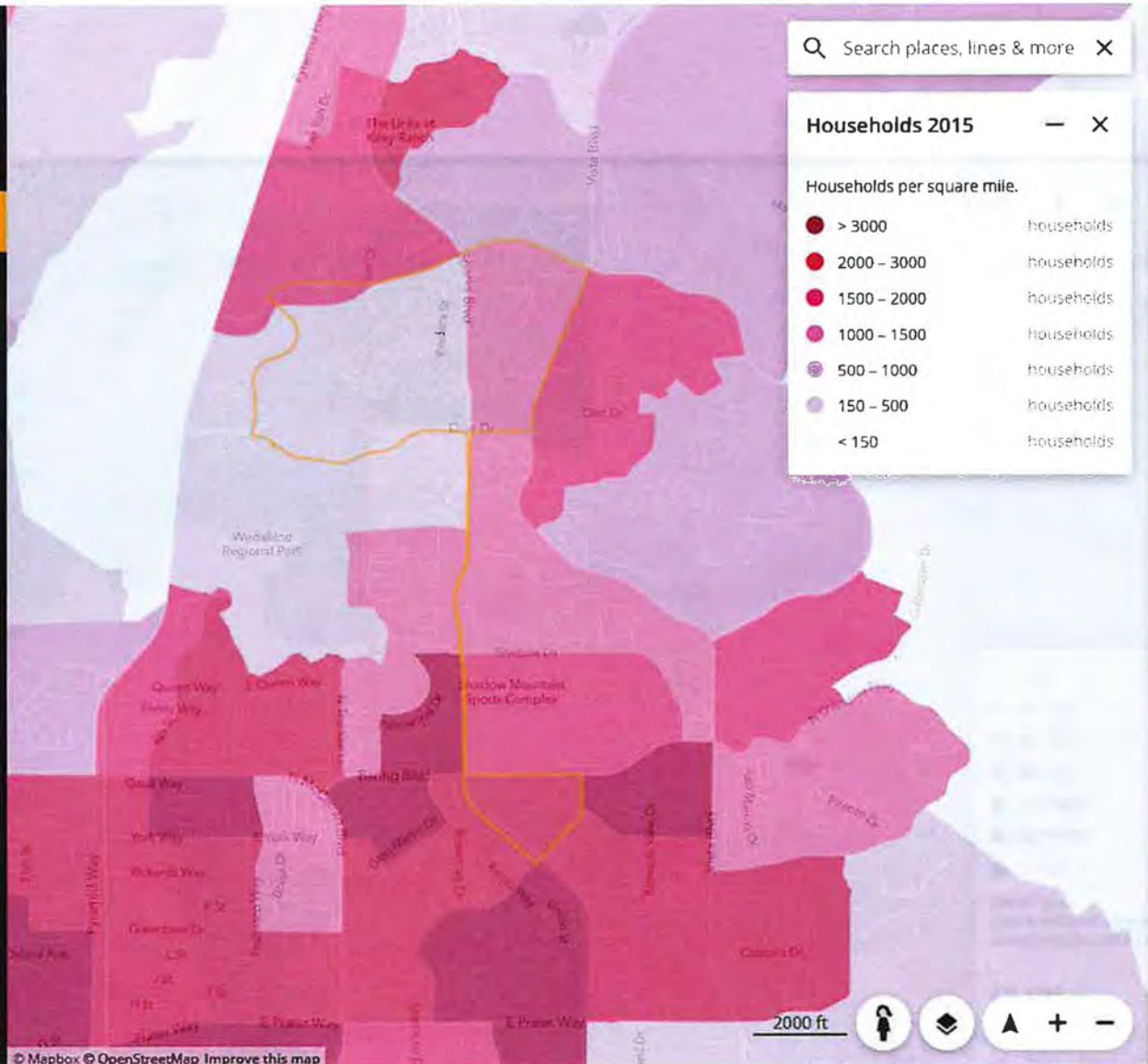


Spanish Springs - Ha

Filters ▾

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Route Comparison to Estimate Ridership and Performance:

A typical method used in public transit route planning is to compare any new potential route with an existing route in the system that closely compares to the proposed route's population, jobs, and household demographics.

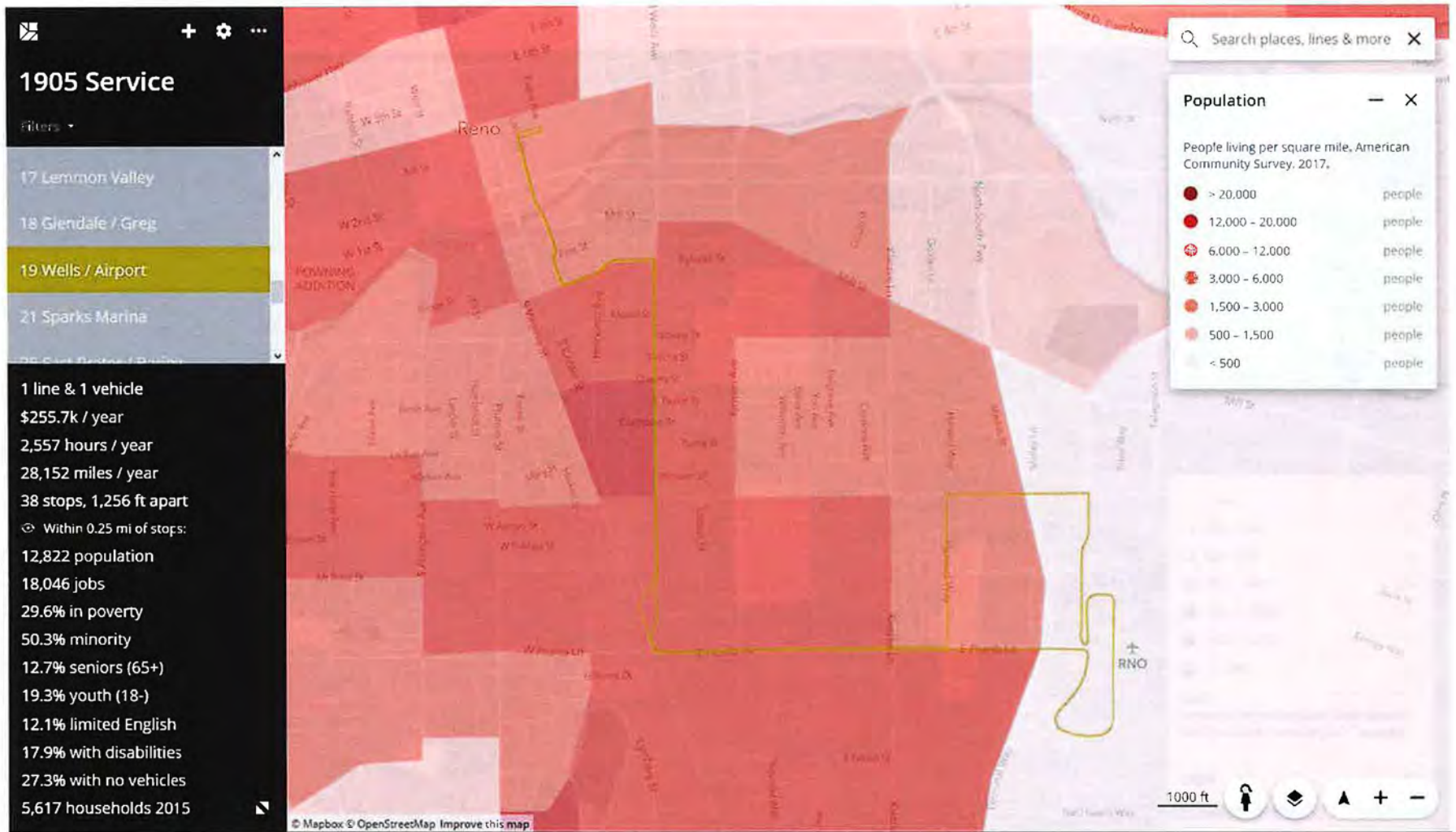
For this comparison, staff believes that Route 19 closely compares to the proposed route. This route is not the only route that closely compares; Route 26 in Sparks is another. Route 19 has the following line-of-route:

Lake Street to Liberty/Ryland Streets to Wells Avenue, to South Virginia Street, to Plumb, circulating through the Reno-Tahoe International Airport, to north on Terminal Way, west on Vassar Street, to south on Harvard, back to Plumb, where the route returns to 4TH STREET STATION via South Virginia Street, to Wells, to Ryland/Liberty Streets, to Lake.

Route 19 is a currently well-established route and is currently one of RTC RIDE services with poor performance, ranking near the bottom of all RTC RIDE local services. Route 19 currently operates Monday through Friday at 60-minute headways from 6:45 am to 6:35 pm. There is no Saturday or Sunday service.

Following is a map of Route 19 statistics regarding operations and associated demographics:

Following are maps of the demographics noted in the table above:

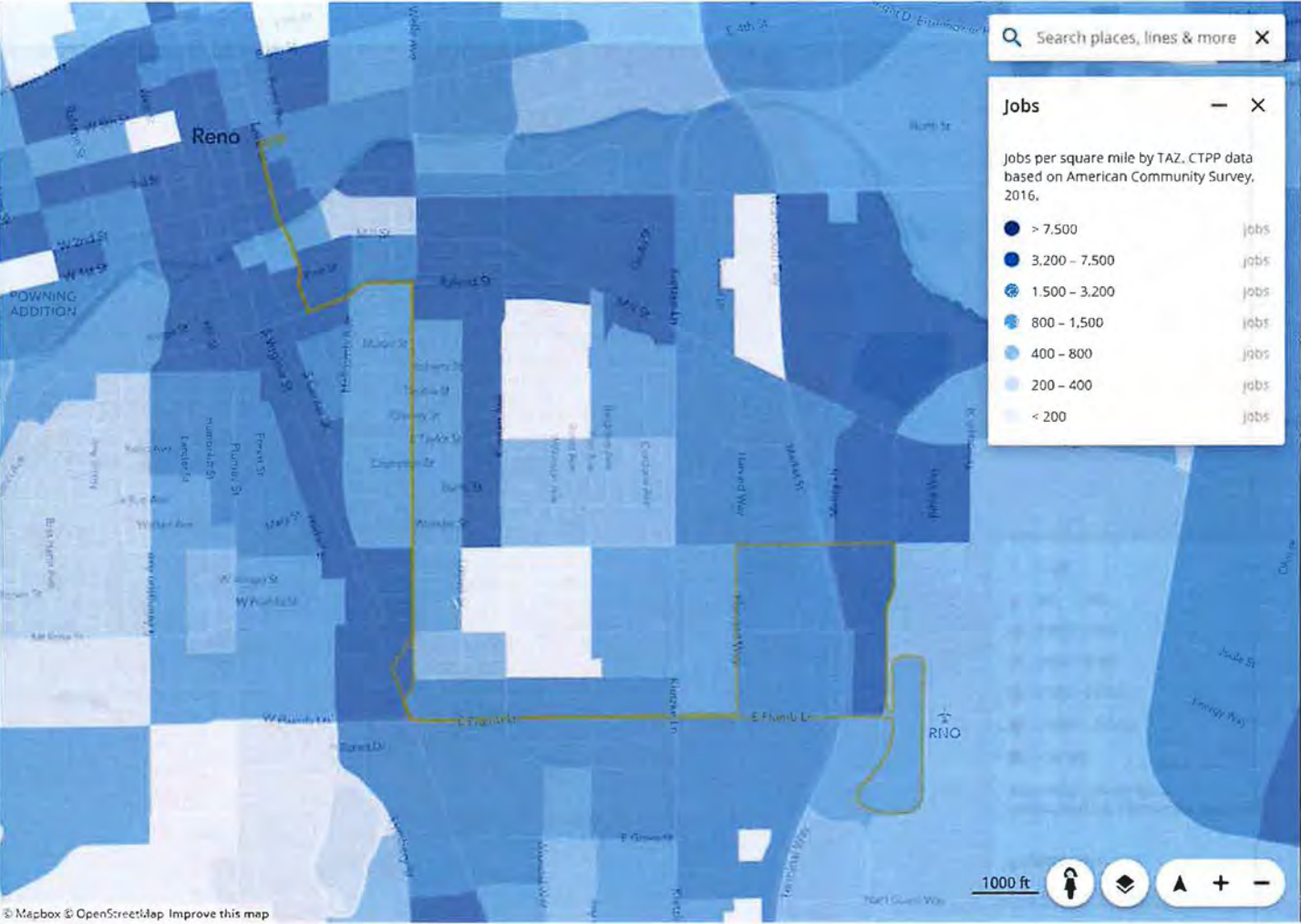


1905 Service

Filters ▾

- 17 Lemmon Valley
- 18 Glenade / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Reno / Dayton

1 line & 1 vehicle
 \$255.7k / year
 2,557 hours / year
 28,152 miles / year
 38 stops, 1,256 ft apart
 ☉ Within 0.25 mi of stops:
 12,822 population
 18,046 jobs
 29.6% in poverty
 50.3% minority
 12.7% seniors (65+)
 19.3% youth (18-)
 12.1% limited English
 17.9% with disabilities
 27.3% with no vehicles
 5,617 households 2015



1905 Service

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport
- 21 Sparks Marina

1 line & 1 vehicle
 \$255.7k / year
 2,557 hours / year
 28,152 miles / year
 38 stops, 1,256 ft apart
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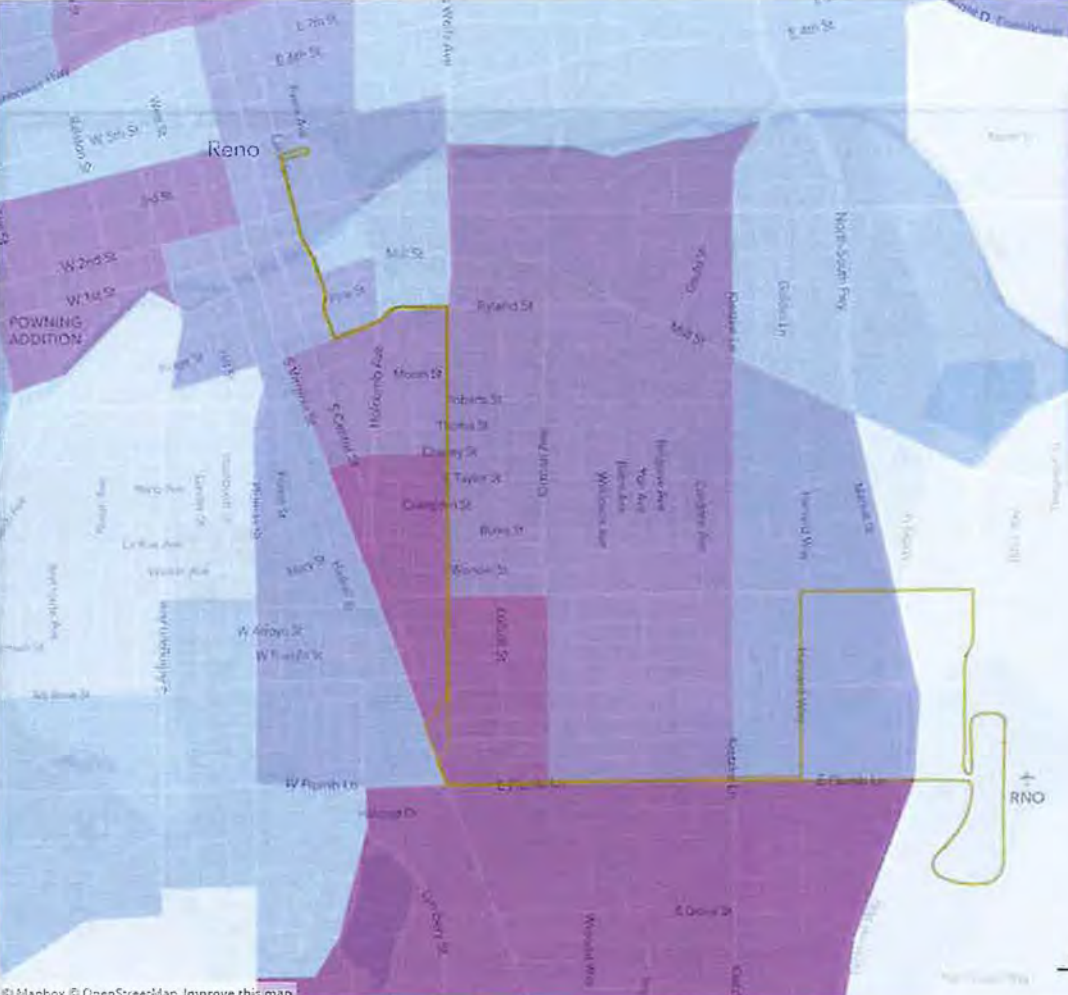


1905 Service

Filters +

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Search places, lines & more X

Minority - X

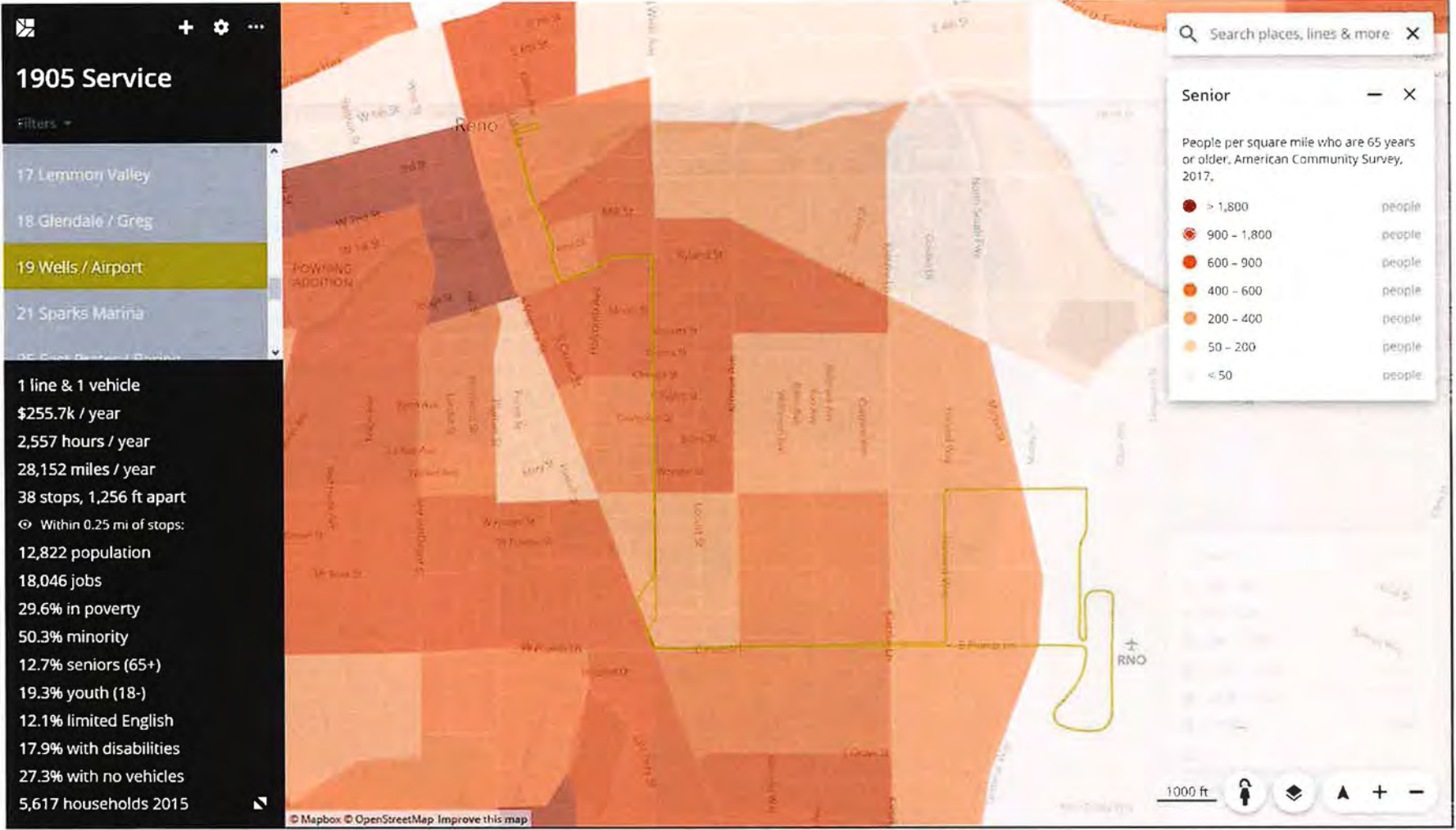
People per square mile who are non-White or of Hispanic origin, American Community Survey, 2017.

- > 10,000 people
- 5,000 - 10,000 people
- 2,000 - 5,000 people
- 1,000 - 2,000 people
- 500 - 1,000 people
- 100 - 500 people
- < 100 people

© Mapbox © OpenStreetMap. Improve this map

1000 ft

Map navigation controls: Home, Location, Compass, Zoom In, Zoom Out



1905 Service

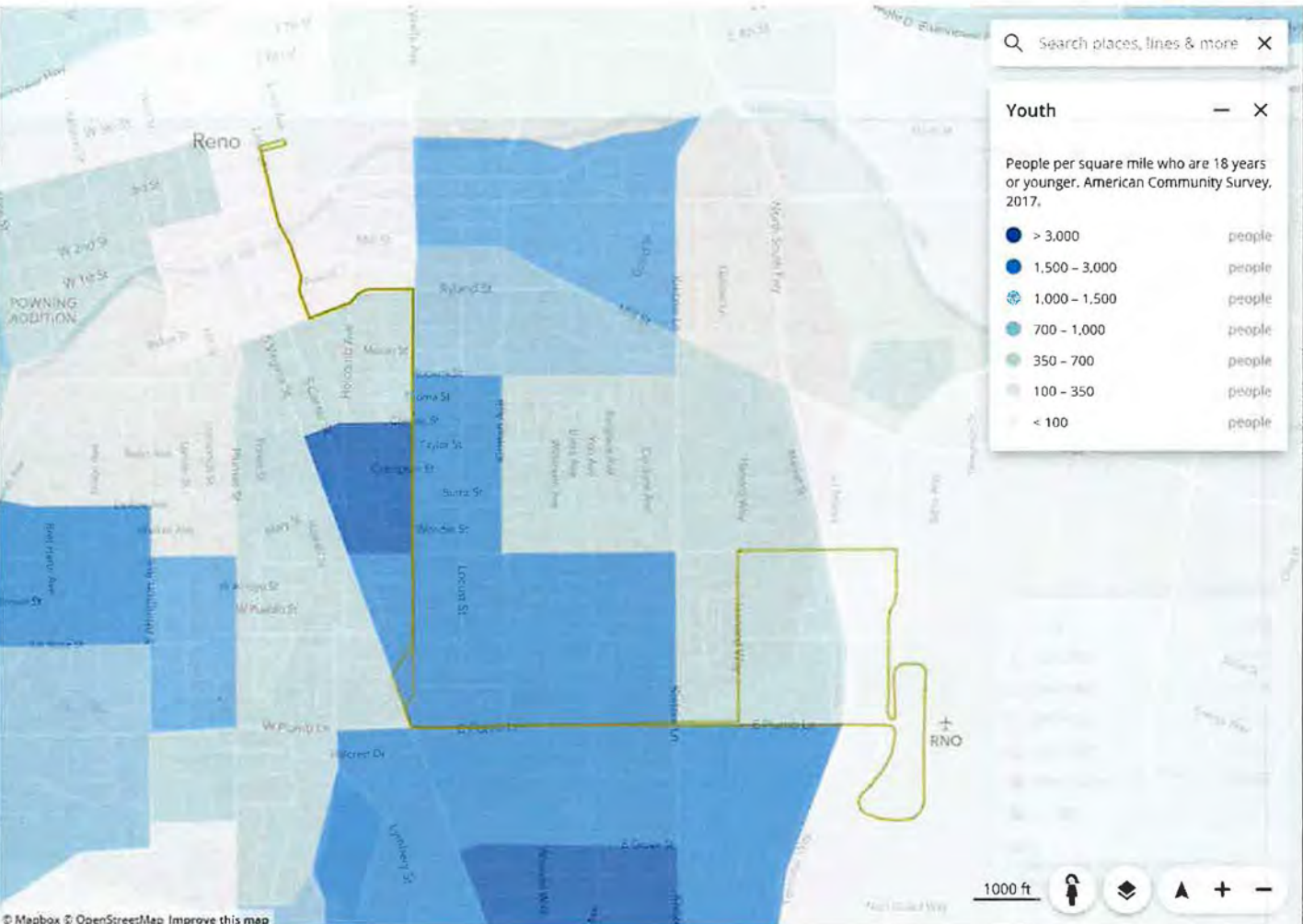
Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 Park District / Center

1 line & 1 vehicle
 \$255.7k / year
 2,557 hours / year
 28,152 miles / year
 38 stops, 1,256 ft apart

⊙ Within 0.25 mi of stops:

- 12,822 population
- 18,046 jobs
- 29.6% in poverty
- 50.3% minority
- 12.7% seniors (65+)
- 19.3% youth (18-)
- 12.1% limited English
- 17.9% with disabilities
- 27.3% with no vehicles
- 5,617 households 2015

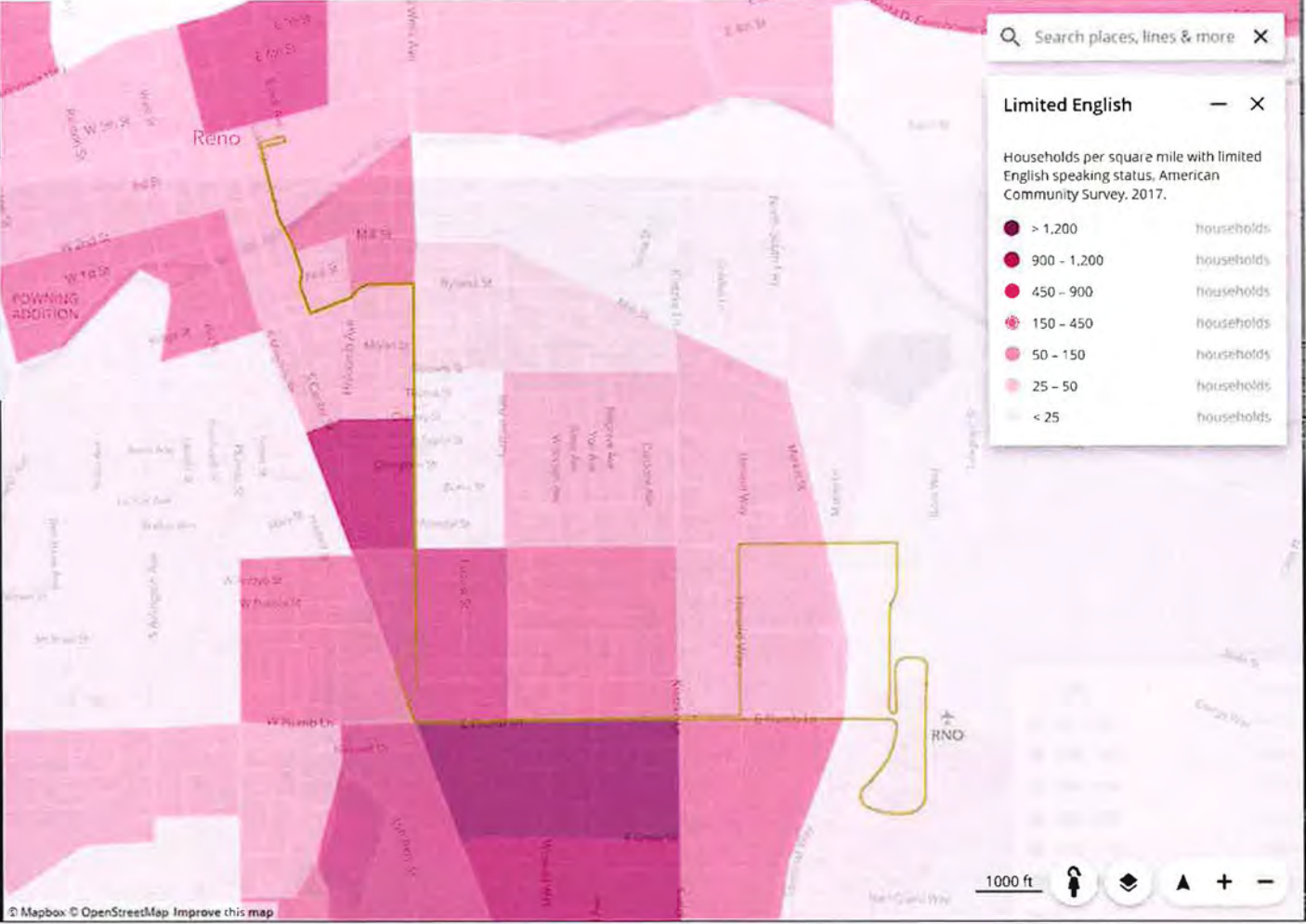


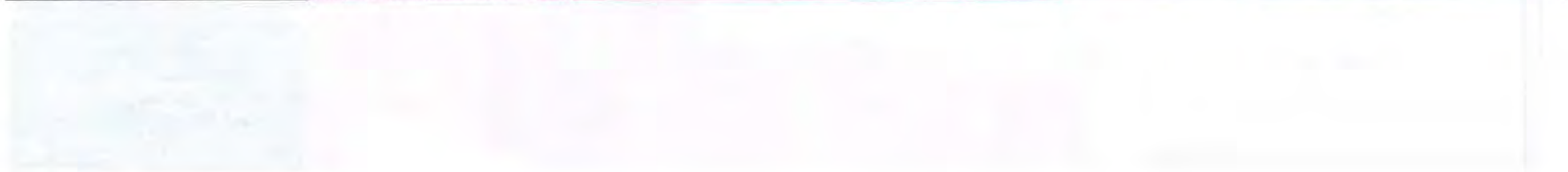
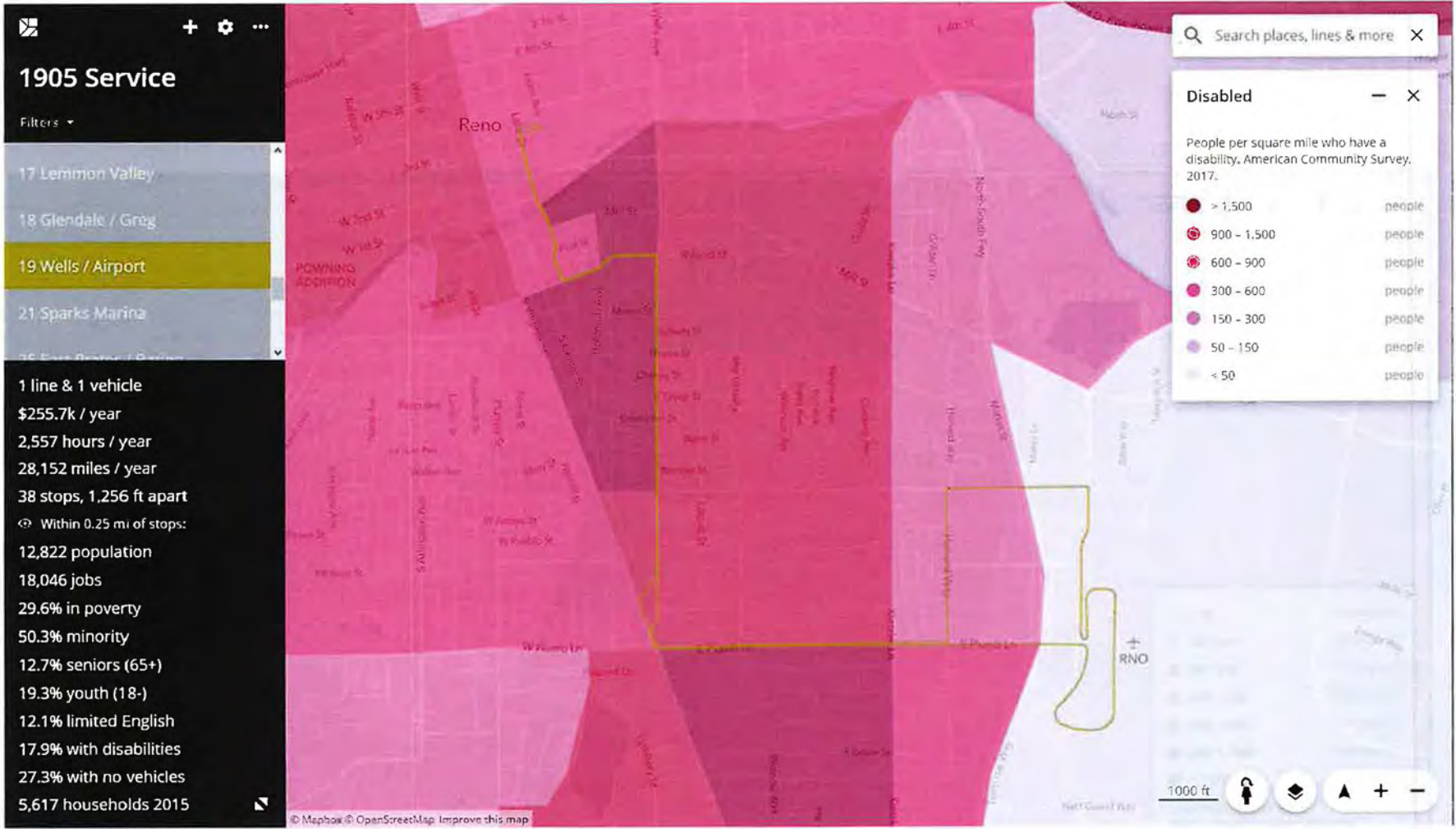
1905 Service

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Overton / Parkway

1 line & 1 vehicle
 \$255.7k / year
 2,557 hours / year
 28,152 miles / year
 38 stops, 1,256 ft apart
 Within 0.25 mi of stops:
 12,822 population
 18,046 jobs
 29.6% in poverty
 50.3% minority
 12.7% seniors (65+)
 19.3% youth (18-)
 12.1% limited English
 17.9% with disabilities
 27.3% with no vehicles
 5,617 households 2015



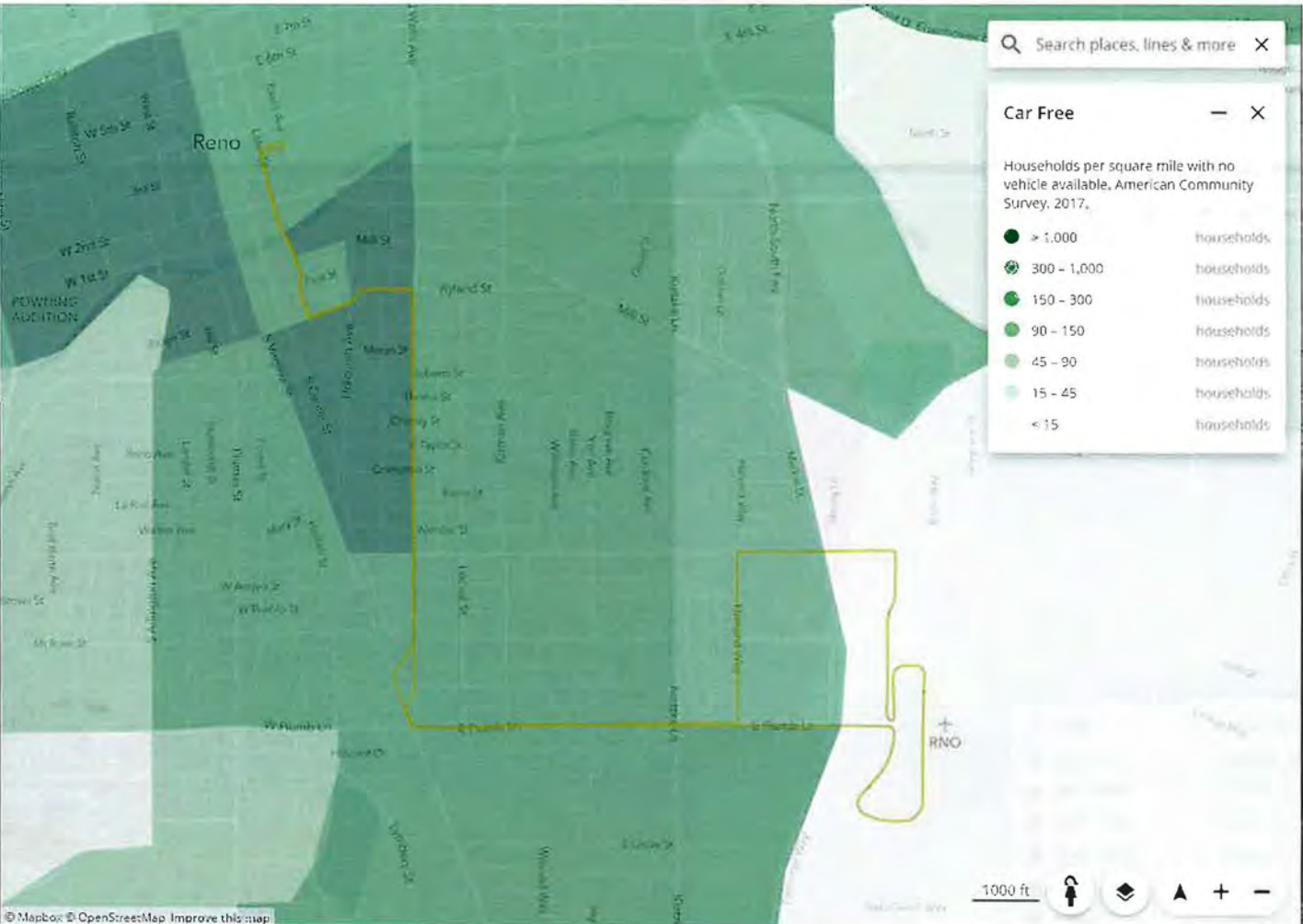


1905 Service

Filters ▾

- 17 Lumdon Valley
- 18 Glendale / Greg
- 19 Wells / Airport
- 21 Sparks Marina

1 line & 1 vehicle
\$255.7k / year
2,557 hours / year
28,152 miles / year
38 stops, 1,256 ft apart
 Within 0.25 mi of stops:
12,822 population
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17.9% with disabilities
27.3% with no vehicles
5,617 households 2015

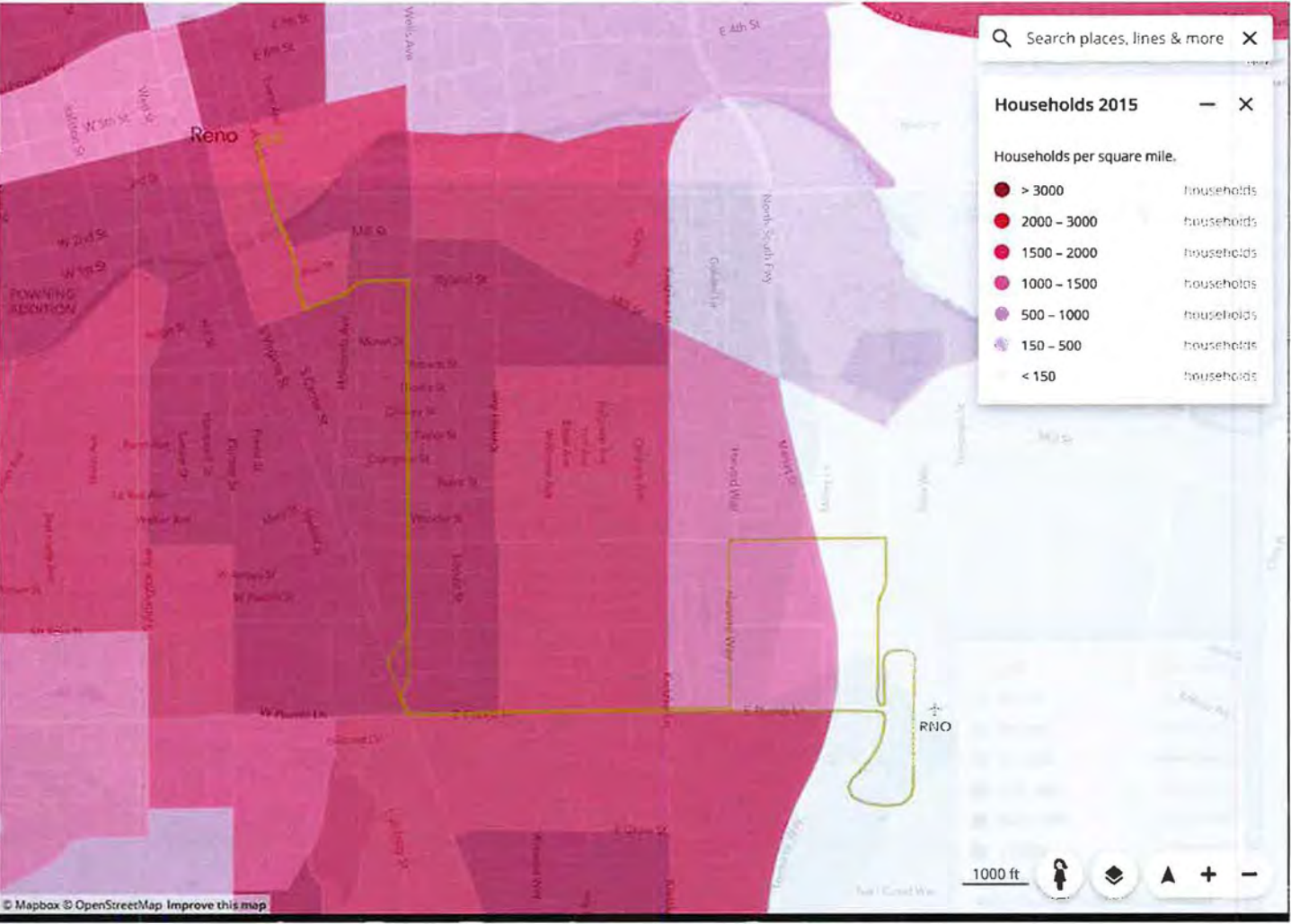


1905 Service

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Truckee / DeFay

1 line & 1 vehicle
 \$255.7k / year
 2,557 hours / year
 28,152 miles / year
 38 stops, 1,256 ft apart
 Within 0.25 mi of stops:
 12,822 population
 18,046 jobs
 29.6% in poverty
 50.3% minority
 12.7% seniors (65+)
 19.3% youth (18-)
 12.1% limited English
 17.9% with disabilities
 27.3% with no vehicles
 5,617 households 2015



Side-by-Side Statistics Comparison:

Below offers a more detailed comparison of the route proposed by Commissioner Hartung and Route 19. The following table will indicate the various demographics noted above with a ranking when compared to demographics of all RTC RIDE routes:

| <u>Demographic:</u> | <u>Proposed Route:</u> | | <u>Route 19:</u> | |
|----------------------------|-------------------------------|---------------------|-------------------------|---------------------|
| | <u>Value:</u> | <u>Rank:</u> | <u>Value:</u> | <u>Rank:</u> |
| Population: | 10,902 | 19 th | 12,822 | 14 th |
| Jobs: | 2,117 | Last | 18,046 | 8 th |
| Poverty: | 8.1% | Last | 26.9% | 7 th |
| Minority: | 32.0% | 23 rd | 20.3% | 11 th |
| Seniors: | 13.9% | 10 th | 12.7% | 18 th |
| Youth: | 22.0% | 8 th | 19.3% | 12 th |
| LEP ⁽¹⁾ : | 3.5% | 24 th | 12.1% | 2 nd |
| with Disabilities: | 9.2% | Last | 17.9% | 9 th |
| No Vehicle: | 3.1% | Last | 27.3% | 6 th |

(1) Limited English Proficiency

Based on the foregoing, the proposed route ranks below Route 19 on demographics that have a propensity for generating ridership like "No Vehicle," "with Disabilities," "Poverty," and "Jobs." Route 19 ranks overall, oddly enough, 19th of all the RTC RIDE local routes. However, it ranks 27th for ridership (166 average weekday) and ranks 25th for productivity (passengers per revenue hour) of 20.48. Based on this information on some of the bottom ranked ridership generating demographics, the productivity may be between 8 and 12.

Then there is the consideration of the cost per passenger. For Route 19, the cost per passenger is \$5.44 for an average weekday. The system average cost per passenger for an average weekday is \$1.67. Therefore, based on the expected productivity noted above, the potential cost per passenger would fall around \$10.50. Please note that RTC's share is about 77% from sales tax revenue and the passengers pay 23% at the farebox.

Finally as mentioned briefly above, the urban planning aspect tends to deter public transit ridership. The communities served by this proposed route in

Spanish Springs are designed to be very esthetically pleasing. However, the features that make these communities esthetically pleasing are the same features that prevent public transit ridership. Below is a brief list of features preventing public transit ridership:

- Circuitous street networks;
- Meandering sidewalks;
- Sound walls; and
- Gated communities;

Conclusion:

As transit planning can be more of an art than science, the best estimation is that Commissioner Hartung's proposed route from Baring Drive and Sparks Boulevard into Spanish Springs has a high probability of being unproductive. If this route proves unproductive, it would be up first for elimination during an economic downturn. Furthermore, based on the demographics there would have to be additional justification for service to this area versus other areas that have demographics that require public transit service.

Attachment 3

Route Performance Compared to Demographics of Each Route:

The design of the table below is to show the ranking of certain selected routes to various metrics:

- Overall Route Ranking – Takes into account all performance measures
- Total Daily Ridership
- Rank for each route by Ridership
- Productivity (Passengers or Ridership per hour)
- Rank for each route by Productivity
- Level-of-Service offered on each route for peak service
- Population Level
- Rank for each route by Population
- Percent of population that are Elderly (seniors, 65 years old and older)
- Rank for each route by percentage of Elderly
- Percent of population that are Youth (less than 18 years old)
- Rank for each route considering percentage of Youth
- Percent of population with ‘No Vehicles’
- Rank for each route by Population without vehicles

High rankings are marked in green highlight and the lowest rankings are marked in yellow highlight. Routes not shown are ranked somewhere between the highest and lowest rankings.

Upon review, the Virginia Line – RAPID has the highest daily ridership; however, the most productive service is Route 11 at a productivity level of 72.6, which gives it a first place ranking in that category. Upon review of the demographics for Route 11, it also has the highest percentage of population without a vehicle at 31.0%, ranked first for that demographic.

Whereas, Route 999 (UNR – Midtown Direct), ranked last overall for performance metrics and for productivity, and Route 3CC is ranked last for daily ridership. Staff cautions making any judgement about the UNR – Midtown Direct service, as it has only been in service for a very short time.

In conclusion, the highest determining factor leading to productive service and ridership is the percentage of population without vehicles. This would suggest that service in Spanish Springs would not be productive. However, other routes with high percentages of ‘no vehicles’ could benefit by increasing their level of service.

Attachment 3 Continued - Rank by Productivity and Comparative Demographics

| Route Name | Overall Ranking | Total Daily Ridership | Ridership Ranking | Productivity (Pass/Rev. Hr) | Prod Ranking | Level-of-Serv Service [Peak] (min) | Population | Pop Rank | Seniors (65+) | Sen Rank | Youth (18-) | Yout Rank | With No Vehicles | No Veh Rank |
|-----------------|-----------------|-----------------------|-------------------|-----------------------------|--------------|------------------------------------|------------|----------|---------------|----------|-------------|-----------|------------------|-------------|
| VRGN | 1 | 3,317 | 1 | 62.9 | 2 | 12 | 11,533 | 18 | 11.5% | 22 | 20.0% | 10 | 22.3% | 12 |
| 11 | 2 | 1,285 | 8 | 72.6 | 1 | 30 | 7,724 | 25 | 13.4% | 11 | 16.4% | 22 | 31.0% | 1 |
| 12 | 5 | 1,724 | 4 | 47.6 | 10 | 30 | 12,720 | 16 | 9.4% | 28 | 27.1% | 1 | 22.9% | 9 |
| 5 | 6 | 1,546 | 7 | 49.4 | 8 | 30 | 16,744 | 6 | 10.7% | 27 | 26.4% | 2 | 18.2% | 18 |
| 16 | 9 | 406 | 21 | 52.9 | 4 | 60 | 7,886 | 24 | 20.6% | 1 | 10.5% | 29 | 20.4% | 14 |
| 18 | 10 | 966 | 11 | 40.2 | 14 | 30 | 4,475 | 29 | 15.8% | 8 | 11.6% | 27 | 28.2% | 4 |
| 3CL | 11 | 722 | 15 | 51.2 | 5 | 60 | 21,334 | 3 | 13.1% | 13 | 17.8% | 17 | 13.1% | 21 |
| 2 | 12 | 1,754 | 2 | 39.1 | 16 | 15 ⁽¹⁾ | 26,676 | 1 | 13.1% | 13 | 24.8% | 5 | 18.4% | 16 |
| 7 | 14 | 1,732 | 3 | 35.8 | 19 | 30 | 16,174 | 7 | 9.0% | 29 | 19.0% | 13 | 12.6% | 22 |
| 14 | 18 | 679 | 17 | 36.9 | 18 | 30 ⁽²⁾ | 5,069 | 28 | 17.1% | 6 | 10.6% | 28 | 29.3% | 3 |
| 19 | 25 | 238 | 26 | 26.1 | 25 | 60 ⁽⁴⁾ | 12,822 | 15 | 12.7% | 17 | 19.3% | 12 | 27.3% | 5 |
| 3CC | 26 | 156 | 27 | 28.9 | 24 | 60 ⁽³⁾ | 21,429 | 2 | 12.9% | 15 | 17.8% | 17 | 12.6% | 22 |
| 999 | 27 | 298 | 25 | 12.3 | 27 | 30 | 12,939 | 14 | 11.3% | 24 | 11.8% | 26 | 25.1% | 7 |
| SS Route | | | | | | 60 | 10,902 | 20 | 13.9% | 10 | 22.0% | 8 | 3.1% | 29 |

| | | | |
|-----|--|--|--|
| (1) | 15-min service for two-thirds of the route from 4TH STREET STATION to Rock Blvd. | | Highest Rank |
| (2) | AM/PM Peak service | | Lowest Rank |
| (3) | Limited weekday service 6:45 am to 9:36 am and 2:45 pm to 6:36 pm. | | Route 19 used in Board Report for comparison |
| (4) | Weekday service only | | |



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 7.1

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II

for Lee G. Gibson, AICP
Executive Director

**SUBJECT: Virginia Street Bus RAPID Transit Extension Monthly Progress Update -
Plumb to Liberty & Maple to 15th**

RECOMMENDATION

Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report.

SUMMARY

Federal Grant Process:

The project team continues to work towards receipt of Small Starts Capital Investments Grant from the Federal Transit Administration. The grant application package is currently under review with the grant execution anticipated for early Fall of this year. RTC met with FTA representatives to discuss grant readiness and provide updates on construction activities within the Midtown segment of the project.

Early Work Utility Project:

Construction activities associated with the utility relocations within the South Virginia-Midtown segment of the project is complete.

The project team is in the process of closing out this stage of the project.

Roadway Reconstruction and BRT Project:

Construction is well underway in the South Virginia-Midtown segment of the project. Work has focused in the area south of Mt Rose Street and side streets in the northern portion of this segment. The contractor paved the bottom two lifts of asphalt on the east side of the road and completed concrete curb, gutter, and sidewalk elements. This allows traffic to operate on this side of the road while work occurs on the west side. Through the month of August, the contractor removed the old concrete and asphalt on the west side of Virginia Street, between Mt. Rose Street and Plumb Lane, and has begun the reconstruction process to place new curb, gutter, sidewalk, asphalt roadway, and associated amenities.

In addition, significant progress has occurred on side streets. Tahoe Street and St. Lawrence Avenue, Moran Street, and East Taylor Street are all nearly complete. Work is occurring on Arroyo Street, Cheney Street, and Martin Street. Work started at the end of August on Caliente Street and Stewart Street.

Although early into the construction scope of work, the project is progressing well and is on schedule.

Outreach Activities:

During the month of August the robust outreach effort continued.

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

Press releases were shared with stakeholders regarding major work activities on both mainline South Virginia Street and side streets.

The Project Information Office located north of the Z-Bar on South Virginia Street was open during the month of August; however, after recommendations from key stakeholders and the public, the project office closed on September 6, 2019. This information has been and disseminated to stakeholders. One successful element of the project office is the large billboard-banner that provides key items of information about the project such as schedule, contact information, etc. A similar billboard-banner will be placed in the area of the Project Information Office.

The RTC has also continued the weekly project-update videos that started in March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

Project information continues to be communicated weekly through the Project Stakeholder Update that is electronically distributed to subscribers.

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|----------------|---|
| May 20, 2019 | Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project |
| May 20, 2019 | Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project. |
| March 15, 2019 | Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown. |
| July 20, 2018 | Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |
| March 18, 2016 | Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project. |

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 8.1

TO: Regional Transportation Commission

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


for Lee G. Gibson, AICP
Executive Director

SUBJECT: NDOT Spaghetti Bowl Express (SBX) Project Update

RECOMMENDATION

Acknowledge receipt of the NDOT Spaghetti Bowl Project monthly progress report and provide input accordingly.

SUMMARY

Receive a report from the Nevada Department of Transportation (NDOT) regarding design progress of the SBX.

FISCAL IMPACT

There is no RTC cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

August 16, 2019 Received report on the Spaghetti Bowl Project.

October 22, 2018 Acknowledged receipt of an update on the project

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

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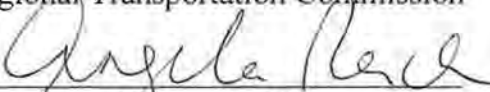
Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 9.1

TO: Regional Transportation Commission

FROM:


for Lee G. Gibson, AICP
Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 20, 2019

AGENDA ITEM 10

TO: Regional Transportation Commission

FROM: 
for Lee G. Gibson, AICP
Executive Director

SUBJECT: Public Input

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

LGG/dt